

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
Mr. Denis O'Leary, Member
Mrs. Veronica Robles-Solis, Member
Ms. Jarely Lopez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Ms. Janet Penanhoat
Interim Assistant Superintendent,
Business & Fiscal Services
Dr. Victor Torres
Assistant Superintendent,
Human Resources
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

AGENDA

REGULAR BOARD MEETING

Wednesday, October 7, 2020

5:00 p.m. - Study Session

Closed Session to Follow

7:00 PM - Regular Board Meeting

REGULAR (VIRTUAL) MEETING - ONLINE ONLY DUE TO COVID-19 SHELTER IN PLACE ORDER- VIA ZOOM

To watch and provide public comment, join from a PC, Mac, iPad, iPhone, or Android device:

Please click this URL to join. <https://zoom.oxnardsd.org>

Or join by phone:

Dial (for higher quality, dial a number based on your current location)

US: +1 669 900 6833

Webinar ID: 995 9693 6538

***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.

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

Watch the meeting live: osdtv.oxnardsd.org

Broadcasted by Charter Spectrum, Channel 20 &
Frontier Communications, Channel 37

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

Mr. Jorge Mares, Principal, Sierra Linda School, will introduce Andrew Munoz Torres, 5th grade student in Ms. Bouvet's class, who 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 by Andrew Munoz Torres, 5th grade student in Ms. Bouvet's class and in Spanish by Luna Acevedo, 5th grade student in Ms. Bakody's class at Sierra Linda School.

A.4. Presentation by Sierra Linda School

Mr. Jorge Mares, Principal, Sierra Linda School, will provide a short presentation to the Board regarding Sierra Linda. Tokens of appreciation will be forwarded via U.S. Mail to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.6. Study Session - Presentation on Attendance and Engagement During Distance Learning (DeGenna/Ridge)

The administration will provide a Study Session that will describe staff's roles in supporting student attendance and engagement during distance learning.

A.7. 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.

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

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

A.8. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel - Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- OAH Case #2020060084
- OAH Case #2020060087

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

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

3. 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, Certificated Human Resources

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

A.10. Report Out of Closed Session

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

A.11. Transportation Department Annual Report (Penanhoat/Briscoe)

The Administration will provide a presentation on Transportation Department's COVID-19 Transportation Report.

A.12. Adoption of Resolution #20-10 – Week of the School Administrator, October 11-17, 2020 (Aguilera-Fort)

The State of California declared the second full week of October as the “Week of the School Administrator” in California Education Code 44015.1. It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #20-10 in recognition of the Week of the School Administrator, October 11-17, 2020.

Public Comment:

Presentation:

Moved:

Seconded:

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

October 7, 2020

Board Discussion:

Vote:

ROLL CALL VOTE:

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

A.13. Review of Resolution #20-12 of the Board of Trustees of the Oxnard School District Authorizing the Issuance and Sale of General Obligation Bonds, Election Of 2016, Series C, in the Aggregate Principal Amount of Not to Exceed \$13,000,000, and Approving Related Documents and Actions (Penanhoat/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees review Resolution #20-12 of the Board of Trustees of the Oxnard School District Authorizing the Issuance and Sale of General Obligation Bonds, Election Of 2016, Series C, in the Aggregate Principal Amount of Not to Exceed \$13,000,000, and Approving Related Documents and Actions . This item will be brought back on October 21, 2020 for the Board's consideration and approval.

A.14. Adoption of Resolution #20-13 – National Custodial Worker's Recognition Day, October 2, 2020 (Aguilera-Fort)

Annually on October 2nd, National Custodial Worker's Recognition Day recognizes and honors the employees who keep our schools and workplaces across the nation running smoothly. It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #20-13 in honor of National Custodial Worker's Recognition Day, October 2, 2020.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

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

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

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

October 7, 2020

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.

B.2. Public Hearing to Present Finding of Sufficiency of Textbooks or Instructional Materials for 2020-2021 Resolution #20-11 (DeGenna/Thomas)

A public hearing is required to present the finding of sufficient instructional materials for 2020-2021. It is the recommendation of the Director of Curriculum, Instruction and Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees adopt Resolution #20-11 on Sufficiency of Textbooks or Instructional Materials.

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. Approval of Notice of Completion, Flooring Project 2020, Bid #19-INF-01 (Penanhoat/Miller)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder’s Office, for Bid #19-INF-01, Flooring Project 2020, with Reliable Floor Covering Inc.

C.2. Approval of Notice of Completion, Painting Project 2020, Bid #19-INF-02 (Penanhoat/Miller)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder’s Office, for Bid #19-INF-02, Painting Project 2020, with D & J Painting.

C.3. Approval of Notice of Completion, Wall Anchor Project at Marina West, Bid #19-INF-05 (Penanhoat/Miller)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of

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

Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #19-INF-05, Wall Anchor Project at Marina West School, with Urbane Builders Inc.

C.4. Approval of Notice of Completion, Roofing Project 2020, Bid #19-02 (Penanhoat/Miller)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #19-02, Roofing Project 2020, with Falcon Roofing Company.

C.5. Acceptance of Gifts (Dr. Aguilera-Fort)

From Woodmen Life Fraternal Lodge 199, a donation of \$500.00 to be used to support student learning at Sierra Linda School. It is the recommendation of the Superintendent that the Board of Trustees accept the donation from Woodmen Life Fraternal Lodge 199.

C.6. Personnel Actions (Torres/Thomas)

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

C.7. Establish/Abolish/Increase/Reduce Hours of Position (Torres/Thomas)

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

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.8. Approval of Agreement #20-73 – Pepperdine University (Penanhoat/Lugotoff)

It is the recommendation of the Director, Child Nutrition Services, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #20-73 with Pepperdine University for dietetic interns, at no cost to the district.

C.9. Approval of Agreement/MOU #20-75 – Kids & Families Together (DeGenna/Ridge)

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #20-75 with Kids & Families Together, for the development and implementation of Community Coalitions focused on Kinship Families, term of agreement October 8, 2020 through June 30, 2021, services are at no cost to the Oxnard School District and no cost for Oxnard School District families.

C.10. Approval of Agreement #20-77, Pavement Engineering Inc. (Penanhoat/Miller)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #20-77 with Pavement Engineering Inc. to provide asphalt concrete pavement assessment services for Oxnard School District's covered surfaces, in the amount not to exceed \$14,800.00, to be paid out of Deferred Maintenance Funds.

C.11. Approval of Agreement/MOU #20-78 – Tutorific (DeGenna/Batista)

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational

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

Services, that the Board of Trustees approve Agreement/MOU #20-78 with Tutorific, to provide tutoring for English Learner students, in the amount of \$205,900.00, to be paid with Learning Loss Mitigation Coronavirus Relief Funds.

C.12. Approval of Field Contract #FC-P21-01017 – Fence Factory (Penanhoat/Miller)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the award of Field Contract #FC-P21-01017 to Fence Factory, to replace fence at tennis court & field at Fremont Academy, in the amount of \$42,676.00, to be paid out of Deferred Maintenance Funds.

C.13. Approval of Field Contract #FC-P21-01018 – Falcon Roofing Company (Penanhoat/Miller)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the award of Field Contract #FC-P21-01018 to Falcon Roofing Company, to replace roof on Building 7 at Lopez Academy, in the amount of \$46,887.00, to be paid out of Deferred Maintenance Funds.

C.14. Approval of Field Contract #FC-P21-01052 – Precision Plumbing-Mechanical (Penanhoat/Miller)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the award of Field Contract #FC-P21-01052, McAuliffe School Grease Interceptor, to Precision Plumbing-Mechanical, in the amount of \$16,490.00, to be paid with Deferred Maintenance Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.15. Ratification of Amendment #1 to Agreement #20-46 - Ventura County Office of Education/SELPA (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-46 with Ventura County Office of Education/SELPA, to provide Social/Emotional Services Specialist (SESS) for a total of 52 hours per week during the 2020-2021 school year, in the amount of \$171,720.00, to be paid out of Special Education Funds.

C.16. Ratification of Agreement #20-67 – Devereaux Texas Treatment Network (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-67 with Devereaux Texas Treatment Network, to provide Non Public School (NPS) services for student #AE021507 for the 2020-2021 school year, including Extended School Year (ESY), in the amount of \$174,980.80, to be paid out of Special Education Funds.

C.17. Ratification of Agreement #20-72 - Assistance League, Non-Public School, NPS (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-72 with Assistance League School, NPS, to provide Non Public School (NPS) services for the students listed below for the 2020-2021 school year, including Extended School year, in the amount of \$101,200.00, to be paid with Special Education Funds.

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

MC042116 RLR121316
AIM030816 KR110216
RW091515 AN010816
JHM081916 AC040816

C.18. Ratification of Agreement #20-74, Frog Environmental Inc. (Penanhoat/Briscoe)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Board of Trustees ratify Agreement #20-74 with Frog Environmental Inc., to provide storm water monitoring services for the district's transportation facility, in the amount not to exceed \$5,000.00, to be paid from the General Fund.

C.19. Ratification of Agreement #20-76 with Merrill Educational Center, Non-Public School, NPS (DeGenna/Edwards)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational services that the Board of Trustees ratify Agreement #20-76 with Merrill Educational Center, NPS in the amount not to exceed \$121,600.00, to provide Non Public School (NPS) services for student #OL091508 for the 2020-2021 and 2021-2022 school years, including Extended School year, in the amount of \$121,600.00, to be paid out of Special Education funds.

C.20. Ratification of Change Order No. 016 to Construction Services Agreement #17-41 with Bernards to Adjust Costs for the McKinna Elementary School Reconstruction Project (Penanhoat/Miller/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order No. 016 for Master Agreement #17-41 with Bernards, to reimburse the General Contractor for 212 days of additional costs due to delays in provision of utility service by Southern California Edison and Southern California Gas Company, in the amount of \$502,344.00, 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.21. Ratification of Change Order No. 017 to Construction Services Agreement #17-41 with Bernards for the McKinna ES Reconstruction Project (Penanhoat/Miller/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #017 for Construction Services Agreement #17-41 with Bernards, for various scope revisions including the Phase Two parking lot design, demolition of the ECDC building, providing direct campus access to students from the J Street sidewalk, providing exterior lighting in the Phase Two parking lot, providing a motorized roll-up door in the MPR, and Phase Two abatement work, in the amount of \$30,349.00, to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Construction Services Agreement #17-41.

Section D: ACTION ITEMS

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

D.1. Reallocation of Salary for the Director, Classified Human Resources (Torres/Thomas)

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

It is the recommendation of the Assistant Superintendent, Human Resources and the Personnel Commission that the Board of Trustees accept the salary reallocation for Director, Classified Human Resources, as presented.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

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

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, October 2, 2020.

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

October 7, 2020

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 7, 2020

Agenda Section: Section A: Study Session

Study Session - Presentation on Attendance and Engagement During Distance Learning (DeGenna/Ridge)

California Senate Bill No. 98 (SB98) requires “daily live interaction” between teachers and students. It also requires schools to “document daily participation for each pupil on each school day”. During distance learning, teachers are presenting lessons “live” in a virtual classroom with students present online, and they are also designing learning activities for students to complete during “asynchronous” portions of the school day. Teachers and school support staff (Attendance Techs, Outreach Specialists, School Counselors and School Nurses) are all working together within a tiered-model of supports and services that focuses upon four components: Contact, Connection, Engagement and Participation. Each component is essential to student success, and during today’s presentation, the school staff will describe their role in supporting student attendance and engagement during distance learning.

FISCAL IMPACT:

None

RECOMMENDATION:

Informational only.

ADDITIONAL MATERIALS:

Attached: [Attendance and Engagement on Distance Learning Presentation](#)

Asistencia y Participación Durante el Aprendizaje a Distancia

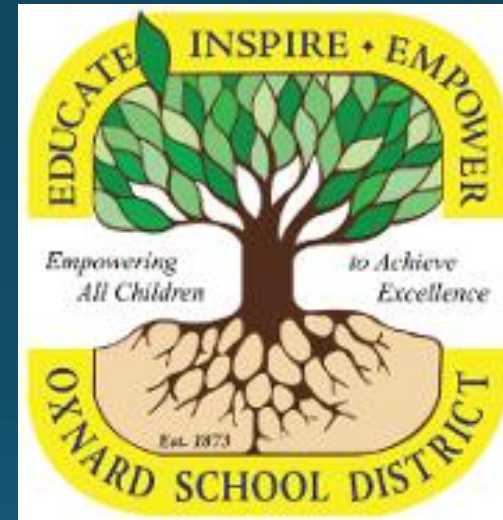
Attendance and Engagement During Distance Learning

Chris Ridge

Director de Servicios Estudiantiles / Director of Pupil Services

Distrito escolar de Oxnard / Oxnard School District

El 7 de octubre, 2020 / October 7, 2020



Introducciones / Introductions

- Kenyn Castaneda – *Enfermera / School Nurse*, OSD
- Alfredo Gutierrez – *Enlace Comunitario / Community Liaison*, OSD
- Maritza Loya – *Consejera / School Counselor*, Soria K-8
- Maria Magaña – *Especialista en Divulgación / Outreach Specialist*, Soria K-8
- Liney Ochoa – *Especialista de Asistencia / Attendance Accounting Specialist*, OSD
- Diana Perez – *Subdirectora / Asst. Principal*, Soria K-8
- Dr. Andres Santamaria – *Director / Principal*, Soria K-8
- Alicia Serrato – *Técnica de asistencia / Attendance Tech*, Soria K-8

Mes de Concientización sobre la Asistencia

Attendance Awareness Month



Condiciones / Terms

SINCRÓNICO

SYNCHRONOUS

- *"Al mismo tiempo"*
"At the same time"
- *Maestra/o y clase juntos*
Teacher and class together
- *Documentar la "Asistencia"*
To document "Attendance"

ASINCRÓNICO

ASYNCHRONOUS

- *"En Diferentes Momentos"*
"At different times"
- *Estudiantes trabajando individualmente*
Students working individually
- *Documentar el "Compromiso"*
To document "Engagement"

La Ley Requiere / Law Requires

Asistencia todos los días
Attendance each day



Compromiso cada día
Engagement each day



Participar *DIARIAMENTE* / DAILY participation

Se requiere que los distritos escolares "documenten la participación diaria de cada alumno en cada día escolar, en su totalidad o en parte, para lo cual se brinda educación a distancia".

The screenshot shows the website interface for oxelttrain.vcoe.org. A menu on the left lists various categories: Menu, Analysis, Attendance, Behavior, Enrollment, Marks, Schedule, School, and Testing. The 'Attendance' item is circled in red. The main content area is yellow and contains a calendar for August 2020, a tweet from April Terry (@april_vcoe) dated August 21, 2020, and a data table with columns for Grade, Total, Male, and Female. The table shows data for grades TK through 5, with a total of 564 students, 272 males, and 292 females.

Grade	Total	Male	Female
TK	21	10	11
K	67	28	39
1	99	44	55
2	95	44	51
3	95	57	38
4	98	49	49
5	89	40	49
Total	564	272	292

School Districts are required to "document daily participation" for each pupil on each school day, in whole or in part, for which distance learning is provided."

Interacción diaria en vivo / Daily live interaction

“El aprendizaje a distancia debe incluir:

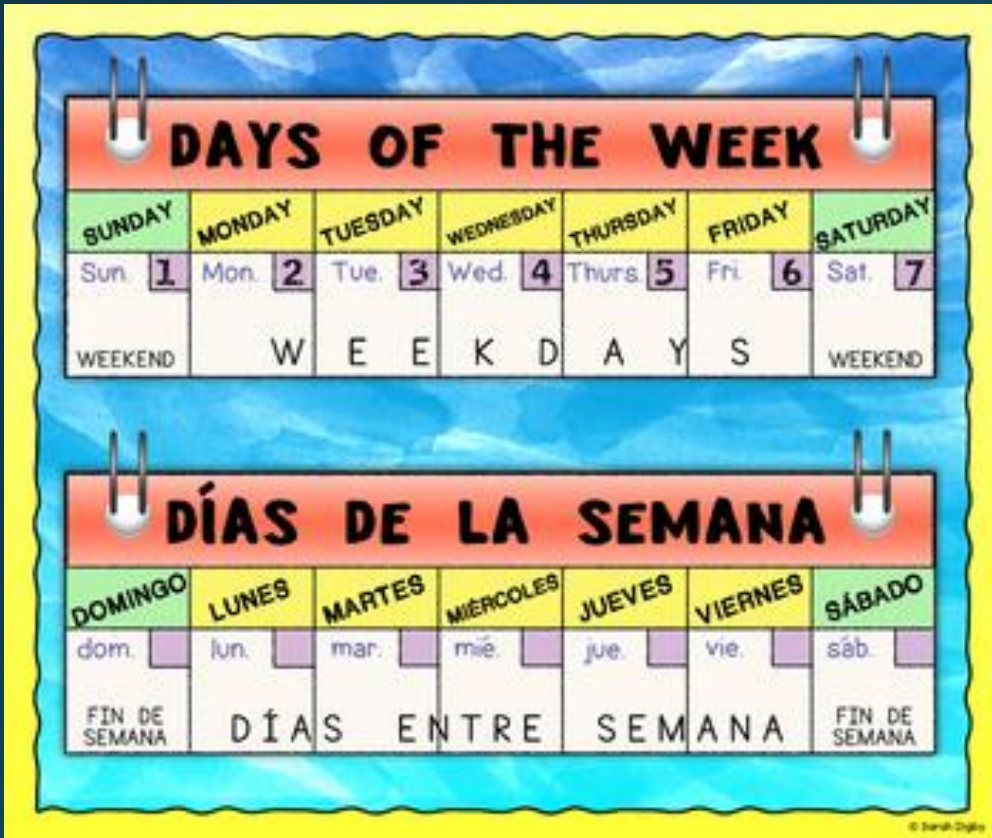
Interacción diaria en vivo con empleados certificados y compañeros con fines de instrucción, seguimiento del progreso y mantenimiento de la conexión escolar. (Código de Ed., § 43503 (b).”



“Distance learning must include:

Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. (Ed. Code, § 43503(b).”

Los estudiantes deben reunirse con el maestro todos los días escolares.



Students must meet with the teacher every school day.

Ausencia / Absence

"Un alumno que no participa diariamente en ninguna instrucción presencial. . . o aprendizaje a distancia. . . se considerará ausente".



"A pupil who does not participate daily in either in-person instruction . . . or distance learning . . . shall be deemed absent."

Equipo de revisión de asistencia escolar

School Attendance Review Team (SART)

- *Monitorear las tendencias de los datos*
 - *Examinar las causas del absentismo crónico*
 - *Coordinar la implementación de la estrategia de varios niveles de la escuela.*
 - *Asegurar que los estudiantes crónicamente ausentes reciban los apoyos necesarios*
- Monitor data trends
 - Examine causes of chronic absenteeism
 - Coordinate implementation of the school's multi-tiered strategy
 - Ensure chronically absent students receive needed supports

Equipo de revisión de asistencia escolar School Attendance Review Team (SART)

Composición del equipo / Team Composition

Obligatorio / Required

- Directora/o / Site Admin
- Técnica/o de asistencia / Attendance Tech
- Especialista/o de familias / ORC

Según sea necesario / As Needed

- Enfermera/o de la escuela / School Nurse
- Consujera/o / School Counselor
- Maestra/o / Teacher
- Personal de oficina / Office Manager
- Personal de educación especial / Special Education Staff
- Trabajadora social / Social Worker

Equipo de revisión de asistencia escolar

School Attendance Review Team (SART)

Rol de intervención de SART

Los equipos de SART del sitio escolar trabajan para curar las causas subyacentes de las ausencias y / o el comportamiento preocupante proporcionando servicios, apoyos e intervenciones.

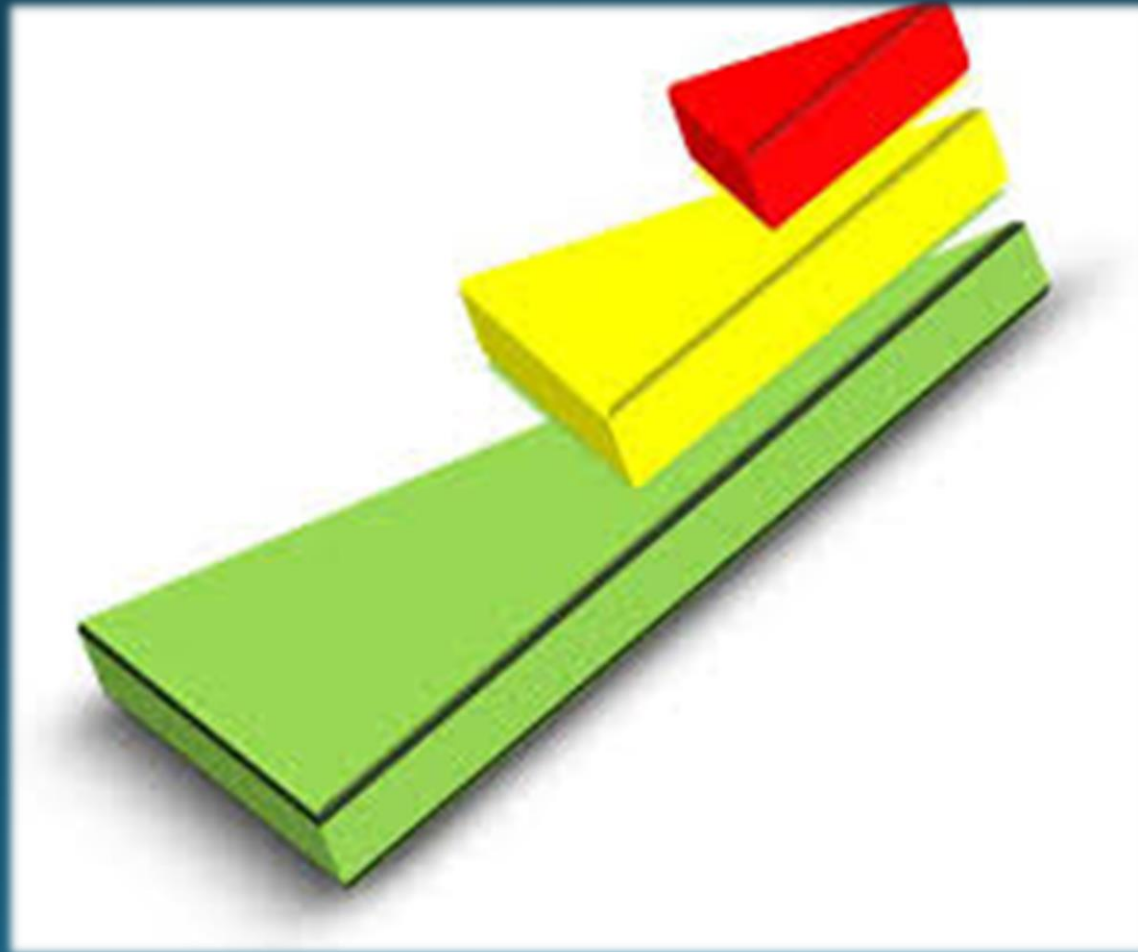
SART Intervention Role

School Site SART teams work to heal the underlying causes of absences and/or concerning behavior by providing services, supports and interventions.



Modelo de Apoyo Escalonado

Tiered Model of Support



Apoyo a la Asistencia Supporting Attendance

*Técnica /o de
asistencia*
Attendance
Tech

*Especialista en
Divulgación*
Outreach
Specialist
(ORC)

Director/a
Principal

Consejera/o
School
Counselor

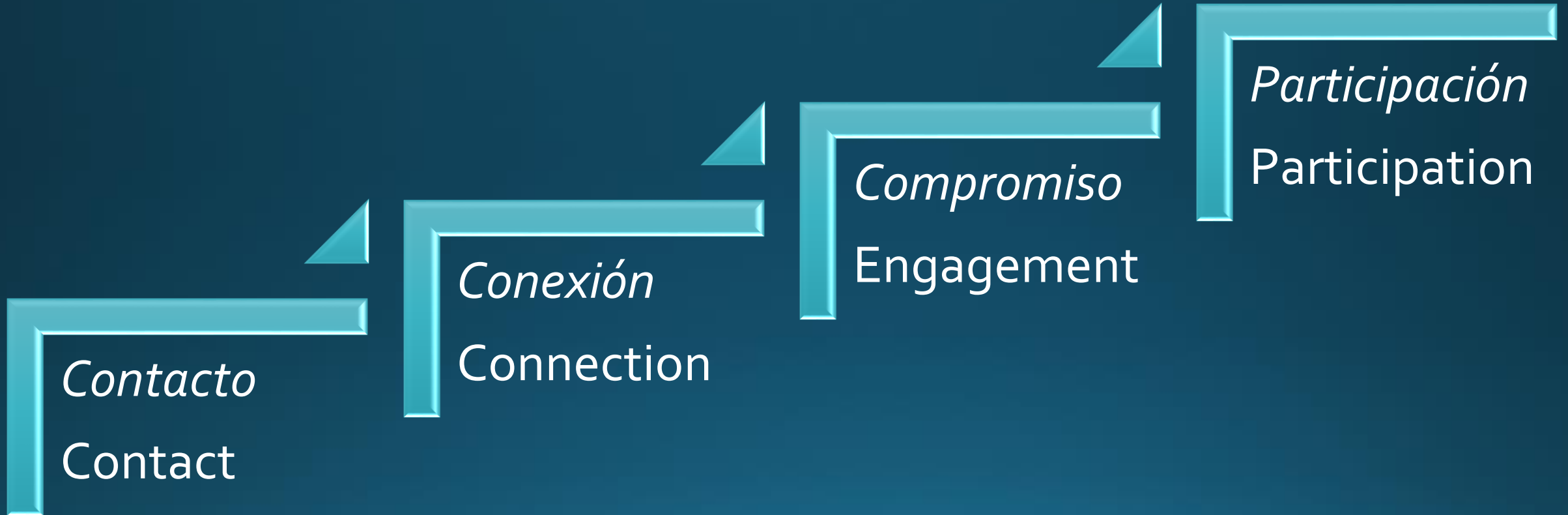
Enfermera/o
School Nurse

Especialista de Asistencia / Attendance Accounting Specialist

Enlace Comunitario / Community Liaison

Director de Servicios Estudiantiles / Director of Pupil Services

Cuatro Componentes de Asistencia Four Components of Attendance



Contacto Contact



Conexión Connectivity



Compromiso Engagement



Participación Participation



¿Cuándo las ausencias se vuelven en problema?



AUSENCIA CRÓNICA

18 días o más



SIGNOS DE AVISO

10 a 17 días



SATISFACTORIO

9 ó menos ausencias

Nota: Números asumen un año escolar de 180 días

When Do Absences Become a Problem?



CHRONIC ABSENCE

18 or more days



WARNING SIGNS

10 to 17 days



SATISFACTORY

9 or fewer absences

Note: These numbers assume a 180-day school year.



Asista Hoy, Tenga Éxito Mañana



#schooleveryday



Attend Today, Achieve Tomorrow



#schooleveryday

Thank you

Questions?

Chris Ridge

Director of Pupil Services

mridge@oxnardsd.org

385-1501 x 2161

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 7, 2020

Agenda Section: Section A: Report

Transportation Department Annual Report (Penanhoat/Briscoe)

The Administration will provide a presentation on Transportation Department's COVID-19 Transportation Report.

FISCAL IMPACT:

None

RECOMMENDATION:

None - information only

ADDITIONAL MATERIALS:

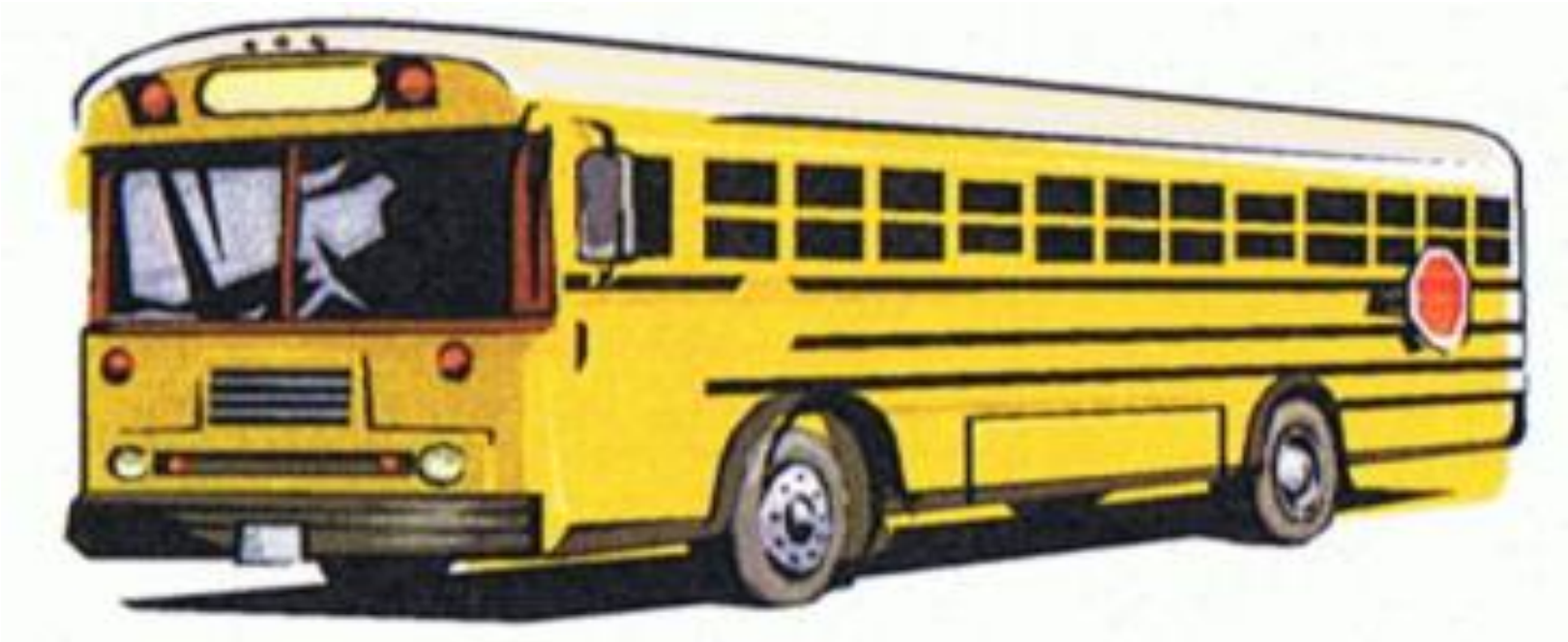
Attached: [COVID-19 Trans Report 201007 \(18 pages\)](#)

Transportation Services

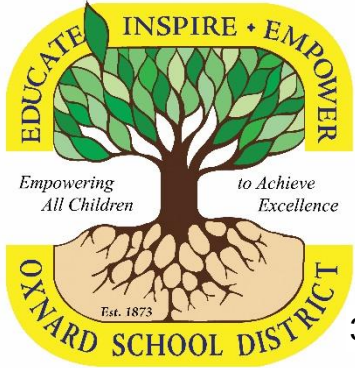
COVID -19

Transportation Report

October 7, 2020 Board Meeting



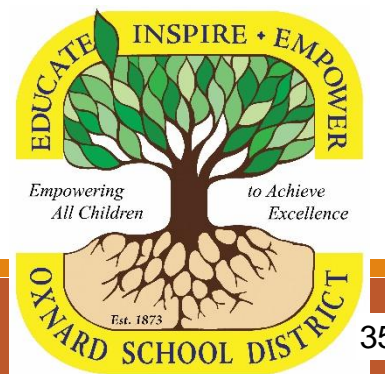
Presented By
Tony Briscoe, Transportation Director



Transportation Services

VISION

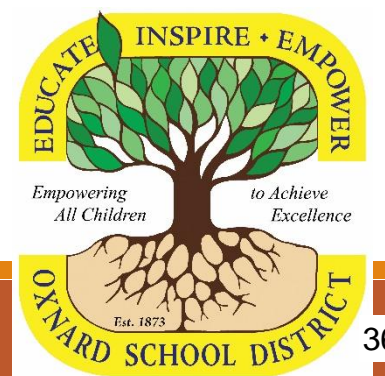
*Transporting Children safe and on-time –
Empowering Them to Achieve Excellence*



Transportation Services

MISSION

Transport passengers in a safe, professional, efficient and cost-effective manner to ensure student access to educational programs, promote regular attendance and reduce tardiness, so that the pupils we serve may enhance their educational journey and extend their horizons beyond their everyday world.



A Road Map to Transporting Students to and from School during COVID-19

- Services
- Guidelines
- Fleet Summary
- Seating Capacity

Services

Transportation services will be provided for students with disabilities as specified in their individualized education program (IEP) or accommodation plan. The district shall make home-to-school transportation available as specified in the student's IEP. Transportation is provided to students based on the Level of Service (LOS) established at the IEP.

Guidelines for Bus Aides

Bus Aides shall be used when required by a student's Individual Educational Plan (IEP). If transportation providers take the temperature of children before loading and unloading the school bus, the California Department of Education (CDE) guidelines recommend that Districts assign a bus aide to ensure distancing and perform symptom screenings.

Social Distancing:

- Maintain 6-foot physical distance when possible
- Utilize PPE when interacting with the student and social distancing is not possible

Personal Protective Equipment (PPE):

- Cloth Face Coverings are required when passengers/public are within 6-feet and when on the bus
- Gloves or proper hand hygiene are required when cleaning and when in physical contact with passengers
- Face shield and goggles are required when securing a student in their seat or within 6-feet of passengers/public

Guidelines for Bus Stops

Social Distancing

- Ensure there is sufficient space for students to practice social distancing at bus stops.
- Students shall follow the California Department of Public Health Guidance for face coverings.

Limiting Numbers at Bus Stops

- Riders will only be permitted to go to assigned bus stops.
- Guest riders are not permitted.
- When possible, bus stops will be placed at public/private school or other exempt VC 22112 location.

Parent Outreach

- Parent and community outreach must be consistent with educating the public about the need for social distance and other procedures at bus stops.

Guidelines for Loading and Unloading

Seating assignments

- Students riding into school will be seated from the rear of the bus forward to prevent students from walking past each other.
- Students riding home from school will be boarded based on the order in which students will be dropped off. For example, students who get off first should board last and sit in the front.
- Seating charts will be used when possible

Crossovers

- Students and staff should wear face coverings while crossing
- Maintain 6-foot physical distance, when possible

Guidelines for Personal Protective Equipment (PPE) for bus drivers

- Cloth face coverings are required when passengers/public are within 6-feet
- Gloves are required when using certain cleaning chemicals
- Gloves or proper hand hygiene are required when in physical contact with passengers

Student interactions

- Wear a cloth face covering with all student interactions
- Maintain 6-feet of physical distance when possible; if not possible, goggles and/or face shields will be used when not operating the vehicle

Guidelines for Social/Physical Distancing on the bus:

Seating Assignments:

Students will be seated one student per bench, alternating rows on each side to create a zigzag pattern on the bus, maintaining 6 feet distance from the center of each seating position. Seats will be assigned to the students and drivers will use a seating chart.

Guidelines for Student Health

Health Screening (Pending Guidance from Ventura County Public Health)

- Passive Screening: Instruct parents to screen students before leaving for school or the bus stop (check temperature to ensure temperatures below 100.4 degrees Fahrenheit, observe for symptoms outlined by public health officials). Keep students at home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.
- Active Screening: Engage in symptom screening as students enter the bus consistent with public health guidance, which includes visual wellness checks and temperature checks with no-touch thermometers (check temperature to ensure temperatures below 100.4 degrees Fahrenheit). Ask all students about COVID-19 symptoms within the last 24 hours and whether anyone in their home has had COVID-19 symptoms or a positive test.
- Assign a bus aide if possible to ensure distancing, perform symptom screening, and help with isolating students with symptoms.

Face Coverings

Students will be required to wear a face covering on the bus and at the bus stop unless exempted by state guidelines.

Guidelines for Symptomatic Students

Health Screening (Pending Guidance form Ventura County Public Health)

A student should be screened for symptoms daily before attending school

Symptomatic Student Protocol

The driver will notify Dispatch of a symptomatic student

- a. If a parent/guardian is not present, a relief bus will be dispatched to transport the student to school or home. The route bus will remain at the bus stop until the relief bus arrives.
 - b. Dispatch will notify the school site and parent/guardian of the symptomatic student.
 - c. If a relief bus is not available, the student will be moved to the front of the bus, where no student will be sitting directly in front of the symptomatic student. The seat that the symptomatic student was seated in will remain empty until disinfected.
1. The symptomatic student will be unloaded first to a school staff member or their home stop.
 2. The driver will disinfect both seats where the symptomatic student was seated before allowing any other student to sit in that seat.

Guidelines for Vehicle Cleaning

Regular Practice

- Ventilate the bus
- Frequent touchpoints such as seats, handrails, and window ledges will be cleaned and sanitized/disinfected between runs of different students.
- Clean and sanitize/disinfect all used areas of the vehicle daily
 - Begin with sweeping/vacuuming the floor
 - Clean and sanitize/disinfect all areas working top/bottom and back/front

Suspected or Confirmed COVID-19

- Open all windows and wait 24 hours (or as long as possible) before entering the vehicle
- Thoroughly clean and disinfect ALL areas used by the suspected or confirmed COVID-19 person. All commonly touched areas will be to be disinfected
- Begin cleaning with the floor - sweep and/or vacuum
- Clean and disinfect all other surfaces beginning with any areas normally within reach working from top-down (windows, seats, rails, etc.)
- Work from the back of the vehicle to the front disinfecting all areas including areas outside that may have been touched

Fleet Summary

Route Buses/Vehicles	District	Durham	Total
Total MPV Route Vehicles (9)	5	0	5
Total Type A Route Buses (18-20)	0	22	22
Total Type C Route Buses (30-46/2 WC)	0	10	10
Total Type D Route Buses (78-84)	7	23	30
Total Route Buses/Vehicles	12	55	67
Spare Buses/Vehicles	District	Durham	Total
Total MPV Spare Vehicles	1	0	1
Total Type A Spare Buses (18-20)	0	5	5
Total Type C Spare Buses (30-46/2 WC)	0	2	2
Total Type D Spare Buses (78-84)	3	3	6
Total Spare Buses/Vehicles	4	10	14
District/Contractor Fleet	District	Durham	Total
Total Buses/Vehicles	16	65	81

PRE-COVID SEATING CAPACITY

Route Seats	District	Durham	Durham W/C	Total
Total MPV Route Seats (9)	45	0	0	45
Total Type A Route Seats (18-20)	0	504	0	504
Total Type C Route Seats (30-46/2 WC)	0	366	16	366
Total Type D Route Seats (78-84)	513	1775	0	2288
Total Route Buses/Vehicles	558	2645	16	3203
Spare Seats	District	Durham	Durham W/C	Total
Total MPV Spare Seats	9	0	0	9
Total Type A Spare Seats (18-20)	0	138	0	138
Total Type C Spare Seats (30-46/2 WC)	0	123	4	123
Total Type D Spare Seats (78-84)	252	241	0	493
Total Spare Seats	261	502	4	763
District/Contractor Seats	District	Durham	Durham W/C	Total
Total Seats	819	3147	20	3966

COVID-19 SEATING CAPACITY

Route Seats	District	Durham	Durham W/C	Total
Total MPV Route Seats (9)	10	0	0	10
Total Type A Route Seats (18-20)	0	78	0	78
Total Type C Route Seats (30-46/2 WC)	0	63	8	63
Total Type D Route Seats (78-84)	85	284	0	369
Total Route Buses/Vehicles	95	425	8	520
Spare Seats	District	Durham	Durham W/C	Total
Total MPV Spare Seats	2	0	0	2
Total Type A Spare Seats (18-20)	0	21	0	21
Total Type C Spare Seats (30-46/2 WC)	0	63	2	63
Total Type D Spare Seats (78-84)	39	38	0	77
Total Spare Seats	41	122	2	163
District/Contractor Seats	District	Durham	Durham W/C	Total
Total Seats	136	547	10	683

Seating Capacity

O						
A	B	C	Row	D	E	F
X	X	X	1	X	X	X
X	X	X	2	X	X	P
P	X	X	3	X	X	X
X	X	X	4	X	X	P
P	X	X	5	X	X	X
X	X	X	6	X	X	P
P	X	X	7	X	X	X
X	X	X	8	X	X	P
P	X	X	9	X	X	X
X	X	X	10	X	X	P
P	X	X	11	X	X	X
X	X	X	12	X	X	P
P	X	X	13	X	X	X
X	X	X	14	X	X	P
P	X	X	15			

O						
A	B	C	Row	D	E	F
X	X		1	X	X	
X	X		2	X	P	
P	X		3	X		X
Emergency Exit			4	X	X	P
P	X	X	5	X	X	X
X	X	X	6	X	X	P
P	X	X	7	X	X	X
X	X	X	8	X	X	P
P	X	X	9	X	X	X
X	X	X	10	X	X	P

O						
A	B	C	Row	D	E	F
X	X	X	1	X	X	X
P	X	X	2	X	X	X
X	X	X	3	X	X	P
P	X	X	4	X	X	X

Legend

- X Restricted no seating
- P Available seating



**QUESTIONS?
THANK YOU!**

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: October 7, 2020

Agenda Section: Section A: Preliminary

Adoption of Resolution #20-10 – Week of the School Administrator, October 11-17, 2020 (Aguilera-Fort)

The State of California declared the second full week of October as the “Week of the School Administrator” (California Education Code 44015.1). It is well known that most school administrators begin their careers as teachers and move up the ranks to serve in public education for most of their careers. They are the leaders of our community and the future of children depends greatly on the quality of knowledge, experience, integrity and foresight of these individuals to promote ongoing student achievement and school success.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #20-10 in recognition of the Week of the School Administrator, October 11-17, 2020.

ADDITIONAL MATERIALS:

Attached: [Resolution #20-10 \(1 page\)](#)



OXNARD SCHOOL DISTRICT

Resolution #20-10

Week of the School Administrator October 11-17, 2020

WHEREAS, Leadership Matters for California’s public education system and the more than 6 million students it serves. School Administrators are passionate, lifelong learners who believe in the value of quality public education; and

WHEREAS, the title "school administrator" is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

WHEREAS, most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement; and

WHEREAS, public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries, including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, school leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

WHEREAS, research shows that great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state; and

WHEREAS, the State of California has declared the second full week of October as the "Week of the School Administrator" in California Education Code 44015.1; and the future of California’s public education system depends upon the quality of its leadership;

NOW THEREFORE BE IT RESOLVED, by the Oxnard School District that all school leaders be commended for the contributions they make to successful student achievement.

Adopted this 7th day of October, 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: Janet Penanhoat

Date of Meeting: October 7, 2020

Agenda Section: Section A: Report

Review of Resolution #20-12 of the Board of Trustees of the Oxnard School District Authorizing the Issuance and Sale of General Obligation Bonds, Election Of 2016, Series C, in the Aggregate Principal Amount of Not to Exceed \$13,000,000, and Approving Related Documents and Actions (Penanhoat/CFW)

The District's bond measure, Measure D, was approved by District voters on November 8, 2016, authorizing the District to issue GO Bonds in the amount of up to \$142.5 million for important facilities projects. Currently, there is \$47,503,374.10 principal amount of unissued bonds under Measure D. The Resolution for consideration starts the process of obtaining phase three financing, with the issuance of Series C Bonds in the amount of up to \$13 million.

The Resolution authorizes the issuance of traditional tax-exempt general obligation bonds pursuant to California law. The resolution authorizes the Bonds to be issued as a combination of current interest bonds and capital appreciation bonds. Under California law (AB 182), when capital appreciation bonds are proposed, the resolution must first be presented to the Board as an information item, and at the next meeting may be voted upon as an action item. Items required to be disclosed to the Board at the informational meeting relating to the bond structure are included in Appendix B and Appendix C to the Resolution. Action is expected on this Resolution on October 21, 2020. The Bonds may only be issued in full compliance with all applicable laws, including the provisions of AB 182, and the District's Debt Management Policy.

The Resolution authorizes the Bonds to be sold directly to the investment banking firm of Raymond James, as underwriter, which firm will have the responsibility of underwriting all of the bonds and placing them with investors. The Resolution authorizes the District officials to work with the financing team and bring into final form and execute all documents needed to complete the financing, in accordance with legal requirements and the Resolution. This includes finalizing a Preliminary Official Statement, which is the disclosure document which, when in final form, will be provided to bond investors. The District's responsibility under federal securities law is to ensure that the POS not contain material misstatements or omissions. The Bond Purchase Agreement is also approved in the Resolution, which sets forth all of the terms of the sale of the bonds to the underwriter.

FISCAL IMPACT:

None to District's General Fund. Bond proceeds are applied to voter-approved capital school facilities projects and related costs. Bonds will be repaid by voter-approved ad valorem property tax levies.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees review Resolution #20-12. This item will be brought back on October 21, 2020 for the Board's consideration and approval.

ADDITIONAL MATERIALS:

Attached: [Resolution No. 20-12-OxnardSD-SeriesCBonds \(40 pages\)](#)
[Resolution No. 20-12 -Attachment-AB 182 Info \(1 page\)](#)
[Bond Purchase Agreement \(24 pages\)](#)
[Preliminary Official Statement \(100 pages\)](#)
[PPT_ Series C Bond Issuance Program Overview \(9 pages\)](#)

RESOLUTION NO. 20-12

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES C, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$13,000,000, AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, an election was duly and regularly held in the Oxnard School District (the "District") on November 8, 2016, in accordance with Article XIII A Section 1 paragraph (b) subsection (2) of the California Constitution, for the purpose of submitting Measure D (the "Bond Measure") to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$142,500,000 (the "Bonds"), and the requisite fifty-five percent of the votes cast were in favor of the issuance of the Bonds; and

WHEREAS, the abbreviated form of the Bond Measure is:

"To acquire, construct and modernize additional classrooms and support facilities to reduce overcrowding, replace portable classrooms and older schools with new permanent facilities, increase student access to computers and modern classroom technology, improve student safety, reduce operating costs and qualify to receive State funds, shall Oxnard School District be authorized to issue up to \$142,500,000 in bonds at legal interest rates, with an independent Citizens' Oversight Committee, annual audits, and no money for administrator salaries?"; and

WHEREAS, the Board is authorized to provide for the issuance and sale of any series of Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, pursuant to the Bond Law, on March 30, 2017, the District issued its General Obligation Bonds, Election of 2016, Series A in the aggregate principal amount of \$81,000,000 to finance the first phase of projects authorized pursuant to the Bond Measure; and

WHEREAS, pursuant to the Bond Law, on March 29, 2018, the District issued its General Obligation Bonds, Election of 2016, Series B in the aggregate principal amount of \$13,996,625.90 to finance the second phase of projects authorized pursuant to the Bond Measure; and

WHEREAS, at this time there is \$47,503,374.10 principal amount of authorized but unissued Bonds pursuant to the Bond Measure; and

WHEREAS, the District wishes at this time to initiate proceedings for the issuance of a third series of the Bonds under the Bond Law in the aggregate principal amount of not to exceed \$13,000,000 to be designated "Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2016, Series C" (the "Series C Bonds") as provided in this Resolution for the purpose of providing financing for the third phase of projects authorized under the Bond Measure;

WHEREAS, as required by Education Code Section 15268, the Series C Bonds shall be issued only in a principal amount that does not cause the District to exceed applicable bonding capacity limitations, taking into account any waivers that have been granted by the California

State Department of Education, including specifically the waiver that was granted to the District on March 9, 2017; and

WHEREAS, as required by Government Code Section 53508.5 and Education Code Section 15146(b)(2), because it is anticipated that a portion of the Series C Bonds will be issued as capital appreciation bonds which provide for the compounding of interest as provided herein, this Resolution was publicly noticed as an information item on the agenda for the October 7, 2020 meeting of the Board, and the Board was presented with the following items, all as more particularly set forth in Appendix B, attached hereto and made a part hereof:

- an analysis containing the total overall cost of the Series C Bonds that allow for the compounding of interest,
- a comparison to the overall cost of issuing only current interest bonds,
- the reasons that capital appreciation bonds that provide for the compounding of interest are being recommended, and
- a copy of the disclosure made by the Underwriter (defined herein) in compliance with Municipal Securities Rulemaking Board Rule G-17;

WHEREAS, further, as required by Government Code Section 5852.1 enacted January 1, 2018 by Senate Bill 450, attached hereto as Appendix C is the information relating to the Series C Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, on February 15, 2017, the Board approved a Debt Issuance and Management Policy (BP 3470) which complies with Government Code Section 8855, and the delivery of the Series C Bonds will be in compliance with said policy;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Oxnard School District as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

“Accreted Value” means, with respect to any Capital Appreciation Bond, the total amount of principal thereof and interest payable thereon as of any Compounding Date determined solely by reference to the Table of Accreted Values set forth on such Capital Appreciation Bond. The Accreted Value of any Capital Appreciation Bond as of any date other than a Compounding Date will be the sum of (a) the Accreted Value as of the Compounding Date immediately preceding the date as of which the calculation is being made plus (b) interest on the Accreted Value determined under the preceding clause (a), computed to the date as of which the calculation is being made at the Accretion Rate set forth on such Capital Appreciation Bond (computed on the basis of a 360-day year of twelve 30-day months).

“Accretion Rate” means, unless otherwise provided by the Bond Purchase Agreement pursuant to Section 3.01, the rate which, when applied to the principal amount of any Capital

Appreciation Bond and compounded semiannually on each Compounding Date, produces the Maturity Value of such Capital Appreciation Bond on the maturity date thereof.

“Authorized Investments” means the County Investment Pool, the Local Agency Investment Fund, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code, provided that said investments are part of the County treasury, in accordance with Education Code Section 15146(g). The County Treasurer shall assume no responsibility in the reporting, reconciling and monitoring in the investment of proceeds related to the Series C Bonds.

“Board” means the Board of Trustees of the District.

“Bond Counsel” means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Law” means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

“Bond Measure” means Measure D submitted to and approved by the requisite two-thirds of the voters pursuant to the provisions of the California Constitution and the California Education Code on November 8, 2016, under which the issuance of the Bonds has been authorized.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Series C Bonds and pay the purchase price therefor.

“Building Fund” means the fund established and held by the County Treasurer under Section 3.03.

“Capital Appreciation Bonds” means the Series C Bonds which are designated as such in the Bond Purchase Agreement, the interest on which is compounded semiannually on each Compounding Date and is payable in full at maturity as shown in the table of Accreted Value for the Capital Appreciation Bonds.

“Closing Date” means the date upon which there is a delivery of the Series C Bonds in exchange for the amount representing the purchase price of the Series C Bonds by the Underwriter.

“Compounding Date” means, with respect to any Capital Appreciation Bond, each February 1 and August 1, unless otherwise provided in the Bond Purchase Agreement, commencing on the date set forth in the Bond Purchase Agreement, to and including the date of maturity or redemption of such Capital Appreciation Bond.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series C Bonds, including but not limited to the costs of preparation and reproduction of

documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees and any other cost, charge or fee in connection with the original issuance and sale of the Series C Bonds.

“County” means County of Ventura, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Treasurer” means the Ventura County Treasurer-Tax Collector, or any authorized deputy or designee thereof.

“Current Interest Bonds” means the Series C Bonds which are designated as such in the Bond Purchase Agreement, the interest on which is payable on a current basis on each Interest Payment Date.

“Debt Service Fund” means the account established and held by the County Treasurer under Section 4.02.

“Denominational Amount” means, with respect to any Capital Appreciation Bonds, the initial purchase price (exclusive of any premium) of such Capital Appreciation Bond .

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“District” means the Oxnard School District, an elementary school district organized under the Constitution and laws of the State of California, and any successor thereto.

“District Representative” means the President of the Board, the Superintendent, the Deputy Superintendent, Business and Fiscal Services, and such any of such officer’s written designees, and any other person authorized by resolution of the Board of Trustees of the District to act on behalf of the District with respect to this Resolution and the Series C Bonds.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Education Code” means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

“Federal Securities” means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

“Interest Payment Dates” with respect to any Current Interest Bond, means February 1 and August 1 in each year during the term of such Current Interest Bond, commencing on the date set forth in the Bond Purchase Agreement, provided, however, that such dates are subject to modification as provided in the Bond Purchase Agreement.

“Maturity Value” means, with respect to any Capital Appreciation Bond, the Accreted Value of such Capital Appreciation Bond to be paid at maturity.

“Office” means the office or offices of the Paying Agent for the payment of the Bonds and the administration of its duties hereunder. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the County and the District.

“Outstanding,” when used as of any particular time with reference to Series C Bonds, means all Series C Bonds except: (a) Series C Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Series C Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Series C Bonds in lieu of or in substitution for which other Series C Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

“Owner”, whenever used herein with respect to a Series C Bond, means the person in whose name the ownership of such Series C Bond is registered on the Registration Books.

“Paying Agent” means any bank, trust company, national banking association or other financial institution appointed as paying agent for the Bonds in the manner provided in Article VI of this Resolution. The County, if appointed by the District, may serve as the District’s paying agent, including through a designated agent.

“Record Date” means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a business day.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Series C Bonds under Section 2.08.

“Resolution” means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

“Series C Bonds” means the not-to-exceed \$13,000,000 aggregate principal amount of Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2016, Series C, issued and at any time Outstanding under this Resolution.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, the underwriter of the Series C Bonds upon the negotiated sale thereof, as designated pursuant to Section 3.01.

“Written Certificate of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is adopted by the Board under the authority of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series C Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series C Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California, taking into account and waivers of said limits which have been granted to the District. Further, for the purposes of determining the principal amount of the Series C Bonds which are issued hereunder, the principal amount of any Capital Appreciation Bonds shall be equal to the Denominational Amount thereof.

ARTICLE II

THE SERIES C BONDS

SECTION 2.01. *Authorization.* The Board hereby authorizes the issuance of the Series C Bonds in the aggregate principal amount not to exceed \$13,000,000 under and subject to the terms of Article XIII A, Section 1 paragraph (b) subsection (2) of the California Constitution, the Bond Law and this Resolution, for the purpose of raising money for the acquisition and construction of educational facilities in accordance with the Bond Measure and to pay Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series C Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal thereof and interest on all Series C Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Series C Bonds may be issued as Current Interest Bonds, Capital Appreciation Bonds, or any combination thereof. The Series C Bonds shall be issued on a tax-exempt basis; provided, however, if legal considerations require that a portion of the Series C Bonds be issued as a separate series on a federally taxable basis either by designating certain maturities as such or by separate series, the Authorized Officers are authorized to make such designations. The Series C Bonds shall be designated the "Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2016, Series C", together with any further designations as may be identified in the Bond Purchase Agreement.

SECTION 2.02. *Terms of Series C Bonds.*

(a) Terms of Current Interest Bonds. The Current Interest Bonds will be issued as fully registered bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Current Interest Bonds maturing in the year of maturity of the Current Interest Bond for which the denomination is specified. Current Interest Bonds will be lettered and numbered as the Paying Agent may prescribe. The Current Interest Bonds will be dated as of the Closing Date.

Interest on the Current Interest Bonds is payable semiannually on each Interest Payment Date. Each Current Interest Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Current Interest Bond is in default at the time of authentication thereof, such Current Interest Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Terms of Capital Appreciation Bonds. The Capital Appreciation Bonds will be issued in fully registered form without coupons in denominations of \$5,000 in Maturity Values or any integral multiple thereof (except that one Capital Appreciation Bond may be issued in a denomination the Maturity Value of which is not an integral multiple of \$5,000), maturing on August 1 (unless otherwise provided in the Bond Purchase Agreement) in each of the years and in the maturity amounts as will be determined upon the sale thereof. Interest on the Capital Appreciation Bonds compounds on each Compounding Date at the respective Accretion Rates to be determined upon the sale thereof, and is payable solely at maturity or upon earlier redemption thereof as hereinafter provided.

Each Capital Appreciation Bond will be dated as of the Closing Date. The Accreted Value of the Capital Appreciation Bonds will be payable solely at maturity or earlier redemption thereof to the Owners thereof upon presentation and surrender thereof at the Office of the Paying Agent. The Accreted Value of the Capital Appreciation Bonds will be payable in lawful money of the United States of America upon presentation and surrender thereof at the Office of the Paying Agent.

(c) Maturities; Basis of Interest Calculation. The Series C Bonds will mature on August 1 (unless otherwise provided in the Bond Purchase Agreement) in the years and in the amounts, and will bear interest at the rates, as determined upon the sale thereof. The final maturity of the Series C Bonds will be not more than the maximum term permitted under the Bond Law. If the final maturity date of Current Interest Bonds exceeds 30 years from the Closing Date, a District Representative familiar with the project is authorized to certify that the useful life of the project to be financed with the proceeds of the Series C Bonds exceeds the final maturity of the Series C Bonds. Interest on the Series C Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(d) CUSIP Identification Numbers. CUSIP identification numbers will be imprinted on the Series C Bonds, but such numbers do not constitute a part of the contract evidenced by the Series C Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series C Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series C Bonds will not constitute an event of default or any violation of the District's contract with such Owners and will not impair the effectiveness of any such notice.

(e) Payment. Interest on the Series C Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Series C Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Series C Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Series C Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of the Series C Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

(f) Interest Rates. The interest rates to be born by each maturity of the Series C Bonds shall not exceed the legal limit of 8 percent. Upon the sale of the Series C Bonds, the District may identify maturities of the Series C Bonds, if any, which include step-up coupons, provided that said coupons are within said required legal limits.

(g) Provisions of Bond Purchase Agreement to Control. Notwithstanding the foregoing provisions of this Section and the following provisions of Section 2.03, any of the terms of the Series C Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Series C Bonds, the provisions of the Bond Purchase Agreement will be controlling.

SECTION 2.03. *Redemption of Series C Bonds.*

(a) Optional Redemption Dates and Prices. The Series C Bonds are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the respective redemption prices as set forth in the Bond Purchase Agreement subject to the restrictions set forth in Section 3.01(a)(iv).

(b) Mandatory Sinking Fund Redemption. If the Bond Purchase Agreement specifies that any one or more maturities of the Series C Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Series C Bonds shall be subject to such mandatory sinking fund redemption on August 1 (unless otherwise provided in the Bond Resolution) in each of the years and in the respective principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If any such term bonds are redeemed under the provisions of the preceding clause (a), the total amount of all future payments under this subsection (b) with respect to such term bonds shall be reduced by the aggregate principal amount of such term bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 (or on such other basis as the District may determined) as set forth in written notice given by the District to the Paying Agent.

(c) Selection of Series C Bonds for Redemption. Whenever less than all of the Outstanding Series C Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series C Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series C Bond will be deemed to consist of individual bonds of \$5,000 portions (principal amount or Maturity Value, as applicable). The Series C Bonds may all be separately redeemed.

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series C Bonds designated for redemption, at their addresses appearing on the Registration Books. Such notice may be a conditional notice of redemption and subject to rescission as set forth in (e) below. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Series C Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Series C Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series C Bonds are to be called for redemption, shall designate the serial numbers of the Series C Bonds to be redeemed by giving the individual number of each Series C Bond or by stating that all Series C Bonds between two stated numbers, both inclusive, or by stating that all of the Series C Bonds of one or more maturities have been called for redemption, and shall require that such Series C Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series C Bonds will not accrue from and after the redemption date.

Upon surrender of Series C Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a

new Series C Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series C Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest on the Series C Bonds so called for redemption have been duly provided, the Series C Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Series C Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series C Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series C Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series C Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (d) of this Section.

SECTION 2.04. *Form of Series C Bonds.* The Current Interest Bonds and the Capital Appreciation Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon will be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution and the Bond Purchase Agreement, as are set forth in Appendix A attached hereto.

SECTION 2.05. *Execution of Series C Bonds.* The Series C Bonds shall be signed by the manual or facsimile signature of the President of the Board and shall be attested by the manual or facsimile signature of the Secretary or Clerk of the Board. Only those Series C Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Series C Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Series C Bonds.* Subject to Section 2.10, any Series C Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series C Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Series C Bond issued upon any transfer.

Whenever any Series C Bond or Bonds is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Series C Bond or Bonds, for like aggregate principal amount. No transfers of Series C Bonds shall be required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series C Bonds for redemption or (b) with respect to a Series C Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Series C Bonds.* Series C Bonds may be exchanged at the principal Office of the Paying Agent for a like aggregate principal amount of Series C Bonds of

authorized denominations and of the same maturity, together with a request for exchange signed by the owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. The District may charge a reasonable sum for each new Series C Bond issued upon any exchange (except in the cases of any exchange of temporary Series C Bonds for definitive Series C Bonds). No exchange of Series C Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series C Bonds for redemption or (b) with respect to a Series C Bond after it has been selected for redemption.

SECTION 2.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Series C Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series C Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below, DTC shall be the Owner of all of the Series C Bonds, and the Series C Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series C Bonds shall be initially executed and delivered in the form of a single fully registered Series C Bond for each maturity date of the Series C Bonds in the full aggregate principal amount of the Series C Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series C Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series C Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Series C Bonds. The District shall cause to be paid all principal and interest with respect to the Series C Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series C Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series C Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series C Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Series C Bonds. In such event, the District shall issue, transfer and exchange Series C Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Series C Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series C Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series C Bonds evidencing the Series C Bonds to any Depository System Participant having

Series C Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series C Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series C Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series C Bond and all notices with respect to such Series C Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series C Bonds.

Section 2.10. *Transfer Under Book-Entry System: Discontinuation of Book-Entry System.* Registered ownership of the Series C Bonds, or any portion thereof, may not be transferred except as follows:

(i) To any successor of Cede & Co., as nominee of the DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a "substitute depository"); *provided that* any successor of Cede & Co., as nominee of the DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District or the County, upon (1) the resignation of the DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the County (upon consultation with the District) to substitute another depository for the DTC (or its successor) because the DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person upon (1) the resignation of the DTC or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the County (upon consultation with the District) to remove the DTC or its successor (or any substitute depository or its successor) from its functions as depository.

ARTICLE III

SALE OF SERIES C BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. *Sale of Series C Bonds; Approval of Sale Documents.*

(a) Negotiated Sale of Series C Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series C Bonds to Stifel, Nicolaus & Company, Incorporated, as Underwriter. The Series C Bonds shall be sold pursuant to the Bond Purchase Agreement, in substantially the form on file with the Clerk of the Board, with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District, so long as the limitations contained herein are reflected in the Purchase Contract, including:

- (i) the Series C Bonds shall bear rates of interest or Accretion Rates of not to exceed eight percent (8%) per annum;
- (ii) the Series C Bonds which are Capital Appreciation Bonds shall have a final maturity date of 25 years or less from the date of issuance;
- (iii) the Series C Bonds shall have a ratio of total debt service to principal of not to exceed 4:1;
- (iv) the Series C Bonds consisting of Capital Appreciation Bonds shall be subject to redemption prior to maturity at the option of the District, at the Accreted Value thereof, as applicable, without premium, beginning no later than 10 years following the issuance of the Series C Bonds; and
- (v) the Underwriter's discount shall not exceed 1.0% of the principal amount issued.

In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series C Bonds at negotiated sale for the following reasons: (a) the District requires flexibility in determining whether the Series C Bonds will be issued as Current Interest Bonds or Capital Appreciation Bonds, or a combination thereof, and a negotiated sale provides flexibility to make such determination at the time of the bond sale, (b) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market, and (c) a negotiated sale will permit the time schedule for the issuance and sale of the Series C Bonds to be expedited.

(b) Official Statement. The Board hereby approves, and hereby deems nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series C Bonds in substantially the form on file with the Clerk of the Board. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution

thereof by a District Representative shall be conclusive evidence of his or her approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

(c) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series C Bonds, including but not limited to the execution and delivery of a document with respect to the engagement of the Paying Agent appointed hereby, applying for a municipal bond insurance policy and executing all items related to obtaining such policy, if in the best economic interests of the District, and an agreement facilitating the payment of Costs of Issuance. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

SECTION 3.02. *Application of Proceeds of Sale of Series C Bonds.* The proceeds of the Series C Bonds shall be paid to the County Treasurer on the Closing Date, and shall be applied by the County Treasurer as follows:

- (a) The portion of the proceeds representing the premium (if any) received by the County Treasurer on the sale of the Series C Bonds will be transferred to the County Office of Education and deposited in the Debt Service Fund established pursuant to Section 4.02.
- (b) All remaining proceeds received by the County Treasurer from the sale of the Series C Bonds will be transferred to the County Office of Education for deposit in the Building Fund established pursuant to Section 3.03.

At the option of the District, a portion of the proceeds of the Series C Bonds to be used by the District to pay Costs of Issuance may be deposited with a fiscal agent selected by the District, as provided in Section 15146(g) of the Education Code in order to facilitate the payment of Costs of Issuance. A District Representative is authorized to enter into an agreement with such fiscal agent to facilitate such payment. In addition, the Bond Purchase Agreement may provide that the Underwriter is obligated to pay certain Costs of Issuance and a District Representative is authorized to review and consent to a schedule of such and related custodial agreement.

SECTION 3.03. *Building Fund.* The County Office of Education (or other appropriate department of the County) shall create and maintain a fund designated as the "Oxnard School District, Election of 2016, Series C Building Fund," into which the proceeds from the sale of the Series A Bonds shall be deposited, to the extent required under Section 3.02(b). The County Office of Education shall maintain separate accounting for the proceeds of the Series C Bonds, including all earnings received from the investment thereof. Amounts credited to the Building Fund for the Series C Bonds shall be expended by the District solely for the financing of projects for which the Series C Bond proceeds are authorized to be expended under the Bond Measure (which includes related Costs of Issuance). All interest and other gain arising from the investment of proceeds of the Series C Bonds shall be retained in the Building Fund and used for the purposes thereof. At the Written Request of the District filed with the County Office of Education, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof

shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Series C Bonds.

If excess amounts remain on deposit in the Building Fund after payment in full of the Series A Bonds, any such excess amounts shall be transferred to the general fund of the District, to be applied for the purposes for which the Series C Bonds have been authorized or otherwise in accordance with the Bond Law.

SECTION 3.04. *Professionals; Estimated Financing Costs.* The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District's bond counsel and disclosure counsel, and the firm of CFW Advisory Services LLC, has previously been engaged to act as the District's Municipal Advisor. Said engagements are confirmed in accordance with the terms of existing contracts. Estimated costs of issuance are identified on Appendix C.

SECTION 3.05. *Estimates Regarding Assessed Valuations.* The assumptions used in connection with the issuance of the Series C Bonds with respect to assessed valuation growth each year following the issuance of the Series C Bonds until final maturity are set forth in Appendix B hereto.

SECTION 3.06. *Findings Regarding Useful Life.* In the event that Current Interest Bonds are issued with a maturity which extends beyond thirty years, a District Representative which is familiar with the projects to be financed with the proceeds of the Series C Bonds is authorized to make the required findings with respect to the useful life of the projects and the Series C Bonds.

ARTICLE IV

SECURITY FOR THE SERIES C BONDS; DEBT SERVICE FUND

SECTION 4.01. *Security for the Series C Bonds.* The Series C Bonds are general obligations of the District. The Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District that is subject to taxation by the District, without limitation of rate or amount, for the payment of the Series C Bonds and the interest thereon. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series C Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series C Bonds when due, including the principal of any Series C Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund.

No part of any fund or account of the County is pledged or obligated to the payment of the Series C Bonds. The principal of and interest on Series C Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Series C Bonds. In no event are the principal of and interest on Series C Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series C Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code; provided, however, nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

As provided in Section 15251 of the Education Code, the Series C Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax. The lien attaches automatically without further action or authorization by the District and is valid and binding from the time the Series C Bonds are executed and delivered.

SECTION 4.02. *Establishment of Debt Service Fund.* The District hereby requests the County Office of Education (or other appropriate department of the County) to establish, hold and maintain a fund to be known as the "Oxnard School District General Obligation Bonds, Election of 2016, Series C Debt Service Fund", which the County Office of Education shall maintain as a separate account, distinct from all other funds of the County, the Office of Education and the District. All taxes levied by the County, at the request of the District, for the District's payment of the principal of and interest on the Series C Bonds shall be transferred to the County Office of Education and deposited in the Debt Service Fund promptly upon apportionment of said levy.

SECTION 4.03. *Disbursements From Debt Service Fund.* The County Office of Education shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County Office of Education shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary for the District to pay the principal of and interest on the Series C Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Series C Bonds. DTC will thereupon make payments of principal and interest on the Series C Bonds to the DTC Participants who will

thereupon make payments of principal and interest to the beneficial owners of the Series C Bonds. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code. Pursuant to such provision, the District hereby authorizes the application of amounts in the Debt Service Fund to reimburse the County Office of Education and the County, as applicable, for all costs and expenses incurred by it in processing the District's payments from time to time for the services of the Paying Agent which is designated for the Series C Bonds under Section 6.01. Any moneys remaining in the Debt Service Fund after the Series C Bonds and the interest thereon have been paid by the District, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District's general fund upon the order of the County, as provided in Section 15234 of the Education Code.

SECTION 4.04. *Pledge of Taxes.* The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the District's payment of the Series C Bonds and amounts on deposit in the Debt Service Fund to the District's payment of the principal or redemption price of and interest on the Series C Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Series C Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the District's payment of the Series C Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Series C Bonds to provide security for the Series C Bonds in addition to any statutory lien that may exist. The District hereby represents and warrants that all of its general obligation bonds, including the Series C Bonds are or were issued to finance or refinance one or more of the projects specified in the applicable voter-approved measure.

SECTION 4.05. *Investments.* All moneys held in any of the funds or accounts established with the County hereunder will be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder will be deposited in the fund or account from which such investment was made, and will be expended for the purposes thereof. The County Treasurer has no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Bonds.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series C Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as

described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

SECTION 5.01. *Punctual Payment.* The Board requests and directs the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series C Bonds, in conformity with the terms of the Series C Bonds and of this Resolution. Nothing herein contained shall prevent the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 5.02. *Books and Accounts; Financial Statements.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series C Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series C Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.03. *Protection of Security and Rights of Series C Bond Owners.* The District will preserve and protect the security of the Series C Bonds and the rights of the Series C Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series C Bonds by the District, the Series C Bonds shall be incontestable by the District.

SECTION 5.04. *Tax Covenants.*

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series C Bonds are not so used as to cause the Series C Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series C Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Series C Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Series C Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series C Bonds from the gross income of the Owners of the Series C Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Series C Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Series C Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series C Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate.

SECTION 5.05. *Continuing Disclosure.* The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Series C Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series C Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.06. *CDIAC Annual Reporting.* The District hereby covenants and agrees that it will comply with and the provisions of California Government Code Section 8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Series C Bonds.

SECTION 5.07. *Further Assurances.* The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series C Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* U.S. Bank National Association, or any successor agent thereto, is hereby appointed to act as the initial Paying Agent for the Series C Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series C Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series C Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the District by executing and delivering to the District a certificate or agreement to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The County Treasurer may also be appointed to serve as Paying Agent.

The Paying Agent may at any time resign by giving written notice to the District and the Series C Bond Owners of such resignation. Upon receiving notice of such resignation, with the written consent of the County Treasurer (which shall not unreasonably be withheld) the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Any bank, national association, federal savings association, or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national association, federal savings association, or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national association, federal savings association, or trust company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, federal savings association, or trust company shall be eligible as described in this Section 6.01 shall be the successor to such Paying Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 6.02. *Paying Agent May Hold Series C Bonds.* The Paying Agent may become the owner of any of the Series C Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Agents.* The recitals of facts, covenants and agreements herein and in the Series C Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series C

Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 6.04. *Notice to Paying Agent.* The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF SERIES C BOND OWNERS

SECTION 7.01. *Remedies of Series C Bond Owners.* Any Series C Bond Owner has the right, for the equal benefit and protection of all Series C Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series C Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series C Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series C Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Series C Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series C Bond Owners.

SECTION 7.03. *Non-Waiver.* Nothing in this Article VII or in any other provision of this Resolution or in the Series C Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series C Bonds to the respective Owners of the Series C Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series C Bonds.

A waiver of any default by any Series C Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series C Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Series C Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series C Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series C Bond Owners, the District and the Series C Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* The Board may amend this Resolution from time to time, without the consent of the Owners of the Series C Bonds, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series C Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series C Bonds.

SECTION 8.02. *Amendments Effective With Consent of the Owners.* The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Series C Bonds Outstanding at the time such consent is given. Without the consent of all the Owners of such Series C Bonds, no such modification or amendment shall permit (a) a change in the terms of maturity of the principal of any Outstanding Series C Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Series C Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in any of the provisions in Section 7.01 or (d) a reduction in the amount of moneys pledged for the repayment of the Series C Bonds, and no right or obligation of any Paying Agent may be changed or modified without its written consent.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Series C Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Series C Bonds.

SECTION 9.02. *Defeasance of Series C Bonds.*

(a) Discharge of Resolution. Any or all of the Series C Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Series C Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) with the Paying Agent or other escrow agent to pay or redeem such Series C Bonds; or
- (iii) by delivering such Series C Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series C Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series C Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series C Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series C Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series C Bond (whether upon or prior to its maturity or the redemption date of such Series C Bond), provided that, if such Series C Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Series C Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series C Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series C Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series C Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent or other agent money or securities in the necessary amount to pay or redeem any Series C Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Series C Bonds and all unpaid interest thereon to maturity, except that, in the case of Series C Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series C Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series C Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series C Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Series C Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent or other escrow agent in trust for the payment of the principal or redemption price of, or interest on, any Series C Bonds and remaining unclaimed for two years after the principal of all of the Series C Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series C Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series C Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series C Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Series C Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

SECTION 9.03. *Application of Provisions to Capital Appreciation Bonds.* Whenever in this Resolution reference is made to the payment of the principal of and interest on the Series C Bonds, such reference includes payment of the Accreted Value and Maturity Value of the Capital Appreciation Bonds, unless otherwise required by the context or by the express provisions of such reference. Whenever in this Resolution any reference is made to the rights of the Owners of the Series C Bonds as measured by the principal amount of such Series C Bonds, the principal

amount of the Capital Appreciation Bonds shall be deemed to be the Accreted Value thereof as of the date of exercise of such rights. Notwithstanding the foregoing, for purposes of any statutory or constitutional limitation on the principal amount of bonds which may be issued and outstanding by the District at any time, the principal amount of the Capital Appreciation Bonds shall be deemed to be the Denominational Amount thereof.

SECTION 9.04. *Execution of Documents and Proof of Ownership by Series C Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Series C Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Series C Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series C Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series C Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series C Bond shall bind all future Owners of such Series C Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

SECTION 9.05. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series C Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.06. *Limited Duties of County; Indemnification.* The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default with respect to the Series C Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

SECTION 9.07. *Destruction of Canceled Series C Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Series C Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series C Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series C Bonds therein referred to.

SECTION 9.08. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series C Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Series C Bond Owners.

SECTION 9.09. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED on October 21, 2020, by the following vote:

AYES:

NOES:

ABSENT:

By: _____
President of the Board of Trustees
Oxnard School District,
Ventura County, California

ATTEST:

By: _____
Clerk of the Board of Trustees
Oxnard School District,
Ventura County, California

APPENDIX A-1

FORM OF SERIES C CURRENT INTEREST BOND

*[EXAMPLE ONLY; NOT FOR COMPLETION OR EXECUTION
AT TIME OF RESOLUTION CONSIDERATION]*

REGISTERED BOND NO. _____

\$_____

OXNARD SCHOOL DISTRICT
(Ventura County, California)
GENERAL OBLIGATION BOND
ELECTION OF 2016, SERIES C

**INTEREST RATE
PER ANNUM:**

MATURITY DATE:

DATED DATE:

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT: * _____ DOLLARS*****

The Oxnard School District (the "District"), located in the County of Ventura (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the principal amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the principal amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____ 1, 2021 (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _____ 15, 2021, in which event it shall bear interest from the Dated Date referred to above. Principal hereof is payable at the corporate trust office of the paying agent for the Bonds (the "Paying Agent"), initially being U.S. Bank National Association, Los Angeles, California. Interest hereon (including the final interest payment upon maturity) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of the close of business on the 15th day of the month next preceding such Interest Payment Date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2016, Series C" (the "Bonds"), in an aggregate principal amount of \$_____.

all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), and under a Resolution of the Governing Board of the District adopted on October 21, 2020 (the "Resolution"), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite fifty-five percent vote of the electors of the District cast at a special bond election held on November 8, 2016, upon the question of issuing bonds in the amount of \$142,500,000. This Bond is secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax, which attaches automatically without further action or authorization by the District and is valid and binding from the time this Bond is executed and delivered.

The Bonds are being issued in the form of Current Interest Bonds in the aggregate principal amount of \$_____ and as Capital Appreciation Bonds (of which this Bond is one) in the aggregate denominational amount of \$_____, all subject to the terms and conditions of the Resolution. All capitalized terms herein and not otherwise defined have the meaning given them in the Resolution. Reference is hereby made to the Resolution (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The principal of and interest on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 principal amount (or in the case of Capital Appreciation Bonds, \$5,000 maturity value) or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, at the option of

the District, from any available source of funds, on August 1, 20__ and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, together with interest thereon to the date fixed for redemption, without premium.

[If applicable:] The Bonds maturing on August 1, 20__ (the "Term Bonds") are also subject to mandatory sinking fund redemption on or before August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, or on such other basis as designated pursuant to written notice filed by the District with the Paying Agent.

Sinking Fund Redemption Date (August 1)	Principal Amount To Be <u>Redeemed</u>
---	--

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable. Such notice may be conditional and subject to rescission as described in the Resolution.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

This Bond shall be not be valid or obligatory for any purpose and is not entitled to any security or benefit under the Bond Resolution (described on the reverse hereof) until the Certificate of Authentication below has been manually signed by the Paying Agent.

IN WITNESS WHEREOF, the Oxnard School District has caused this Bond to be executed by the facsimile signature of its President and attested by the facsimile signature of the Clerk of its Governing Board, all as of the date stated above.

OXNARD SCHOOL DISTRICT

By _____
President

Attest:

Clerk of the Board

FORM OF CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution.

Authentication Date: _____

U.S. BANK NATIONAL ASSOCIATION, as
Paying Agent

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____
_____, attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by a an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX A-2

FORM OF SERIES C CAPITAL APPRECIATION BOND

*[EXAMPLE ONLY; NOT FOR COMPLETION OR EXECUTION
AT TIME OF RESOLUTION CONSIDERATION]*

CAB BOND NO. _____

***\$ _____ ***
(Maturity Value)

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
VENTURA COUNTY

OXNARD SCHOOL DISTRICT
(Ventura County, California)
GENERAL OBLIGATION BOND
ELECTION OF 2016, SERIES C

ACCRETION RATE: MATURITY DATE: DATED DATE: CUSIP:

REGISTERED OWNER:

DENOMINATIONAL AMOUNT: *** _____ DOLLARS***

MATURITY VALUE: *** _____ DOLLARS***

The OXNARD SCHOOL DISTRICT, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), for value received, hereby promises to pay to the Registered Owner stated above, or registered assigns, the Maturity Value stated above on the Maturity Date stated above. The Accreted Value (as such term is defined in the within-mentioned Resolution) of this Bond as of any date will be determined in accordance with the Table of Accreted Values set forth hereon, representing the principal amount per \$5,000 of Maturity Value together with interest thereon from the Dated Date stated above, compounded semiannually on February 1 and August 1 of each year, commencing _____, 2021 (each, a "Compounding Date"), on the basis of a 360-day year comprised of twelve 30-day months, at a rate equal to the Accretion Rate per annum set forth above. The Accreted Value hereof is payable upon presentation and surrender of this Bond at the corporate trust office of the paying agent for the Bonds (the "Paying Agent"), initially being U.S. Bank National Association, in Los Angeles, California. The Accreted Value hereof is payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2016, Series C" (the "Bonds"), in an aggregate principal amount of \$ _____,

all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), and under a Resolution of the Governing Board of the District adopted on October 21, 2020 (the "Resolution"), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite two-thirds vote of the electors of the District cast at a special bond election held on November 8, 2016, upon the question of issuing bonds in the amount of \$142,500,000. This Bond is secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax, which attaches automatically without further action or authorization by the District and is valid and binding from the time this Bond is executed and delivered.

The Bonds are being issued in the form of Current Interest Bonds in the aggregate principal amount of \$_____ and as Capital Appreciation Bonds (of which this Bond is one) in the aggregate denominational amount of \$_____, all subject to the terms and conditions of the Resolution. All capitalized terms herein and not otherwise defined have the meaning given them in the Resolution. Reference is hereby made to the Resolution (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The principal of and interest on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 principal amount (or in the case of Capital Appreciation Bonds, \$5,000 maturity value) or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, at the option of

the District, from any available source of funds, on August 1, 20__ and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, together with interest thereon to the date fixed for redemption, without premium.

[If applicable:] The Bonds maturing on August 1, 20__ (the "Term Bonds") are also subject to mandatory sinking fund redemption on or before August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, or on such other basis as designated pursuant to written notice filed by the District with the Paying Agent.

Sinking Fund Redemption Date <u>(August 1)</u>	Principal Amount To Be <u>Redeemed</u>
--	--

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable. Such notice may be conditional and subject to rescission as described in the Resolution.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 30 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall be not be valid or obligatory for any purpose and is not entitled to any security or benefit under the Bond Resolution (described on the reverse hereof) until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Oxnard School District has caused this Bond to be executed by the manual or facsimile signature of its President and attested by the manual or facsimile signature of the Secretary of its Governing Board, all as of the date stated above.

OXNARD SCHOOL DISTRICT

By _____
President

Attest:

Secretary of the Board

FORM OF CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution.

Authentication Date:

**U.S. BANK NATIONAL ASSOCIATION, as
Paying Agent**

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____
_____, attorney, to transfer the same on the registration books of the Bond
Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an
eligible guarantor institution.

Note: The signature(s) on this Assignment must
correspond with the name(s) as written on the face
of the within Bond in every particular without
alteration or enlargement or any change whatsoever.

APPENDIX B

DISCLOSURE REQUIRED BY EDUCATION CODE SECTION 15146(b)(1)(E)

1. Analysis of total overall cost of Capital Appreciation Bonds (CABs) (see attached)
2. Comparison to overall cost of Current Interest Bonds (CIBs) (see attached)
3. Reasons that a combination of current interest bonds and capital appreciation bonds are being recommended: Capital appreciation bonds (CABs) have been included in the bond structure because if CABS were not included and only CIBs were issued, the tax rate required to support 2016 Election Bonds (Series A, Series B and Series C) is projected to exceed the legal maximum of \$30 per \$100,000 of assessed valuation. Issuing some maturities of the Series C Bonds as CABs is essential to this financing in order to obtain the needed amounts for projects and to stay within tax rate limitations. Without the issuance of some maturities of the Series C Bonds as CABs, the issuance could not legally proceed and the District would not be able to obtain the amount needed for Phase 3 projects of 2016 election voter-approved projects.
4. AV Growth Assumption used in connection with issuance of Series C Bonds: 4.00% annually commencing FY 2021-22.
5. Copy of Rule G-17 Letter (see attached)

APPENDIX C

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. TIC: True Interest Cost of the Bonds (Estimated): 2.815%
2. Financing Costs: Finance charge of the Bonds, being the sum of all fees and charges paid to third parties (Costs of Issuance of approximately \$170,000, plus estimated underwriter's compensation of approximately \$38,490, plus the premium for bond insurance of approximately \$29,374 if obtaining insurance results in interest cost savings) (Estimated total): \$237,864
3. Net Proceeds to Building Fund for Projects: Proceeds of the Bonds expected to be received by District for deposit to the Building Fund, net of proceeds for Costs of Issuance in (2) above to paid from the principal amount of the Bonds , and net of capitalized interest (if any) and reserves (if any) charged to the principal amount of the Bonds (Estimated): \$9,827,421
4. Bond Repayment Amount: Total Payment Amount for the Bonds, being the sum of (a) debt service to be paid on the bonds to final maturity, plus (b) any financing costs not paid from proceeds of the Bonds (Estimated): \$16,318,914 (1.63:1)

**Information based on estimates made in good faith by the District's Financial Advisor. Estimates assume par amount of \$9,997,421 and include certain assumptions regarding tax-exempt rates available in the bond market at the time of pricing the bonds.*

Oxnard School District
Election of 2016 Series C General Obligation Bonds
AB 182 Information

Date	Option 1 - CABs & CIBs				Option 2 - CIBs ¹			All CIBs vs CABs	Option 1	Option 2
	Principal	Current Interest	Compound Interest	Total Debt Service ²	Principal	Current Interest	Total Debt Service ²		Tax Rate	Tax Rate ¹
8/1/21	\$0	\$0	\$0	\$0	\$315,000	\$0	\$65,000	\$65,000	\$28.22	\$28.66
8/1/22	\$0	\$0	\$0	\$0	\$20,000	\$0	\$20,000	\$20,000	\$29.44	\$29.57
8/1/23	\$260,715	\$2,933	\$4,285	\$267,933	\$60,000	\$27,406	\$87,406	-\$180,527	\$29.49	\$28.35
8/1/24	\$257,914	\$83,000	\$7,086	\$348,000	\$0	\$384,200	\$384,200	\$36,200	\$29.98	\$30.20
8/1/25	\$287,820	\$83,000	\$12,180	\$383,000	\$0	\$384,200	\$384,200	\$1,200	\$29.97	\$29.98
8/1/26	\$333,789	\$83,000	\$21,211	\$438,000	\$0	\$384,200	\$384,200	-\$53,800	\$29.98	\$29.68
8/1/27	\$321,241	\$83,000	\$28,760	\$433,000	\$0	\$384,200	\$384,200	-\$48,800	\$29.98	\$29.72
8/1/28	\$307,881	\$83,000	\$37,119	\$428,000	\$0	\$384,200	\$384,200	-\$43,800	\$29.99	\$29.76
8/1/29	\$276,803	\$83,000	\$43,197	\$403,000	\$0	\$384,200	\$384,200	-\$18,800	\$29.99	\$29.89
8/1/30	\$321,902	\$83,000	\$63,098	\$468,000	\$0	\$384,200	\$384,200	-\$83,800	\$29.99	\$29.59
8/1/31	\$310,048	\$83,000	\$74,952	\$468,000	\$0	\$384,200	\$384,200	-\$83,800	\$29.99	\$29.60
8/1/32	\$285,980	\$83,000	\$84,020	\$453,000	\$0	\$384,200	\$384,200	-\$68,800	\$29.99	\$29.69
8/1/33	\$267,786	\$83,000	\$92,214	\$443,000	\$0	\$384,200	\$384,200	-\$58,800	\$30.00	\$29.75
8/1/34	\$254,521	\$83,000	\$100,479	\$438,000	\$0	\$384,200	\$384,200	-\$53,800	\$29.99	\$29.77
8/1/35	\$265,527	\$83,000	\$119,473	\$468,000	\$0	\$384,200	\$384,200	-\$83,800	\$30.00	\$29.67
8/1/36	\$257,307	\$83,000	\$127,693	\$468,000	\$0	\$384,200	\$384,200	-\$83,800	\$29.98	\$29.67
8/1/37	\$232,967	\$83,000	\$127,033	\$443,000	\$0	\$384,200	\$384,200	-\$58,800	\$29.98	\$29.77
8/1/38	\$209,744	\$83,000	\$125,257	\$418,000	\$0	\$384,200	\$384,200	-\$33,800	\$29.98	\$29.87
8/1/39	\$202,772	\$83,000	\$132,228	\$418,000	\$0	\$384,200	\$384,200	-\$33,800	\$29.98	\$29.87
8/1/40	\$190,028	\$83,000	\$134,973	\$408,000	\$0	\$384,200	\$384,200	-\$23,800	\$29.99	\$29.91
8/1/41	\$178,142	\$83,000	\$136,858	\$398,000	\$0	\$384,200	\$384,200	-\$13,800	\$29.99	\$29.95
8/1/42	\$702,458	\$83,000	\$582,542	\$1,368,000	\$0	\$384,200	\$384,200	-\$983,800	\$29.99	\$27.04
8/1/43	\$718,216	\$83,000	\$641,784	\$1,443,000	\$0	\$384,200	\$384,200	-\$1,058,800	\$30.00	\$26.95
8/1/44	\$731,678	\$83,000	\$703,322	\$1,518,000	\$5,000	\$384,200	\$389,200	-\$1,128,800	\$30.00	\$26.87
8/1/45	\$747,183	\$83,000	\$767,817	\$1,598,000	\$25,000	\$384,000	\$409,000	-\$1,189,000	\$29.99	\$26.83
8/1/46	\$1,595,000	\$83,000		\$1,678,000	\$45,000	\$383,000	\$428,000	-\$1,250,000	\$29.99	\$26.79
8/1/47	\$480,000	\$19,200		\$499,200	\$235,000	\$381,200	\$616,200	\$117,000	\$25.26	\$25.55
8/1/48				\$0	\$2,850,000	\$371,800	\$3,221,800	\$3,221,800		\$7.63
8/1/49				\$0	\$3,095,000	\$257,800	\$3,352,800	\$3,352,800		\$7.64
8/1/50				\$0	\$3,350,000	\$134,000	\$3,484,000	\$3,484,000		\$7.63
Total	\$9,997,421	\$1,931,133	\$4,167,579	\$16,096,133	\$10,000,000	\$10,007,406	\$19,757,406		\$30.00	\$30.20 Max Tax Rate
									\$29.71	\$26.86 Avg Tax Rate

\$3,661,273

Notes

1. Exceeds tax rate limit (\$30/\$100,000 of AV)
2. Net of debt service fund

1. tax rates per \$100k of AV; assumes 4% AV growth; not to exceed \$30 per Ed

	Option 1 - CABs & CIBs		
	Principal	Debt Service	Debt Ratio
CABs	\$7,922,421	\$12,090,000	1.53x
CIBs	\$2,075,000	\$4,006,133	1.93x
Total	\$9,997,421	\$16,096,133	1.61x
% CABs	79%	75%	
% CIBs	21%	25%	

	Option 2 - CIBs ¹	
	Principal	Debt Service
CABs	\$0	\$0
CIBs	\$10,000,000	\$19,757,406
Total	\$10,000,000	\$19,757,406
% CABs	0%	0%
% CIBs	100%	100%
Debt Ratio	1.98x	

#DIV/0!

1.98x

1.98x

\$ _____
OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds
Election of 2016, Series C

BOND PURCHASE AGREEMENT

_____, 2020

Board of Trustees
Oxnard School District
1051 South A Street
Oxnard, California 93030

Ladies and Gentlemen:

Raymond James & Associates, Inc., as underwriter (the "Underwriter"), acting on its own behalf and not as fiduciary or agent for the hereinafter defined District, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Oxnard School District (the "District"), which, upon acceptance hereof by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at its office prior to 11:59 p.m., California Time, on the date hereof.

1. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$_____ aggregate principal amount of the Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2016, Series C (the "Bonds"). The Underwriter shall purchase the Bonds at a purchase price of \$_____ (representing the principal amount of the Bonds, plus original issue premium of \$_____, less Underwriter's discount of \$_____, less \$_____ to be applied to pay costs of issuance, inclusive of the premium for bond insurance, as more particularly described in Section 14).

The District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that differ from those of the District, (ii) the Underwriter is acting solely as a principal and is not acting as an agent, a municipal advisor, financial advisor or fiduciary to the District or any other person or entity and has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter, or any affiliate of the Underwriter, has provided other services or is currently providing other services to the District on other matters), (iii) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, and (iv)

the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB").

2. The Bonds. The Bonds are issued under the provisions of a resolution adopted by the Board of Trustees of the District on September 22, 2020 (the "Bond Resolution") and the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), all for the purpose of financing educational projects approved by District voters at the November 6, 2016 election, as more particularly described in the Bond Resolution. The Bonds shall be dated the date of delivery and bear current interest at the rates, and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Bond Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form initially, registered in the name of Cede & Co., as nominee of the Depository Trust Company ("DTC"). The Bonds shall be insured by a bond insurance policy (the "Bond Insurance Policy") issued by _____ (the "Bond Insurer") upon the issuance of the Bonds.

3. Redemption. The Bonds shall be subject to redemption as provided in the Bond Resolution and as set forth in Appendix A attached hereto.

4. Use of Documents. The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, a Preliminary Official Statement and an Official Statement (as defined in Section 10(b) below), the Bond Resolution, and all information contained herein and therein and all of the documents, certificates, or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

5. Public Offering of the Bonds. The Underwriter agrees to make a bona fide public offering of the Bonds initially at the public offering prices (or yields) set forth in Appendix A. Subsequent to the initial public offering the Underwriter shall offer the Bonds in accordance with the requirements of Section 11. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

6. Review of Official Statement. The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated _____, 2020 (the "Preliminary Official Statement"). The District represents that the Preliminary Official Statement was "deemed final" as of the date thereof, for purposes of SEC Rule 15c2-12 (the "Rule 15c2-12"), except for either revisions or additions to the offering price(s), interest rate(s), yield(s), Underwriter's discount, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12. The District hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement. The District does not object to distribution of the Preliminary Official Statement in electronic form.

The Underwriter agrees that prior to the time the final Official Statement (as defined in Section 10(b)) relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received. The District does not object to distribution of the final Official Statement in electronic form.

7. Closing. At 8:00 a.m., California Time, on _____, 2020, or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (such payment and delivery herein called the “Closing,” and the date thereof the “Closing Date”), the District will deliver to the Underwriter, through the facilities of DTC utilizing DTC’s FAST delivery system, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Jones Hall, A Professional Law Corporation, in San Francisco, California (“Bond Counsel”), the other documents hereinafter mentioned, and the Underwriter will accept such delivery and pay the purchase price thereof set forth in Section 1 in immediately available funds by check, draft or wire transfer to or upon the order of the District.

8. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees with the Underwriter that:

- (a) Due Organization. The District is, and will be on the Closing Date, a school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Bond Law, to adopt the Bond Resolution and to enter into this Purchase Agreement, and the Continuing Disclosure Certificate (as defined in paragraph (i) below).
- (b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement and the Continuing Disclosure Certificate, to adopt the Bond Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Agreement and the Continuing Disclosure Certificate and the Bond Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolution, the Continuing Disclosure Certificate and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement and the Continuing Disclosure Certificate constitute valid and legally binding obligations of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement and the Continuing Disclosure Certificate.
- (c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other

transactions effected or contemplated herein or hereby. The District gives no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.

- (d) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds, and the District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable State tax of the interest on the Bonds.
- (e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Bond Resolution, the Continuing Disclosure Certificate and the Bonds, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or material default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.
- (f) Litigation. As of the time of acceptance hereof no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the title of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of the Bonds, the application of the proceeds of the sale of the Bonds (other than as described in the Preliminary Official Statement and Official Statement), or the collection or the levy of any taxes contemplated by the Bond Resolution and available to pay debt service on the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Continuing Disclosure Certificate or the Bond Resolution or contesting the powers of the District or the Bond Resolution or this Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement or the Bond Resolution, (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.
- (g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

- (h) Certificates. Except as specifically provided, any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.
- (i) Continuing Disclosure. The District shall undertake, pursuant to the Bond Resolution, the Continuing Disclosure Certificate with respect to the Bonds in substantially the form attached as Appendix E of the Preliminary Official Statement (the "Continuing Disclosure Certificate") and Rule 15c2-12, to provide certain annual financial information and notices of the occurrence of certain events described therein. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. Based on a review of its previous undertakings, except as disclosed in the Preliminary Official Statement and the final Official Statement, the District has not, in the previous five years failed to comply in all material respects with its prior undertakings pursuant to Rule 15c2-12.
- (j) Preliminary Official Statement and Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein. If the Official Statement is supplemented or amended pursuant to paragraph (c) of Section 10 of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.
- (k) Financial Information. The financial statements of, and other financial information regarding the District contained in the Official Statement fairly present the financial position of the District as of the dates and for the periods therein set forth, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements (if any) have been prepared on a basis substantially consistent with the audited financial statements included in the Official Statement and reflect all adjustments

necessary to that affect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the District's audited financial statements included in the Official Statement. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.

- (l) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.
- (m) Underwriter Not Fiduciary. Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the District, but rather is acting solely in its capacity as Underwriter, for its own account.
- (n) Levy of Tax. The District hereby agrees to take any and all actions as may be required by Ventura County or otherwise necessary in order to arrange for the levy and collection of taxes and payment of the Bonds. In particular, the District hereby agrees to provide to the Treasurer-Tax Collector for the County of Ventura a copy of the Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Sections 15250 et seq., Government Code Section 53559 and policies and procedures of the County.

9. Underwriter Representations, Warranties and Agreements. The Underwriter represents, warrants to and agrees with the District that, as of the date hereof and as of the Closing Date:

- (a) The execution and delivery hereof and the consummation of the transactions contemplated hereby does not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the MSRB;
- (b) All reports required to be submitted to the MSRB pursuant to Rule G-37 have been or will be submitted to the MSRB; and
- (c) The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to the District's financial advisor, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

10. Covenants of the District. The District covenants and agrees with the Underwriter that:

- (a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky

or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;

- (b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being called the "Official Statement") in such reasonable quantities as may be requested by the Underwriter not later than five business days following the date this Purchase Agreement is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds;

- (c) Subsequent Events; Amendments to Official Statement. If, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds (determined pursuant to Section 17), an event occurs which would cause the information contained in the final Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the District will notify the Underwriter, and, if in the opinion of the District or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will forthwith prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that they will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement. For the purposes of this subsection, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request;

- (d) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Bond Resolution and as described in the Official Statement.

- (e) Filings. The District authorizes the Underwriter to file, to the extent required by the applicable rules promulgated by the SEC or the MSRB, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system); or (ii) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filing referred to above). If an amended Official Statement is prepared in accordance with Section 10(c) of this Purchase Agreement during the "Primary Offering Disclosure Period" (as defined herein), and if required by an applicable SEC Rule or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The "Primary Offering Disclosure Period" is used as defined in MSRB Rule G-32 and shall end on the twenty-fifth day after the Closing Date.

11. Establishment of Issue Price.

(a) Actions to Establish Price. The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) 10% Test. Except for those maturities identified in Appendix A for which the hold-the-offering-price rule described in (c) below shall apply, the District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). Notwithstanding the foregoing, at the time of execution of this Purchase Agreement, the 10% test has been satisfied as to each maturity of the Bonds.

(c) Initial Offering Prices. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter, agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) Selling Group or Retail Distribution Agreements. The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) Sales to the Public; Definitions. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

12. Conditions to Closing. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District, of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

- (a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement;
- (b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Continuing Disclosure Certificate and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; (ii) all actions under the Bond Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Bond Resolution, this Purchase Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;
- (c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;
- (d) Marketability. The market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering price, shall not have been materially adversely affected, in the judgment of the Underwriter, by reason of any of the following:
 - (1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or of the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States or of the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) press release, official statement or other form of notice issued or made:

- (i) by or on behalf of the United States Treasury Department or by or on behalf of the Internal Revenue Service or other governmental agency, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation or State income taxation of the interest received by the owners of the Bonds; or
 - (ii) by or on behalf of the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended or that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect;
- (2) the declaration of war or engagement in or escalation of major military hostilities by the United States or the occurrence of any other national or international emergency or calamity or crisis relating to the effective operation of the government or the financial community in the United States;
- (3) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices on any national security exchange, whether by virtue of a determination of that exchange or by order of the SEC or any other governmental authority having jurisdiction or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;
- (4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force including those relating to the extension of credit by or the charge to the net capital requirements of underwriters;
- (5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;
- (6) a decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or

on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act of 1939, as amended;

- (7) the withdrawal, suspension or downgrading or negative change in credit status, or notice of potential withdrawal, suspension or downgrading or negative change in credit status, of any underlying rating of the District's outstanding indebtedness by a national rating agency.
- (8) any event occurring, or information becoming known which makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;
- (9) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;
- (10) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;
- (11) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;
- (11) any proceeding shall have been commenced or be threatened in writing by the SEC against the District;
- (12) the occurrence, since the date hereof, of any materially adverse change in the affairs or financial condition of the District;
- (13) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

- (14) other disruptive events, occurrences or conditions in the securities or debt markets.
- (e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive copies of the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:
- (1) Bond Opinion and Reliance Letter. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District and in substantially the form attached as Appendix D to the Official Statement, and a reliance letter from Bond Counsel, addressed to the Underwriter, to the effect that the Underwriter may rely upon such approving opinion;
 - (2) Supplemental Opinion. A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the District and the Underwriter, to the effect that:
 - (i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE SERIES C BONDS" (excluding any and all information contained with respect to the Book-Entry Only System of DTC and the Bond Insurer or the Bond Insurance Policy), "APPLICATION OF PROCEEDS OF SERIES C BONDS," "TAX MATTERS" and "CONTINUING DISCLOSURE" to the extent they purport to summarize certain provisions of the Bond Resolution, the Continuing Disclosure Certificate, California law or federal law, fairly and accurately summarize the matters purported to be summarized therein;
 - (ii) assuming due authorization, execution and delivery by the parties to this Purchase Agreement other than the District, this Purchase Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the respective parties thereto and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought; and
 - (iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended;

- (3) Disclosure Counsel Letter. A letter of Jones Hall, A Professional Law Corporation, Disclosure Counsel, dated the Closing Date and addressed to the District and the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the final Official Statement, but on the basis of their participation in conferences with representatives of the District, the Underwriter and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Preliminary Official Statement as of its date, and the final Official Statement as of its date and as of the Closing Date, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial or statistical data, or information concerning DTC and the book-entry only system or the Bond Insurer or Bond Insurance contained in the Preliminary Official Statement or the final Official Statement);
- (4) Certificates of the District. A certificate or certificates signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Bond Resolution and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Preliminary Official Statement and the final Official Statement and on such basis certifies that the Preliminary Official Statement did not as of its date, and the final Official Statement does not as of its date and as of the Closing Date, contain any untrue statement of a material fact, nor omit to state to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Bond Resolution, and (vi) no further consent is required for inclusion of the audit in the Official Statement;
- (5) Arbitrage. A non-arbitrage certificate of the District in form satisfactory to Bond Counsel;
- (6) Bond Resolution. A certificate, together with a fully executed copy of the Bond Resolution to the effect that:
 - (i) such copy is true and correct; and

- (ii) the Bond Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;
- (7) Official Statement. Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule;
- (8) Continuing Disclosure Certificate. The Continuing Disclosure Certificate, duly executed by the District;
- (9) Paying Agent Certificate. A written certificate of U.S. Bank National Association, as agent for the Treasurer and Tax Collector of Ventura County (the "Paying Agent"), executed by a duly authorized representative of the Paying Agent, dated the date of the Closing, to the effect that the Paying Agent is validly existing under the laws of the State, and has full power to enter into, accept and perform its duties under the Bond Resolution;
- (10) Tax Rate and Bonding Capacity Certificates. A certificate signed by a District official setting forth a projection evidencing that tax rates are projected not to exceed \$30 per \$100,000 of assessed value during the term of the Bonds, and a certificate signed by a County official confirming that the District is in compliance with applicable bonding capacity limitations (1.25%);
- (11) Underwriter's Counsel Opinion. An opinion of Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, as counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter;
- (12) Municipal Bond Insurance Policy. The Bond Insurance Policy issued by the Bond Insurer, together with:
 - (i) a certificate of the Bond Insurer dated the date of Closing, in form and substance acceptable to the Underwriter regarding, among other matters, the due authorization, execution and validity of the Bond Insurance Policy, and
 - (ii) an opinion of counsel to the Bond Insurer, dated the date of Closing and addressed to the District and the Underwriter, in form and substance acceptable to the Underwriter.
- (13) Ratings. Evidence that the Bonds have been assigned the ratings set forth on the cover page of the Official Statement, and that such ratings have not been withdrawn or downgraded; and
- (14) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of

Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

- (f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on the Closing Date, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given, to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

13. Conditions to Obligations of the District. The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of the opinion and certificates being delivered at the Closing by persons and entities other than the District.

14. Costs and Expenses. The Underwriter shall deposit with a custodian the amount of \$_____ as referenced in Section 1 hereof, to provide for the payment of expenses incidental to the issuance of the Bonds, including but not limited to the following: (i) the fees and disbursements of the District's financial advisor; (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees for the Bond rating, including all necessary travel expenses; (v) the cost of the printing and distribution of the Official Statement; (vi) the initial fees of the Paying Agent; and (vii) all other fees and expenses incident to the issuance and sale of the Bonds. In addition, the Underwriter shall wire the premium for the Bond Insurance Policy in the amount of \$_____ directly to the Bond Insurer on the Closing Date. The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, to evaluate and consider the fees and expenses being incurred in connection with the issuance of the Bonds. Funds needed for the payment of costs of issuance in excess of the deposit referenced in this paragraph, if any, shall be the sole responsibility of the District.

All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, travel (except in connection with securing a rating on the Bonds), fees of Underwriter's counsel, CUSIP, DTC, DAC and other expenses, shall be paid by the Underwriter.

15. Notices. Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent (or Superintendent's designee), at the address set forth on page 1 hereof, or if to the Underwriter as follows:

RAYMOND JAMES & ASSOCIATES, INC.
10250 Constellation Boulevard, Suite 850
Los Angeles, CA 90067
Phone: 424-303-6406
Attention: Mr. John Baracy, Managing Director

16. Parties in Interest; Survival of Representations and Warranties. This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement.

17. Determination of End of the Underwriting Period. For purposes of this Purchase Agreement, the "end of the underwriting period" for the Bonds is used as defined in Rule 15c2-12 and shall occur on the later of (a) the day of the Closing, or (b) when the Underwriter no longer retains an unsold balance of the Bonds. Unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District, the District may assume that the "end of the underwriting period" is the Closing Date.

18. Severability. In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. Nonassignment. Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

20. Entire Agreement. This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

21. Execution in Counterparts. This Purchase 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.

[Signatures appear on the next page]

21. Applicable Law. This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By: _____
Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

OXNARD SCHOOL DISTRICT

By: _____
Interim Assistant Superintendent,
Business and Fiscal Services

Date: _____, 2020

Time of Execution: _____ p.m. California time

[Signature Page of Bond Purchase Agreement]

APPENDIX A

Maturity Schedule

\$ _____ Current Interest Serial Bonds

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price	Applicable Issue Price Rule
-------------------------------------	-----------------------------	--------------------------	--------------	--------------	--

\$ _____ Denominational Amount
(\$ _____ Maturity Value)
Capital Appreciation Bonds

Maturity Date (August 1)	Denominational Amount	Accretion Rate	Yield to Maturity	Maturity Value	Applicable Issue Price Rule
-------------------------------------	----------------------------------	---------------------------	------------------------------	---------------------------	--

Redemption Provisions

APPENDIX B

FORM OF ISSUE PRICE CERTIFICATE

\$ _____
OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds
Election of 2016, Series C

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Raymond James & Associates, Inc. ("RJ"), hereby certifies based upon information available to it as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) RJ offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A hereto (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, RJ has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) **Hold-the-Offering-Price Maturities** means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) **Holding Period** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) **Issuer** means Oxnard School District.

(e) **Maturity** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) **Public** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) **Sale Date** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2020.

(h) **Underwriter** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents RJ's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificates of Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, RJ is not engaged in the practice of law. Accordingly, RJ makes no representation as to the legal sufficiency of the factual matters set forth herein. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

Dated: _____, 2020

Raymond James & Associates, Inc.
as Underwriter

By: _____
Authorized Representative

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached)

**SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION**

(Attached)

NEW ISSUE - FULL BOOK-ENTRY

INSURED RATING: Standard & Poor's: "____"
UNDERLYING RATING: Standard & Poor's: "____"
See "RATINGS" herein.

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS."

\$ _____ *
OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds
Election of 2016, Series C

Dated: Date of Delivery

Due: August 1, as shown on inside front cover

Authority and Purpose. The captioned General Obligation Bonds, Election of 2016, Series C (the "Bonds") are being issued by the Oxnard School District (the "District") pursuant to certain provisions of the California Government Code and a resolution of the Board of Trustees of the District adopted on October 21, 2020. The Bonds were authorized at an election of the registered voters of the District held on November 8, 2016, which authorized the issuance of \$142,500,000 principal amount of general obligation bonds for the purpose of financing the renovation, construction and improvement of school facilities (the "2016 Authorization"). The Bonds are the third series of bonds to be issued under the 2016 Authorization. See "THE BONDS – Authority for Issuance" and "THE FINANCING PLAN" herein.

Security. The Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied on taxable property within the District and collected by Ventura County (the "County"). The County Board of Supervisors is empowered and is obligated to annually levy *ad valorem* taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates). The District has other series of general obligation bonds outstanding that are similarly secured by *ad valorem* tax levies. See "SECURITY FOR THE BONDS."

Payments. The Bonds are dated the date of delivery and are being issued as Current Interest Bonds and Capital Appreciation Bonds (both as defined herein). The Current Interest Bonds accrue interest at the rates set forth on the inside cover page hereof, payable semiannually on each February 1 and August 1 until maturity or earlier redemption, commencing February 1, 2021. The Capital Appreciation Bonds accrete interest at the accretion rates set forth on the inside cover page hereof, compounded semiannually on February 1 and August 1 of each year, commencing on February 1, 2021 until payment of the accreted value thereof at maturity or upon earlier redemption. Payments of principal and accreted value of and interest on the Bonds will be paid by U.S. Bank National Association, Los Angeles, California, as Paying Agent, to The Depository Trust Company ("DTC") for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds. See "THE BONDS - Description of the Bonds."

Redemption. The Bonds are subject to redemption prior to maturity as described herein. See "THE BONDS – Optional Redemption" and "-Mandatory Sinking Fund Redemption."

Book-Entry Only. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of DTC. Purchasers will not receive physical certificates representing their interests in the Bonds. See "THE BONDS" and "APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Bond Insurance. The scheduled payment of principal of and, in the case of Capital Appreciation Bonds, accreted value of, and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by _____. See "BOND INSURANCE."

--LOGO OF INSURER--

MATURITY SCHEDULE
(See inside cover)

Cover Page. This cover page contains certain information for general reference only. It is not a summary of all the provisions of the Bonds. Prospective investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds will be offered when, as and if issued and accepted by the Underwriter, subject to the approval as to legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel to the District, and subject to certain other conditions. Jones Hall is also serving as Disclosure Counsel to the District. Norton Rose Fulbright US LLP, Los Angeles, California is serving as counsel to the Underwriter. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about November ____, 2020*.



The date of this Official Statement is _____, 2020.

*Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

MATURITY SCHEDULE*

OXNARD SCHOOL DISTRICT (Ventura County, California) General Obligation Bonds Election of 2016, Series C

Base CUSIP[†]: 692020

\$_____ Current Interest Bonds

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP^(†)
-------------------------------------	-----------------------------	--------------------------	--------------	--------------	----------------------------

\$_____ Denominational Amount
(\$_____ Maturity Value)
Capital Appreciation Bonds

Maturity Date (August 1)	Denominational Amount	Accretion Rate	Yield to Maturity	Maturity Value	CUSIP^(†)
-------------------------------------	----------------------------------	---------------------------	------------------------------	---------------------------	----------------------------

*Preliminary; subject to change.

[†] CUSIP Copyright 2020, CUSIP Global Services is a registered trademark of American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, which is managed on behalf of American Bankers Association by S&P Global Market Intelligence.. Neither the District nor the Underwriter takes any responsibility for the accuracy of the CUSIP data.

OXNARD SCHOOL DISTRICT

BOARD OF TRUSTEES

Monica Madrigal Lopez, *President*
Debra Cordes, *Clerk*
Jarely Lopez, *Trustee*
Denis O' Leary, *Trustee*
Veronica Robles-Solis, *Trustee*

DISTRICT ADMINISTRATION

Karling Aguilera-Fort, *Superintendent*
Janet Penanhoat, *Interim Assistant Superintendent, Business & Fiscal Services**

PROFESSIONAL SERVICES

FINANCIAL ADVISOR

CFW Advisory Services, LLC
Emeryville, California

BOND AND DISCLOSURE COUNSEL

Jones Hall, A Professional Law Corporation
San Francisco, California

BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT

U.S. Bank National Association
Los Angeles, California

**Ms. Penanhoat has retired from the District but is serving in this position on an interim basis until a successor has been identified.*

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any bond owner and the District or the Underwriter.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the District or the Underwriter.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Information in Official Statement. The information set forth in this Official Statement has been furnished by the District and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced herein, the words or phrases “will likely result,” “are expected to”, “will continue”, “is anticipated”, “estimate”, “project,” “forecast”, “expect”, “intend” and similar expressions identify “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the District or any other entity described or referenced herein since the date hereof.

Involvement of Underwriter. The Underwriter has provided the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Bond Insurance. _____ (“_____” or the “Bond Insurer”) makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, the Bond Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Bond Insurer, supplied by the Bond Insurer and presented under the heading “BOND INSURANCE” and on APPENDIX H.

Stabilization of and Changes to Offering Prices. The Underwriter may overallocate or take other steps that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Bonds to certain securities dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

Document Summaries. All summaries of the Bond Resolution or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

No Securities Laws Registration. The Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Bonds have not been registered or qualified under the securities laws of any state.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the District, the County, the other parties described in this Official Statement, or the condition of the property within the District since the date of this Official Statement.

Website. The District maintains a website. However, the information presented on the website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
THE FINANCING PLAN	4
SOURCES AND USES OF FUNDS	4
THE BONDS	5
Authority for Issuance	5
Description of the Bonds	5
Book-Entry Only Form	7
Optional Redemption	7
Mandatory Sinking Fund Redemption	8
Notice of Redemption	8
Partial Redemption of Bonds	9
Right to Rescind Notice of Redemption	9
Registration, Transfer and Exchange of Bonds	9
Defeasance	10
APPLICATION OF PROCEEDS OF BONDS	11
Building Fund	11
Debt Service Fund	11
Investment of Proceeds of Bonds	12
DEBT SERVICE SCHEDULES	13
SECURITY FOR THE BONDS	15
<i>Ad Valorem</i> Taxes	15
Debt Service Fund	16
Not a County Obligation	16
Disclosure Relating to COVID-19	16
PROPERTY TAXATION	19
Assessed Valuations	21
Reassessments and Appeals of Assessed Value	24
Typical Tax Rates	25
Secured Tax Levies and Delinquencies - Teeter Plan	26
Largest Property Owners	28
Direct and Overlapping Debt	29
BOND INSURANCE	30
TAX MATTERS	30
CERTAIN LEGAL MATTERS	32
Legality for Investment	32
Absence of Litigation	32
Compensation of Certain Professionals	32
CONTINUING DISCLOSURE	32
RATINGS	33
UNDERWRITING	33
ADDITIONAL INFORMATION	34
APPENDIX A - OXNARD SCHOOL DISTRICT AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR 2018-19	A-1
APPENDIX B - GENERAL AND FINANCIAL INFORMATION FOR OXNARD SCHOOL DISTRICT	B-1
APPENDIX C - ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE CITY OF OXNARD AND VENTURA COUNTY	C-1
APPENDIX D - PROPOSED FORM OF OPINION OF BOND COUNSEL	D-1
APPENDIX E - FORM OF CONTINUING DISCLOSURE CERTIFICATE	E-1
APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM	F-1
APPENDIX G - VENTURA COUNTY INVESTMENT POLICY AND REPORT	G-1
APPENDIX H - TABLE OF ACCRETED VALUES	H-1
APPENDIX I - SPECIMEN MUNICIPAL BOND INSURANCE POLICY	I-1

[THIS PAGE INTENTIONALLY LEFT BLANK]

OFFICIAL STATEMENT

\$ _____ *

OXNARD SCHOOL DISTRICT (Ventura County, California) General Obligation Bonds Election of 2016, Series C

The purpose of this Official Statement, which includes the cover page, inside cover page and attached appendices, is to set forth certain information concerning the sale and delivery of the captioned General Obligation Bonds, Election of 2016, Series C (the “**Bonds**”) by the Oxnard School District (the “**District**”) of Ventura County (the “**County**”), California (the “**State**”).

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of Bonds to potential investors is made only by means of the entire Official Statement.

The District. The District consists of an area of 28 square miles located in the southeastern portion of the County. It was established in 1873 and provides kindergarten through eighth grade educational services to the residents of the City of Oxnard and a portion of the City of Port Hueneme. The District has eleven K-5 elementary schools, six K-8 schools, three 6-8 middle schools, and one special education annex. Enrollment is budgeted for approximately 15,434 students in fiscal year 2020-21. See also Appendix C hereto for demographic and other statistical information regarding the City of Oxnard and the County.

Purpose. The net proceeds of the Bonds will be used to finance school construction and improvements as authorized by the requisite 55% of the voters of the District (the “**2016 Authorization**”) at an election held in the District on November 8, 2016 (the “**Bond Election**”). The Bonds are the third series of bonds issued pursuant to the 2016 Authorization. See “THE FINANCING PLAN” herein.

Authority for Issuance of the Bonds. The Bonds will be issued pursuant to the 2016 Authorization, certain provisions of the Government Code of the State, commencing with Section 53506 thereof (the “**Bond Law**”), and a resolution adopted by the Board of Trustees of the District on October 21, 2020 (the “**Bond Resolution**”). See “THE BONDS - Authority for Issuance” herein.

*Preliminary; subject to change.

Payment and Registration of the Bonds. The Bonds are being issued as current interest bonds which bear current interest payable on a semi-annual basis (the “**Current Interest Bonds**”) and capital appreciation bonds which accrete and compound interest until maturity (the “**Capital Appreciation Bonds**”). The Bonds mature in the years and in the amounts as set forth on the inside cover page hereof. The Bonds will be dated their date of original issuance and delivery (the “**Dated Date**”) and will be issued as fully registered bonds, without coupons, in the denominations of \$5,000 or any integral multiple of \$5,000, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“**DTC**”), and will be available under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described below. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. See “THE BONDS” and “APPENDIX F – Book-Entry Only System.”

Redemption. The Bonds are subject to redemption prior to maturity as described herein. See “THE BONDS – Optional Redemption” and “– Mandatory Sinking Fund Redemption.”

Security and Sources of Payment for the Bonds. The Bonds are general obligation bonds of the District payable solely from *ad valorem* property taxes levied on taxable property located in the District and collected by the County. The County is empowered and is obligated to annually levy *ad valorem* taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except with respect to certain personal property which is taxable at limited rates). See “SECURITY FOR THE BONDS.”

The District has other series of general obligation bonds outstanding that are payable from *ad valorem* taxes levied on taxable property in the District. See “DEBT SERVICE SCHEDULES” and “DISTRICT FINANCIAL INFORMATION – Existing Debt Obligations-General Obligation Bonds” in Appendix B.

Municipal Bond Insurance. Concurrently with the issuance of the Bonds, _____ (“_____”) will issue its Municipal Bond Insurance Policy for the Bonds (the “**Policy**”). The Policy guarantees the scheduled payment of principal of and, in the case of Capital Appreciation Bonds, accreted value of, and interest on the Bonds when due, as set forth in the form of the Policy included as an appendix to this Official Statement. See “BOND INSURANCE” and APPENDIX I.

Tax Matters. In the opinion of Bond Counsel, interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See “TAX MATTERS” and Appendix D hereto for the form of Bond Counsel’s opinion to be delivered concurrently with the Bonds.

COVID-19 Statement. The COVID-19 pandemic has resulted in a public health crisis that is fluid and unpredictable with financial and economic impacts that cannot be predicted. As such, investors are cautioned that the District cannot at this time predict the impacts that the COVID-19 pandemic may have on its enrollment, average daily attendance, operations and finances, property values in the District, and economic activity in the District, the State and the nation, among others. For more disclosure regarding the COVID-19 emergency, see

“SECURITY FOR THE BONDS – Disclosure Regarding COVID-19” herein. See also references to COVID-19 in the sections herein entitled “PROPERTY TAXATION”, and in APPENDIX B under the heading “DISTRICT GENERAL INFORMATION” and “STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS.”

Other Information. This Official Statement speaks only as of its date, and the information contained in this Official Statement is subject to change. Copies of documents referred to in this Official Statement and information concerning the Bonds are available from the Superintendent’s Office at Oxnard School District, 1051 South A Street, Oxnard, California 93030. The District may impose a charge for copying, mailing and handling.

THE FINANCING PLAN

General. The proceeds of the Bonds will be used to finance projects approved by the voters pursuant to the 2016 Authorization, including related costs of issuance. The abbreviated form of the ballot measure (limited to 75 words or less) is as follows:

“To acquire, construct and modernize additional classrooms and support facilities to reduce overcrowding, replace portable classrooms and older schools with new permanent facilities, increase student access to computers and modern classroom technology, improve student safety, reduce operating costs and qualify to receive State funds, shall Oxnard School District be authorized to issue up to \$142,500,000 in bonds at legal interest rates, with an independent Citizens’ Oversight Committee, annual audits, and no money for administrator salaries?”

The Bonds will be the third series of general obligation bonds issued pursuant to the 2016 Authorization.

Bonding Capacity Waiver. Following a public hearing and approval by the District Board of a resolution pursuing a bonding capacity waiver, the District applied for and received a bonding capacity waiver from the State Department of Education on March 9, 2017 (the “**Waiver**”). The Waiver authorizes the District to have general obligation bond indebtedness outstanding in an amount not to exceed 2.12% of assessed valuation as determined at the time of bond issuance pursuant to the California Education Code.

SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Bonds are as follows:

Sources of Funds

Principal Amount of Bonds
Net Original Issue Premium

Total Sources

Uses of Funds

Deposit to Building Fund
Deposit to Debt Service Fund
Costs of Issuance⁽¹⁾

Total Uses

(1) Estimated costs of issuance include, but are not limited to, Underwriter’s discount, printing costs, and fees of Bond Counsel, Disclosure Counsel, Financial Advisor, Paying Agent, bond insurance premium, and the rating agency.

THE BONDS

Authority for Issuance

The Bonds will be issued under the Bond Law and the Bond Resolution. The Bond Resolution was first presented to the District Board as an informational item on October 7, 2020, and was adopted at the next subsequent meeting on October 21, 2020.

Description of the Bonds

Form of Bonds. The Bonds are being issued as Current Interest Bonds and Capital Appreciation Bonds, both as described below. The Bonds mature in the years and in the amounts as set forth on the inside cover page hereof. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of DTC. See “Book-Entry Form” below and “APPENDIX F – DTC and the Book-Entry Only System.”

Current Interest Bonds

The Current Interest Bonds shall be issued in the denominations of \$5,000 principal amount each or any integral multiple thereof. Interest on the Current Interest Bonds is payable semiannually on each February 1 and August 1, commencing February 1, 2021 (each, an “**Interest Payment Date**”).

Each Current Interest Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the fifteenth (15th) day of the month preceding the Interest Payment Date (each, a “**Record Date**”), in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to January 15, 2021, in which event it will bear interest from the date of delivery of the Bonds identified on the cover page hereof. Notwithstanding the foregoing, if interest on any Current Interest Bond is in default at the time of authentication thereof, such Current Interest Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. Payments of principal of and interest on the Current Interest Bonds will be paid by U.S. Bank National Association, Los Angeles, California (the “**Paying Agent**”) to DTC for subsequent disbursement to DTC Participants who will remit such payments to the Beneficial Owners of the Current Interest Bonds.

Capital Appreciation Bonds

The following terms used herein are defined in the Bond Resolution to have the following meanings with respect to the Capital Appreciation Bonds:

“**Accreted Value**” means, with respect to any Capital Appreciation Bond, the total amount of principal thereof and interest payable thereon as of any Compounding Date determined solely by reference to the Table of Accreted Values set forth on such Capital Appreciation Bond, which is attached to this Official Statement as Appendix H. The Accreted Value of any Capital Appreciation Bond as of any date other than a Compounding Date will be the sum of (a) the Accreted Value as of the Compounding Date immediately

preceding the date as of which the calculation is being made plus (b) interest on the Accreted Value determined under the preceding clause (a), computed to the date as of which the calculation is being made at the Accretion Rate set forth on such Capital Appreciation Bond (computed on the basis of a 360-day year of twelve 30-day months).

“Accretion Rate” means the rate which, when applied to the principal amount of any Capital Appreciation Bond and compounded semiannually on each Compounding Date, produces the Maturity Value of such Capital Appreciation Bond on the maturity date thereof.

“Capital Appreciation Bonds” means bonds the interest on which is compounded semiannually on each Compounding Date and is payable in full at maturity as shown in the table of Accreted Value for the Capital Appreciation Bonds and attached to this Official Statement as Appendix H.

“Closing Date” means the date upon which there is a delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Underwriter (as defined herein).

“Compounding Date” means, with respect to any Capital Appreciation Bond, each February 1 and August 1, commencing February 1, 2021, to and including the date of maturity or redemption of such Capital Appreciation Bond.

“Denominational Amount” means, with respect to any Capital Appreciation Bond, the original amount of such Capital Appreciation Bond as of the Closing Date.

“Maturity Value” means, with respect to any Capital Appreciation Bond, the Accreted Value of such Capital Appreciation Bond to be paid at maturity.

As provided in the Bond Resolution, references therein and in this Official Statement to the payment of the principal of and interest on the Bonds includes payment of the Accreted Value and Maturity Value of the Capital Appreciation Bonds, unless otherwise required by the context or by the express provisions of such reference. Further, whenever in the Bond Resolution or in this Official Statement, any reference is made to the rights of the owners of the Bonds as measured by the principal amount of such Bonds, the principal amount of the Capital Appreciation Bonds is deemed to be the Accreted Value thereof as of the date of exercise of such rights.

The Capital Appreciation Bonds are dated the date of delivery, and accrete interest from such date. The Denominational Amount of each maturity of the Capital Appreciation Bonds shall be as shown on the inside cover page hereof. The Capital Appreciation Bonds are issued in denominations such that the Maturity Value thereof shall equal \$5,000 or an integral multiple thereof. The Capital Appreciation Bonds are payable only at maturity, in the years and amounts set forth on the inside cover page hereof.

Interest on the Capital Appreciation Bonds is compounded on February 1 and August 1 of each year, commencing February 1, 2021. Each Capital Appreciation Bond accretes in value daily over the term to its maturity, from its Denominational Amount on the Closing Date to its Accreted Value on its maturity date. The Accreted Value payable on any date shall be

determined solely by reference to the Table of Accreted Values attached to such Capital Appreciation Bond. See “APPENDIX H– Table of Accreted Values.”

The interest portion of the Accreted Value of any Capital Appreciation Bond that is payable on the date of maturity shall represent interest accreted and coming due on such date. The Accreted Value of any Capital Appreciation Bond at maturity shall be payable by check or draft mailed by first-class mail, in lawful money of the United State of America upon presentation and surrender of such Bond at the Office of the Paying Agent. See “APPENDIX F- DTC and the Book-Entry Only System.”

Book-Entry Only System

The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of DTC. Purchasers of the Bonds (the “**Beneficial Owners**”) will not receive physical certificates representing their interest in the Bonds. Payments of principal of and interest on the Bonds will be paid by the Paying Agent to DTC for subsequent disbursement to DTC Participants which will remit such payments to the Beneficial Owners of the Bonds.

As long as DTC’s book-entry method is used for the Bonds, the Paying Agent will send any notice of prepayment or other notices to owners only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the prepayment of the Bonds called for prepayment or of any other action premised on such notice. See “APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

The Paying Agent, the District, and the Underwriter of the Bonds have no responsibility or liability for payments made on account of beneficial ownership or any aspects of the records relating thereto, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the Bonds.

Optional Redemption*

Current Interest Bonds. The Current Interest Bonds maturing on or before August 1, 20__ are not subject to redemption prior to maturity. The Current Interest Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20__, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

**Preliminary; subject to change.*

Capital Appreciation Bonds. The Capital Appreciation Bonds maturing on or before August 1, 20__ are not subject to redemption prior to maturity. The Capital Appreciation Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on February 1, 2028, or on any date thereafter, at a price equal to 100% of the Accreted Value thereof as of the date of redemption, without premium.

Selection of Bonds for Redemption. Whenever less than all of the Outstanding Bonds of any one maturity are designated for redemption, the Paying Agent will select the outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Bond will be deemed to consist of individual Bonds of \$5,000 denominations each, which may be separately redeemed.

Selection of Bonds for Purpose of Redemption. Whenever less than all of the outstanding Bonds of any one maturity are designated for redemption, the Paying Agent will select the outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For the purpose of selection for optional redemption, Bonds will be deemed to consist of \$5,000 portions (principal amount), and any such portion may be separately redeemed. The Bonds may all be separately redeemed.

Mandatory Sinking Fund Redemption

The Current Interest Bonds maturing on August 1, 20__ (the “**Current Interest Term Bonds**”), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedule set forth below. The Current Interest Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments in the amounts and on the dates set forth below, without premium.

\$ _____ Current Interest Term Bonds Maturing August 1, 20__ *

Redemption Date (August 1)	Sinking Fund Payment
_____	_____

**Expected to be the Step Coupon Bonds.*

If any such Current Interest Term Bonds are redeemed pursuant to the optional redemption provisions described above, the total amount of all future sinking fund payments with respect to such Current Interest Term Bonds shall be reduced by the aggregate principal amount of such Current Interest Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 principal amount (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

Notice of Redemption

The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption, to the respective owners of any Bonds designated for redemption, at their

addresses appearing on the registration books. Notice of any redemption of Bonds shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price thereof, and that from and after such date, interest thereon shall cease to accrue.

Neither failure to receive nor failure to send any notice of redemption nor any defect in any such redemption notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds.

Partial Redemption of Bonds

Upon surrender of Bonds redeemed in part only, the District will execute and the Paying Agent will authenticate and deliver to the owner, at the expense of the District, a new Bond or Bonds, of like tenor and maturity and of authorized denominations (or of like Accreted Value in the case of the Capital Appreciation Bonds) equal in transfer amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the County and the District shall be released and discharged thereupon from all liability to the extent of such payment.

Right to Rescind Notice of Redemption

The District has the right to rescind any notice of the optional redemption of Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption will be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption. The District and the Paying Agent have no liability to the owners of the Bonds or any other party related to or arising from such rescission of redemption. The Paying Agent will mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under the Bond Resolution.

Registration, Transfer and Exchange of Bonds

If the book entry system is discontinued, the District will cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Bonds.

If the book entry system is discontinued, the person in whose name a Bond is registered on the Bond Register will be regarded as the absolute owner of that Bond. Payment of the principal of and interest on any Bond will be made only to or upon the order of that person; neither the District, the County nor the Paying Agent will be affected by any notice to the contrary, but the registration may be changed as provided in the Bond Resolution.

Bonds may be exchanged at the principal corporate trust office of the Paying Agent in Los Angeles, California for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and series. Any Bond may, in accordance with its terms, but only if (i) the District determines to no longer maintain the book entry only status of the Bonds, (ii) DTC determines to discontinue providing such services and no successor securities depository is named or (iii) DTC requests the District to deliver Bond certificates to particular DTC Participants, be transferred, upon the books required to be kept pursuant to the provisions of the Bond Resolution, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed.

No exchanges of Bonds shall be required to be made (a) fifteen days prior to an Interest Payment Date or the date established by the Paying Agent for selection of Bonds for redemption until the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) with respect to a Bond after such Bond has been selected or called for redemption in whole or in part.

Defeasance

The Bonds may be paid by the District, in whole or in part, in any one or more of the following ways:

- (a) by paying or causing to be paid the principal or redemption price of and interest on such Bonds (or the Maturity Value or Accreted Value thereof, in the case of Capital Appreciation Bonds), as and when the same become due and payable;
- (b) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in the Bond Resolution) to pay or redeem such Bonds; or
- (c) by delivering such Bonds to the Paying Agent for cancellation by it.

Whenever in the Bond Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may be held by the Paying Agent or by any other fiduciary. Such money or securities may include money or securities held by the Paying Agent in the funds and accounts established under the Bond Resolution and will be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption is given as provided in the Bond Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice, the amount to be deposited or held will be the principal amount or redemption price of such Bonds and all unpaid interest thereon to the redemption date; or

- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the County and the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption is given as provided in the Bond Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice.

Upon the deposit, in trust, at or before maturity, of money or Federal Securities in the necessary amount (as described above) to pay or redeem any outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Bond Resolution or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Bond will cease and be completely discharged, except only that thereafter the owner thereof will be entitled only to payment of the principal of and interest on such Bond by the District, and the District will remain liable for such payment, but only out of such money or securities deposited with the Paying Agent for such payment.

As defined in the Bond Resolution, the term “**Federal Securities**” means United States Treasury notes, bonds, bills or certificates of indebtedness, or obligations issued by any agency or department of the United States which are secured, directly or indirectly, by the full faith and credit of the United States.

APPLICATION OF PROCEEDS OF BONDS

Building Fund

The proceeds from the sale of the Bonds, to the extent of the principal amount thereof, will be paid to the County for credit of the fund created and established by the County Office of Education in the Bond Resolution and known as the “Oxnard School District, General Obligation Bonds, Election of 2016, Series C Building Fund” (the “**Building Fund**”), which will be accounted for as separate and distinct from all other District and County funds. The proceeds will be used solely for the purposes for which the Bonds are being issued and for payment of permissible costs of issuance. Any excess proceeds of the Bonds not needed for the authorized purposes for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of principal of and interest on the Bonds. Interest earnings on the investment of monies held in the Building Fund will be retained in the Building Fund.

Debt Service Fund

As described herein under the heading “SECURITY FOR THE BONDS - Debt Service Fund,” the County Office of Education will establish a debt service fund for the Bonds to be designated the “Oxnard School District, General Obligation Bonds, Election of 2016, Series C Debt Service Fund” (the “**Debt Service Fund**”). Accrued interest and premium, if any, received by the County from the sale of the Bonds will be deposited in the Debt Service Fund which,

together with the collections of *ad valorem* taxes, will be used only for payment of principal of and interest on the Bonds. Interest earnings on the investment of monies held in the Debt Service Fund will be retained in the Debt Service Fund and used to pay the principal of and interest on the Bonds when due. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid, will be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, will be transferred to the District's general fund upon the order of the County, as provided in Section 15234 of the Education Code.

Investment of Proceeds of Bonds

Under California law, the District is generally required to pay all monies received from any source into the County Treasury to be held on behalf of the District. All amounts deposited into the Debt Service Fund, as well as proceeds of taxes held therein for payment of the Bonds, shall be invested at the sole discretion of the County Treasurer pursuant to law and the investment policy of the County. All amounts deposited in the Building Fund of the District shall be invested at the sole discretion of the County Treasurer. See Appendix G for the County's current Investment Policy and recent quarterly report. The County neither monitors investments for arbitrage compliance, nor does it perform arbitrage calculations. The District shall maintain or cause to be maintained detailed records with respect to the applicable proceeds.

[Remainder of page intentionally left blank]

DEBT SERVICE SCHEDULES

The Bonds. The following table shows the debt service schedule with respect to the Bonds (assuming no optional redemptions).

OXNARD SCHOOL DISTRICT Series C Bonds Debt Service Schedule

Date (August 1)	Current Interest Bonds		Capital Appreciation Bonds		Total
	Principal	Interest	Denominational Amount	Accreted Interest	
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
Total					

Aggregate General Obligation Bond Debt Service Schedule. Combined General Obligation Bond Indebtedness. The following table shows the debt service schedule with respect to all outstanding general obligation bonds of the District, together with debt service due on the Bonds, assuming no optional redemptions.

**OXNARD SCHOOL DISTRICT
Combined General Obligation Bonds Debt Service Schedule**

Period Ending (August 1)	2006 Authorization	2012 Authorization	Refunding GOBs	2016 Authorization	2020 Refunding Bonds	Election 2016, Series C Bonds	Total
2021	-	\$1,090,800	\$7,488,674	\$4,131,175	\$3,419,073		
2022	-	1,260,600	6,146,343	4,481,975	4,494,360		
2023	-	1,438,750	6,183,941	4,401,975	4,208,981		
2024	-	1,617,100	7,493,295	4,589,875	3,087,719		
2025	-	1,117,850	7,991,725	4,750,375	3,707,510		
2026	-	1,580,913	7,871,637	4,902,625	3,613,947		
2027	\$3,120,000	1,606,475	3,614,249	5,120,875	5,251,645		
2028	3,245,000	2,355,225	3,200,149	5,349,375	4,666,856		
2029	3,370,000	779,750	3,198,689	5,604,800	6,339,207		
2030	3,505,000	853,106	945,479	5,781,550	7,808,895		
2031	3,650,000	923,406	689,429	6,030,800	7,976,828		
2032	3,795,000	1,000,438	688,948	6,306,800	6,923,220		
2033	3,945,000	309,500	1,458,315	6,588,050	6,840,712		
2034	-	309,500	3,264,083	6,873,550	4,977,578		
2035	-	309,500	3,347,748	7,137,300	5,162,973		
2036	-	884,500	3,433,399	7,437,550	4,820,354		
2037	-	918,656	1,617,900	7,778,300	4,989,215		
2038	-	2,425,819	250,215	8,132,800	5,155,982		
2039	-	1,199,350	2,226,090	8,474,800	4,760,526		
2040	-	1,199,000	311,625	8,842,300	6,857,425		
2041	-	1,197,425	142,525	9,223,550	3,741,398		
2042	-	1,199,625	144,025	8,636,800	3,917,868		
2043	-	1,195,425	1,045,350	8,965,050	1,447,651		
2044	-	-	-	9,306,050	5,507,775		
2045	-	-	-	9,657,550	-		
2046	-	-	-	10,027,300	-		
2047	-	-	-	9,754,500	-		
TOTAL	\$24,630,000	\$26,772,713	\$72,753,831	\$188,287,650	\$119,677,697		

SECURITY FOR THE BONDS

Ad Valorem Taxes

Bonds Payable from Ad Valorem Property Taxes. The Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied and collected by the County. In accordance with California Education Code 15250 and following, the County Board of Supervisors is empowered and obligated to annually levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates). In no event is the District obligated to pay principal of and interest and redemption premium, if any, on the Bonds out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District; provided, however, nothing in the Bond Resolution prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Other Bonds Payable from Ad Valorem Property Taxes. The District has previously issued other general obligation bonds, which are payable from *ad valorem* taxes on a parity basis. In addition to the general obligation bonds issued by the District, there is other debt issued by entities with jurisdiction in the District that is payable from *ad valorem* taxes levied on parcels in the District. See “PROPERTY TAXATION – Direct and Overlapping Debt” below.

Levy and Collection. The County will levy and collect such *ad valorem* taxes in such amounts and at such times as is necessary to ensure the timely payment of debt service. Such taxes, when collected, will be deposited into the debt service fund for the Bonds, which is maintained by the Ventura County Treasurer in accordance with California Education Code Section 15251 and the Bond Resolution, and which is irrevocably pledged for the payment of principal of and interest on the Bonds when due.

District property taxes are assessed and collected by the County in the same manner and at the same time, and in the same installments as other *ad valorem* taxes on real property, and will have the same priority, become delinquent at the same times and in the same proportionate amounts, and bear the same proportionate penalties and interest after delinquency, as do the other *ad valorem* taxes on real property. See “PROPERTY TAXATION” below.

Statutory Lien on Ad Valorem Tax Revenues. Pursuant to Senate Bill 222 effective January 1, 2016, voter-approved general obligation bonds which are secured by *ad valorem* tax collections, including the Bonds, are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien attaches automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the school district or community college district, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act.

Annual Tax Rates. The amount of the annual *ad valorem* tax levied by the County to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate.

Economic and other factors beyond the District's control, such as economic recession, deflation of property values, a relocation out of the District or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood, fire, drought or other natural disaster, could cause a reduction in the assessed value within the District and necessitate a corresponding increase in the annual tax rate. See "PROPERTY TAXATION – Assessed Valuations – Factors Relating to Increases/Decreases in Assessed Value." See also below under the heading "--Disclosure Relating to COVID-19."

Debt Service Fund

The County will establish a "**Debt Service Fund**" for the Bonds, as a separate fund to be maintained distinct from all other funds of the County. All taxes levied by the County for the payment of the principal of and interest and premium (if any) on the Bonds will be deposited in the Debt Service Fund by the County promptly upon receipt. The Debt Service Fund is pledged for the payment of the principal of and interest and premium (if any) on the Bonds when and as the same become due. The County will transfer amounts in the Debt Service Fund to the Paying Agent to the extent necessary to pay the principal of and interest and premium (if any) on the Bonds as the same become due and payable. Funds on deposit in the Debt Service Fund are subject to a statutory lien pursuant to the provisions of Section 15251 of the California Education Code.

If, after payment in full of the Bonds, any amounts remain on deposit in the Debt Service Fund, the District shall transfer such amounts to other debt service funds of the District with respect to outstanding general obligation bonds of the District, if any, and if none, then to its general fund, to be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law.

Not a County Obligation

The Bonds are payable solely from the proceeds of an *ad valorem* tax levied and collected by the County, for the payment of principal, of and interest on the Bonds. Although the County is obligated to collect the *ad valorem* tax for the payment of the Bonds, the Bonds are not a debt of the County.

Disclosure Relating to COVID-19

Background. The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus ("**COVID-19**" or "**Coronavirus**"), which was first detected in China and has spread throughout the world, including to the United States, has been declared a Pandemic by the World Health Organization, a National Emergency by President Trump (the "**President**") and a State of Emergency by State Governor Newsom (the "**Governor**"). The emergency has resulted in tremendous volatility in the financial markets in the United States and globally, and the likely onset of a U.S. and global recession.

The President's declaration of a National Emergency on March 13, 2020 made available more than \$50 billion in federal resources to combat the spread of the virus. A multibillion-dollar Coronavirus relief package was signed into law by the President on March 18, 2020, known as the "Families First Coronavirus Response Act," providing for Medicaid expansion, unemployment benefits and paid emergency leave during the crisis. In an effort to calm the markets, the Federal Reserve lowered its benchmark interest rate to nearly zero, introduced a

large bond-buying program and established emergency lending programs to banks and money market mutual funds. Further, on March 27, 2020, the federal legislation known as the “Coronavirus Aid, Relief, and Economic Security Act” (the “**CARES Act**”) was enacted, being a \$2 trillion relief. The package includes direct payments to taxpayers, jobless benefits, assistance to hospitals and healthcare systems, \$367 billion for loans to small businesses, a \$500 billion fund to assist distressed large businesses, including approximately \$30 billion to The Education Stabilization Fund to provide Emergency Relief Grants to educational institutions and local educational agencies in their respective responses to COVID-19. This funding allocation includes approximately \$13.5 billion in formula funding to the Elementary and Secondary School Emergency Fund to make grants available to each state educational agency to facilitate K-12 schools’ responses to COVID-19.

On April 9, 2020, the Federal Reserve took additional actions to provide up to \$2.3 trillion in loans to support the economy, including supplying liquidity to participating financial institutions in the SBA’s Paycheck Protection Program, purchasing up to \$600 billion in loans through the Main Street Lending Program and offering up to \$500 billion in lending to states and municipalities.

On April 24, 2020, an additional \$484 billion federal aid package was signed, to provide additional funding for the local program for distressed small businesses and to provide funds for hospitals and COVID-19 testing. The legislation adds \$310 billion to the Paycheck Protection Program, increases the small business emergency grant and loan program by \$60 billion, and directs \$75 billion to hospitals and \$25 billion to a new COVID-19 testing program.

At the State level, on March 15, 2020, the Governor ordered the closing of California bars and nightclubs, the cancellation of gatherings of more than 250 and confirmed continued funding for school districts that close under certain conditions. On March 16, 2020, the State legislature passed a two-bill package providing \$1.1 billion in general purpose spending authority for emergency funds to respond to the Coronavirus crisis, including \$100 million for schools to pay for facilities cleaning, protective equipment, supplies and labor.

On March 19, 2020, the Governor issued Executive Order N-33-20, a blanket shelter-in-place order, ordering all California residents to stay home except for certain essential jobs and essential needs. Thereafter, on May 4, 2020, the Governor’s Order N-60-20 informed local health jurisdictions and industry sectors that they may gradually reopen pursuant to guidance provided from the State’s Public Health Officer, which was provided on May 7, 2020. The State’s reopening approach is being conducted in accordance with “California’s Pandemic Roadmap” which identifies four stages of the pandemic, being (1) safety and preparation, (2) reopening of lower risk workplaces and other spaces, (3) reopening of higher risk workplaces and other spaces, and (4) easing of final restrictions leading to the end of the state at home order. The Roadmap identifies criteria and procedures for reducing restrictions by local officers that might be less restrictive than statewide measures. The stages will be phased in gradually, and counties which have met readiness criteria and worked with the State Department of Public Health can permit more activities as outlined by the State for variances by county. On August 28, 2020, the State released a “Blueprint for a Safer Economy” (the “**State’s Blueprint**”) with revised criteria for loosening and tightening restrictions on activities based on a tier system. Information about the tier system and new criteria is available in the Governor’s News release at <https://www.gov.ca.gov/2020/08/28/governor-newsom-unveils-blueprint-for-a-safer-economy-a-statewide-stringent-and-slow-plan-for-living-with-covid-19/>. The information on such web site is not incorporated herein by reference.

Local jurisdictions within the State also issued shelter-in-place orders, which can impose greater restrictions than are contained in the State order.

The COVID-19 outbreak is ongoing, and the ultimate geographic spread of the virus, the duration and severity of the outbreak, the economic impacts and actions that may be taken by governmental authorities to contain the outbreak or to treat its impacts are uncertain and cannot be predicted. Additional information with respect to events surround the outbreak of COVID-19 and responses thereto can be found on State and local government websites, including but not limited to: the Governor's office (<http://www.gov.ca.gov>) and the California Department of Public Health (<https://covid19.ca.gov>). *The District has not incorporated by reference the information on such websites, and neither the District nor the Underwriter assume any responsibility for the accuracy of the information on such websites.*

Impacts on Global and Local Economies; Potential Declines in State Revenues. The COVID-19 public health emergency is altering the behavior of businesses and people in a manner that will have negative impacts on global and local economies, including the economy of the State. A substantial increase in unemployment has occurred and a decline in State revenues including derived from personal income tax receipts is expected. The District cannot predict the short or long term impacts the COVID-19 emergency and the responses of federal, State or local governments thereto, will have on global, State-wide and local economies, which could impact District operations and finances, and local property values.

Suspension of Classroom Instruction; Remote Learning. The shelter in place orders suspended in-person classroom instruction throughout California schools from March 2020 through the end of the academic year. School districts in the State have generally commenced the 2020-21 academic year in accordance with the Governor's order of July 17, 2020 (Pandemic Plan for Learning and Safe Schools) and the State's Blueprint.

Schools located in counties in the Tier 1 (Purple-Widespread) tier are not permitted to reopen for in-person instruction until their county has been in Tier 2 (Red -Substantial) or lower tier for at least two weeks. Schools that are K-6 can apply for a waiver to reopen, which can be granted based on satisfying certain criteria. Under the State's Blueprint, as of September 8, 2020, the County is in Tier 1 (Purple).

With respect to funding of school districts in light of the COVID-19 pandemic, State law allows school districts to apply for a waiver to hold them harmless from the loss of State apportionment funding based on attendance and state instructional time penalties when they are forced to close schools due to emergency conditions. In addition, Executive Order N-26-20 provides for continued State funding to support distance learning or independent study, providing subsidized school meals to low-income students, continuing payment for school district employees, and, to the extent practicable, providing for attendance calculations supervision of students during school hours. In addition, Senate Bill 117 (March 17, 2020) addresses attendance issues and instructional hour requirements, among other items, and effectively holds schools harmless from funding losses that could result from these issues under existing education funding formulas. See Appendix B under the heading "DISTRICT FINANCIAL INFORMATION – Education Funding Generally." In addition, federal funding to school districts is available to most school districts under the CARES Act.

The District cannot predict all of the possible impacts that the COVID-19 emergency might have on its finances or programs or the credit ratings on its debt obligations. Examples of

possible effects are on the unanticipated costs of mitigation measures and of implementing distance learning, deteriorating economies reducing local and State revenues, declining assessed values, possible lower credit ratings, material impact on the investments in the State pension trusts, which could materially increase the unfunded actuarial accrued liability of the STRS Defined Benefit Program and PERS Schools Pool, which, in turn, could result in material changes to the District's required contribution rates in future fiscal years, among others.

General Obligation Bonds Secured by Ad Valorem Tax Revenues. Notwithstanding the impacts the COVID-19 emergency may have on the economy in the State, the County and the District or on the District's general purpose revenues, the Bonds described herein are voter-approved general obligations of the District payable solely from the levy and collection of *ad valorem* property taxes, unlimited as to rate or amount, and are not payable from the general fund of the District. The District cannot predict the impacts that the Coronavirus emergency might have on local property values or tax collections. See "SECURITY FOR THE BONDS – Ad Valorem Taxes" and "PROPERTY TAXATION – Teeter Plan; Property Tax Collections" herein.

PROPERTY TAXATION

Property Tax Collection Procedures

Generally. In California, property which is subject to *ad valorem* taxes is classified as "secured" or "unsecured." The "secured roll" is that part of the assessment roll containing (1) state assessed public utilities' property and (2) property the taxes on which are a lien on real property sufficient, in the opinion of the county assessor, to secure payment of the taxes. A tax levied on unsecured property does not become a lien against such unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on such secured property, regardless of the time of the creation of the other liens. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1-1/2% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the county in which the property is located.

Property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction as of the preceding January 1. A bill enacted in 1983, Senate Bill 813 (Statutes of 1983, Chapter 498), however, provided for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Thus, this legislation eliminated delays in the realization of increased property taxes from new assessments. As amended, Senate Bill 813 provided increased revenue to taxing jurisdictions to the extent that supplemental assessments of new construction or changes

of ownership occur subsequent to the January 1 lien date and result in increased assessed value.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent, if unpaid on the following August 31. A 10% penalty is also attached to delinquent taxes in respect of property on the unsecured roll, and further, an additional penalty of 1-1/2% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder's office, in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes in respect of property on the secured roll is the sale of the property securing the taxes for the amount of taxes which are delinquent.

Waiver of State Laws Relating to Penalties for Non-Payment of Property Taxes. In an attempt to mitigate the effects of the COVID-19 pandemic on State property taxpayers, on May 6, 2020, the Governor signed Executive Order N-61-20 ("**Order N-61-20**"). Under Order N-61-20, certain provisions of the State Revenue and Taxation Code are suspended until May 6, 2021 to the extent said provisions require a tax collector to impose penalties, costs or interest for the failure to pay secured or unsecured property taxes, or to pay a supplemental bill, before the date that such taxes become delinquent. Said penalties, costs and interest shall be cancelled under the conditions provided for in Order N-61-20, including if the property is residential real property occupied by the taxpayer or the real property qualifies as a small business under certain State laws, the taxes were not delinquent prior to March 4, 2020, the taxpayer files a claim for relief with the tax collector, and the taxpayer demonstrates economic hardship or other circumstances that have arisen due to the COVID-19 pandemic or due to a local, state, or federal governmental response to COVID-19.

Disclaimer Regarding Property Tax Collection Procedures. The property tax collection procedures described above are subject to amendment based on legislation or executive order, including Order N-61-20, which may be enacted by the State legislature or declared by the Governor from time to time. The District cannot predict the impact of Order N-61-20 on property tax revenues in the County or the District, whether future amendments or orders will occur, and what impact, if any, said future amendments or orders could have on the procedures relating to the levy and collection of property taxes, and related interest and penalties.

Taxation of State-Assessed Utility Property

The State Constitution provides that most classes of property owned or used by regulated utilities be assessed by the State Board of Equalization ("**SBE**") and taxed locally. Property valued by the SBE as an operating unit in a primary function of the utility taxpayer is known as "unitary property," a concept designed to permit assessment of the utility as a going concern rather than assessment of each individual element of real and personal property owned by the utility taxpayer. State-assessed unitary and "operating nonunitary" property (which excludes nonunitary property of regulated railways) is allocated to the counties based on the situs of the various components of the unitary property. Except for unitary property of regulated railways and certain other excepted property, all unitary and operating nonunitary property is

taxed at special county-wide rates and tax proceeds are distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

Assessed Valuations

Assessed Valuation History. The assessed valuation of property in the District is established by the County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the “full value” of the property, as defined in Article XIII A of the California Constitution. The full value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or to reflect a reduction in the consumer price index or comparable data for the area, or to reflect declines in property value caused by substantial damage, destruction or other factors, including assessment appeals filed by property owners. For a discussion of how properties currently are assessed, see Appendix B under the heading “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS.”

Certain classes of property, such as churches, colleges, not-for-profit hospitals, and charitable institutions, are exempt from property taxation and do not appear on the tax rolls.

Shown in the following table are recent assessed valuations for the District.

**OXNARD SCHOOL DISTRICT
Historical Assessed Valuations
Fiscal Year 2008-09 through Fiscal Year 2019-20**

Fiscal Year	Local Secured	Utility	Unsecured	Total Before Redevelopment Increment	% Change
2008-09	\$10,289,763,060	\$44,811,506	\$588,785,515	\$10,923,360,081	--
2009-10	9,586,571,904	48,411,506	621,989,118	10,256,972,528	(6.5)%
2010-11	9,534,052,884	76,631,223	612,272,200	10,222,956,307	(0.3)
2011-12	9,474,840,551	66,837,369	587,163,739	10,128,841,659	(0.9)
2012-13	9,577,905,562	53,637,640	593,233,603	10,224,776,805	0.9
2013-14	9,875,630,783	34,435,156	613,236,660	10,523,302,599	2.9
2014-15	10,597,503,942	39,593,576	621,441,796	11,258,539,314	7.0
2015-16	11,159,738,946	35,923,728	615,391,189	11,811,053,863	4.9
2016-17	11,572,450,695	27,821,419	630,809,104	12,231,081,218	3.6
2017-18	12,162,886,371	26,420,545	624,628,048	12,813,934,964	4.8
2018-19	12,722,763,657	22,019,444	665,603,830	13,410,386,931	4.7
2019-20	13,296,260,662	19,486	766,628,545	14,062,908,693	4.9

Source: California Municipal Statistics, Inc.

Factors Relating to Increases/Decreases in Assessed Value. Economic Conditions; Disasters. As indicated in the previous table, assessed valuations are subject to change in each year. Increases or decreases in assessed valuation result from a variety of factors including but not limited to general economic conditions, supply and demand for real property in the area, government regulations such as zoning, and man-made or natural disasters such as earthquakes, fires, floods and drought, or epidemics such as COVID-19. Notable natural disasters in recent years include drought conditions throughout the State, which ended in 2017 due to record-level precipitation in late 2016 and early 2017, and wildfires in different regions of the State, and related flooding and mudslides. The most destructive of the recent wildfires, which have burned thousands of acres and destroyed thousands of homes and structures, have originated in wildlands adjacent to urban areas. Seismic activity is also a risk in the region

where the District is located. Although fires have occurred in areas adjacent to the District, recent major wildfires have not occurred within District boundaries.

Currently the world is experiencing a global pandemic as a result of the outbreak of COVID-19 which could result in an economic recession or depression that could cause general marked declines in property values. For disclosure relating to the COVID-19 emergency, see also "SECURITY FOR THE BONDS – Disclosure Relating to Coronavirus."

The District cannot predict or make any representations regarding the effects that wildfires, other type of natural or manmade disasters and related conditions or economic conditions have or may have on the value of taxable property within the District, or to what extent the effects said disasters might have on economic activity in the District or throughout the State.

Initiative for Split-Roll Approach to Property Taxation. A State constitutional amendment designated as the California Schools and Local Community Funding Act of 2020, has qualified by initiative for the November 3, 2020 ballot which, if approved by State voters by majority vote, would amend the Constitution to change to a split roll approach to determine property values for purposes of property taxation. If approved, the Constitution will be amended to provide for the reassessment to fair market value of certain commercial and industrial real properties every three years, overriding the current two percent limitation on annual assessment increases until a property changes ownership. The resulting increases in property tax revenues would be allocated among local public agencies. The District cannot predict if such initiative will be successful or the impact it might have on assessed values in the District.

Parcels by Land Use. The following table shows a breakdown of local secured property assessed value and parcels within the District by land use for Fiscal Year 2019-20.

**OXNARD SCHOOL DISTRICT
Local Secured Property Assessed Valuation and Parcels by Land Use
Fiscal Year 2019-20**

	2019-20	% of	No. of	% of
<u>Non-Residential:</u>	<u>Assessed Valuation</u> ⁽¹⁾	<u>Total</u>	<u>Parcels</u>	<u>Total</u>
Agricultural	\$ 204,264,836	1.54%	130	0.41%
Commercial	793,767,029	5.97	855	2.69
Vacant Commercial	27,390,874	0.21	56	0.18
Industrial/Food Processing	1,463,048,246	11.00	611	1.92
Oil & Gas Production	151,899,962	1.14	42	0.13
Vacant Industrial	54,768,739	0.41	92	0.29
Recreational	16,787,307	0.13	26	0.08
Government/Social/Institutional	8,574,162	0.06	484	1.52
Miscellaneous	<u>35,308,526</u>	<u>0.27</u>	<u>250</u>	<u>0.79</u>
Subtotal Non-Residential	\$2,755,809,681	20.73%	2,546	8.01%
<u>Residential:</u>				
Single Family Residence	\$7,320,378,777	55.06%	18,679	58.79%
Condominium/Townhouse	2,225,649,296	16.74	6,814	21.45
Mobile Home	13,945,808	0.10	656	2.06
Mobile Home Park	11,948,429	0.09	8	0.03
2-4 Residential Units	323,526,022	2.43	909	2.86
5+ Residential Units/Apartments	484,078,240	3.64	288	0.91
Hotel/Motel	72,398,261	0.54	59	0.19
Timeshare	723,269	0.01	1,647	5.18
Vacant Residential	<u>87,802,879</u>	<u>0.66</u>	<u>164</u>	<u>0.52</u>
Subtotal Residential	\$10,540,450,981	79.27%	29,224	91.99%
Total	\$13,296,260,662	100.00%	31,770	100.00%

(1) Local Secured Assessed Valuation, excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Per Parcel Assessed Valuation of Single-Family Homes. The table below shows the per parcel assessed valuation of single-family homes in the District for Fiscal Year 2019-20.

OXNARD SCHOOL DISTRICT
Per Parcel Assessed Valuation of Single-Family Homes
Fiscal Year 2019-20

	No. of Parcels	2019-20 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
Single Family Residential	18,679	\$7,320,378,777	\$391,904	\$342,955

2019-20 Assessed Valuation	No. of Parcels ⁽¹⁾	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
\$0 - \$49,999	631	3.378%	3.378%	\$ 25,373,604	0.347%	0.347%
\$50,000 - \$99,999	1,571	8.411	11.789	111,290,953	1.520	1.867
\$100,000 - \$149,999	831	4.449	16.237	103,738,801	1.417	3.284
\$150,000 - \$199,999	1,019	5.455	21.693	180,968,399	2.472	5.756
\$200,000 - \$249,999	1,753	9.385	31.078	398,990,785	5.450	11.207
\$250,000 - \$299,999	1,938	10.375	41.453	531,817,122	7.265	18.471
\$300,000 - \$349,999	1,832	9.808	51.261	594,979,234	8.128	26.599
\$350,000 - \$399,999	1,779	9.524	60.785	666,317,702	9.102	35.701
\$400,000 - \$449,999	1,614	8.641	69.426	684,031,223	9.344	45.046
\$450,000 - \$499,999	1,351	7.233	76.658	638,256,449	8.719	53.764
\$500,000 - \$549,999	949	5.081	81.739	497,262,699	6.793	60.557
\$550,000 - \$599,999	796	4.261	86.000	457,868,980	6.255	66.812
\$600,000 - \$649,999	621	3.325	89.325	386,396,744	5.278	72.090
\$650,000 - \$699,999	429	2.297	91.622	288,542,861	3.942	76.032
\$700,000 - \$749,999	318	1.702	93.324	230,331,892	3.146	79.179
\$750,000 - \$799,999	246	1.317	94.641	190,390,317	2.601	81.779
\$800,000 - \$849,999	146	0.782	95.423	120,762,229	1.650	83.429
\$850,000 - \$899,999	108	0.578	96.001	93,874,876	1.282	84.711
\$900,000 - \$949,999	94	0.503	96.504	87,011,672	1.189	85.900
\$950,000 - \$999,999	51	0.273	96.777	49,627,313	0.678	86.578
\$1,000,000 and greater	<u>602</u>	<u>3.223</u>	100.000	<u>982,544,922</u>	<u>13.422</u>	100.000
Total	18,679	100.000%		\$7,320,378,777	100.000%	

(1) Improved single-family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc.

Reassessments and Appeals of Assessed Value

There are general means by which assessed values can be reassessed or appealed that could adversely impact property tax revenues within the District.

Appeals may be based on Proposition 8 of November 1978, which requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution" in Appendix B.

Under California law, property owners may apply for a Proposition 8 reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the County board of equalization or assessment appeals board. In most

cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values, adjusted for inflation, when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

Proposition 8 reductions may also be unilaterally applied by the County Assessor. The District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers or by reductions initiated by the County Assessor. Any reduction in aggregate District assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, will cause the tax rate levied to repay the Bonds to increase accordingly, so that the fixed debt service on the Bonds (and other outstanding general obligation bonds, if any) may be paid.

Typical Tax Rates

The table below summarizes the total *ad valorem* tax rates levied by all taxing entities for property in the District which lies in Tax Rate Area 3-001 (26.62% of District's total 2019-20 assessed value) during fiscal years 2015-16 through 2019-20.

OXNARD SCHOOL DISTRICT
Typical Tax Rates
(TRA 3-001)
Dollars per \$100 of Assessed Valuation
Fiscal Years 2015-16 through 2019-20

	2015-16	2016-17	2017-18	2018-19	2019-20
1% General Fund Levy	\$1.000000	\$1.000000	\$1.000000	\$1.000000	\$1.000000
Oxnard School District	.099200	.092100	.083700	.110900	.105900
Oxnard Union HSD	.028200	.022100	.028700	.047500	.049100
Ventura CCD	.013000	.015500	.015100	.015200	.014300
Metropolitan Water District	.003500	.003500	.003500	.003500	.003500
City of Oxnard	.067563	.047429	.068774	.062796	.060177
Total	\$1.211463	\$1.180629	\$1.199774	\$1.239896	\$1.232977

Source: California Municipal Statistics, Inc.

Secured Tax Levies and Delinquencies - Teeter Plan

The Board of Supervisors of the County has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “**Teeter Plan**”), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan, each entity levying property taxes in the County may draw on the amount of uncollected secured taxes credited to its fund, in the same manner as if the amount credited had been collected. The District participates in the Teeter Plan, and thus receives 100% of secured property taxes levied in exchange for foregoing any interest and penalties collected on delinquent taxes. Currently, the County includes general obligation bond levies, including for general obligation bonds issued by the District, in its Teeter Plan.

So long as the Teeter Plan remains in effect and the County continues to include the District in the Teeter Plan, the District’s receipt of revenues with respect to the levy of *ad valorem* property taxes will not be dependent upon actual collections of the *ad valorem* property taxes by the County. However, under the statute creating the Teeter Plan, the Board of Supervisors of the County could, under certain circumstances, terminate the Teeter Plan in its entirety and, in addition, the Board of Supervisors of the County could terminate the Teeter Plan with respect to the District if the delinquency rate for all *ad valorem* property taxes levied within the District in any year exceeds 3%. In the event that the Teeter Plan were terminated in the County with regard to the secured tax roll, the amount of the levy of *ad valorem* property taxes in the District would depend upon the collections of the *ad valorem* property taxes within the County and delinquency rates experienced with respect to the parcels within the District. With respect to general obligation bonds, county assessors are authorized to levy taxes sufficient to pay debt service on bonds coming due, including at a rate that will provide for a reserve in the event of delinquencies. The District cannot represent the sufficiency of any such reserve to the extent necessary to cover delinquent taxes, to the extent the Teeter Plan were amended or discontinued.

The District cannot provide any assurances that the County will continue to maintain the Teeter Plan described above, or will have sufficient funds available to distribute the full amount of the District’s share of property tax collections to the District. The ability of the County to maintain the Teeter Plan may depend on its financial resources and may be affected by future property tax delinquencies. Property tax delinquencies may be impacted by economic and other factors beyond the District’s or the County’s control, including the ability or willingness of property owners to pay property taxes during an economic recession or depression. An economic recession or depression could be caused by many factors outside the control of the District, including high interest rates, reduced consumer confidence, reduced real wages or reduced economic activity as a result of the spread of COVID-19 or other outbreak of disease or natural or manmade disaster. See “SECURITY FOR THE BONDS – Disclosure Relating to the COVID-19.”

Furthermore, the District cannot predict the impact, if any, that changes or modifications to property tax collection procedures, including Order N-61-20 which waives the collection of certain penalties and interest on delinquent property taxes resulting from the COVID-19 pandemic, might have on the County’s Teeter Plan. See “PROPERTY TAXATION – Property Tax Collection Procedures” herein.

Notwithstanding the Teeter Plan, the following table shows secured tax charges and delinquencies for secured property in the District for property within the District for fiscal years 2010-11 through 2018-19 with respect to the one percent general fund apportionment.

**OXNARD SCHOOL DISTRICT
Secured Tax Charges and Delinquencies
Fiscal Years 2010-11 Through 2018-19**

<u>Fiscal Year</u>	<u>Secured Tax Charge⁽¹⁾</u>	<u>Amount Delinquent June 30</u>	<u>Percent Delinquent June 30</u>
2010-11	\$18,765,320	\$357,250	1.90%
2011-12	18,542,778	266,915	1.44
2012-13	18,752,651	257,067	1.37
2013-14	19,310,523	175,741	0.91
2014-15	20,727,531	171,390	0.83
2015-16	21,915,073	299,222	1.37
2016-17	22,639,025	183,585	0.81
2017-18	23,700,425	178,793	0.75
2018-19	24,834,149	181,150	0.73

(1) 1% General Fund apportionment.
Source: California Municipal Statistics, Inc

[Remainder of Page Intentionally Left Blank]

Largest Property Owners

The following table shows the 20 largest taxpayers in the District as determined by local secured assessed valuation in fiscal year 2019-20. Each taxpayer listed below is a unique name listed on the tax rolls. The District cannot determine from County assessment records whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the table below. A large concentration of ownership in a single individual or entity results in a greater amount of tax collections which are dependent upon that property owner's ability or willingness to pay property taxes.

OXNARD SCHOOL DISTRICT Largest 2019-20 Local Secured Taxpayers

	Property Owner	Primary Land Use	2019-20 Assessed Valuation	% of Total⁽¹⁾
1.	CA Resources Petroleum Corp.	Oil & Gas Production	\$129,560,294	0.97%
2.	F. Oliveira Ranch Co., Lessor	Shopping Center	90,671,671	0.68
3.	BG Terminal CA LLC, Lessor	Industrial	71,597,737	0.54
4.	Pegh Investments LLC	Industrial	64,380,627	0.48
5.	Seminis Vegetable Seeds Inc.	Industrial	53,799,945	0.40
6.	Centerpoint Mall LLC	Shopping Center	52,184,419	0.39
7.	Sysco Food Services of Ventura	Industrial	45,856,127	0.34
8.	Cedar Cresting LP	Apartments	41,730,806	0.31
9.	Western Precooling Systems	Industrial	38,408,776	0.29
10.	Madera My Dear LP	Apartments	37,684,500	0.28
11.	MPL Property Holdings LLC	Residential Land	35,440,093	0.27
12.	Ostrow Partnership	Shopping Center	31,769,650	0.24
13.	Swift Investments Co.	Shopping Center	31,713,953	0.24
14.	Boskovich Farms Inc.	Industrial	30,491,401	0.23
15.	ROIC California LLC	Shopping Center	30,124,065	0.23
16.	Raypak Inc.	Industrial	29,902,624	0.22
17.	Cavort Properties LP	Apartments	29,392,765	0.22
18.	Rexford Industrial Realty LP	Industrial	28,817,658	0.22
19.	John McGrath Family Partnership LP	Commercial Properties	27,282,157	0.21
20.	Deardorff-Jackson Co.	Industrial	<u>26,125,731</u>	<u>0.20</u>
			\$926,934,999	6.97%

(1) 2019-20 local secured assessed valuation:\$13,296,260,662
Source: California Municipal Statistics, Inc.

Direct and Overlapping Debt

Set forth below is a direct and overlapping debt report (the “**Debt Report**”) prepared by California Municipal Statistics, Inc. with respect to debt dated as of August 1, 2020. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith. The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

OXNARD SCHOOL DISTRICT Statement of Direct and Overlapping Bonded Debt Dated as of August 1, 2020

2019-20 Assessed Valuation: \$14,062,908,693

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 8/1/20</u>
Metropolitan Water District	0.445%	\$ 165,985
Ventura County Community College District	9.962	26,894,358
Oxnard Union High School District	30.790	76,558,416
Oxnard School District	100.000	254,379,093 (1) (2)
City of Oxnard Community Facilities District No. 1	100.000	7,175,000
City of Oxnard Community Facilities District No. 3	100.000	24,135,000
City of Oxnard 1915 Act Bonds (Estimate)	Various	<u>2,539,580</u>
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$391,847,432
<u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
Ventura County Certificates of Participation	9.959%	\$33,309,369
Ventura County Superintendent of Schools Certificates of Participation	9.959	874,898
Oxnard Union High School District Certificates of Participation	30.790	5,597,885
Oxnard School District Certificates of Participation	100.000	10,497,900
City of Oxnard General Fund Obligation	61.153	47,907,524
City of Port Hueneme Pension Obligation Bonds	37.804	1,278,249
City of San Buenaventura General Fund Obligations	0.012	<u>3,063</u>
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$99,468,888
<u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u>		
Oxnard Redevelopment Agency H.E.R.O. Project Area	33.524%	\$ 5,900,224
Oxnard Redevelopment Agency Merged Project Area	100.000	<u>7,075,000</u>
TOTAL OVERLAPPING TAX INCREMENT DEBT		\$12,975,224
COMBINED TOTAL DEBT		\$504,291,544 (3)

Ratios to 2019-20 Assessed Valuation:

Direct Debt (\$254,379,093)	1.81%
Total Direct and Overlapping Tax and Assessment Debt	2.79%
Combined Direct Debt (\$264,876,993)	1.88%
Combined Total Debt	3.59%

Ratios to Redevelopment Incremental Valuation (\$1,344,736,448):

Overlapping Tax Increment Debt	0.96%
--------------------------------------	-------

(1) Excludes the Bonds but includes the Refunded Bonds.

(2) Excludes accreted value of capital appreciation bonds.

(3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

BOND INSURANCE

The following information has been furnished by the Bond Insurer for use in this Official Statement. No representation is made as to the accuracy or completeness of this information, or the absence of material adverse changes therein at any time subsequent to the date hereof. Reference is made to APPENDIX H for a specimen of the Policy.

-TO COME-

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of

accrued original issue discount on such Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Bonds, or as to the consequences of owning or receiving interest on the Bonds, as of any future date. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the Bonds, the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

Form of Opinion. A copy of the proposed form of opinion of Bond Counsel is attached hereto as APPENDIX D.

CERTAIN LEGAL MATTERS

Legality for Investment

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and under provisions of the California Government Code, the Bonds are eligible to secure deposits of public moneys in California.

Absence of Litigation

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened that (i) questions the political existence of the District, (ii) contests the District's ability to receive *ad valorem* taxes or to collect other revenues or (iii) contests the District's ability to issue and retire the Bonds.

The District is routinely subject to lawsuits and claims in the regular course of administering the District. In the opinion of the District, the aggregate amount of the uninsured liabilities of the District under these lawsuits and claims will not materially affect the financial position or operations of the District.

Compensation of Certain Professionals

Payment of the fees and expenses of Jones Hall, A Professional Law Corporation, as Bond Counsel and Disclosure Counsel to the District, Norton Rose Fulbright US LLP, as Underwriter's Counsel, and CFW Advisory Services, LLC, as financial advisor to the District, is contingent upon issuance of the Bonds.

CONTINUING DISCLOSURE

The District has covenanted for the benefit of holders and beneficial owners of the Bonds to provide certain financial information and operating data relating to the District by not later than nine (9) months following the end of the District's fiscal year (which currently would be by March 31 each year based upon the June 30 end of the District's fiscal year), commencing by March 31, 2021, with the report for the 2019-20 Fiscal Year (the "**Annual Report**"), and to provide notices of the occurrence of certain enumerated events. The Annual Report and any event notices will be filed by the District with the Municipal Securities Rulemaking Board (the "**MSRB**"). The specific nature of the information to be contained in an Annual Report or other notices is set forth below under the caption "APPENDIX E - FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the "**Rule**").

The District has made undertakings pursuant to the Rule in connection with prior debt issuances. Specific instances of non-compliance with prior undertakings in the previous five years are (i) filing annual reports for fiscal years 2014 and 2015 late, (ii) filing operating data late or filing operating data that did not conform to all of the requirements of certain previous undertakings for fiscal years ending 2014, 2015, 2017 and 2018, (iii) the late filing of the District's first interim and budget reports for the fiscal years ending in 2014 through 2018, which have a December 1 filing deadline, (iv) not filing in a timely manner notices of rating changes

with respect to rating downgrades and upgrades for bond insurers which insure certain of the District's debt issues, and (v) not filing in a timely manner notices of failure to file annual reports and ratings change notices.

The District currently serves as its own dissemination agent in connection with its prior undertakings as well as the undertaking relating to the Bonds.

Neither the County nor any other entity other than the District shall have any obligation or incur any liability whatsoever with respect to the performance of the District's duties regarding continuing disclosure.

RATINGS

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("**S&P**"), is expected to assign its rating of "____" to the Bonds, based on the understanding that the Bond Insurer will deliver its Bond Insurance Policy with respect to the Bonds upon delivery. See "BOND INSURANCE."

In addition, S&P has assigned an underlying rating of "____" to the Bonds. Such ratings reflect only the view of S&P and an explanation of the significance of such ratings may be obtained only from S&P. The District has provided certain additional information and materials to S&P (some of which does not appear in this Official Statement). There is no assurance that such ratings will continue for any given period of time or that the ratings will not be revised downward or withdrawn entirely by S&P if, in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

UNDERWRITING

The Bonds are being purchased by Raymond James & Associates, Inc. (the "**Underwriter**"). The Underwriter has agreed to purchase the Bonds at a price of \$_____ which is equal to the initial principal amount of the Bonds of \$_____, plus original issue premium of \$_____ less an Underwriter's discount of \$_____.

The bond purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds (if any are purchased), and provides that the Underwriter's obligation to purchase is subject to certain terms and conditions, including the approval of certain legal matters by counsel.

The Underwriter may offer and sell Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed by the Underwriter.

ADDITIONAL INFORMATION

The discussions herein about the Bond Resolution and the Continuing Disclosure Certificate are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and for full and complete statements of such provisions reference is made to such documents. Copies of these documents mentioned are available from the Underwriter and following delivery of the Bonds will be on file at the offices of the Paying Agent in Los Angeles, California.

References are also made herein to certain documents and reports relating to the District; such references are brief summaries and do not purport to be complete or definitive. Copies of such documents are available upon written request to the District.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners of any of the Bonds.

The execution and delivery of this Official Statement have been duly authorized by the District.

OXNARD SCHOOL DISTRICT

By: _____
Assistant Superintendent,
Business & Fiscal Services

APPENDIX A
OXNARD SCHOOL DISTRICT
AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR 2018-19

APPENDIX B

DISTRICT GENERAL AND FINANCIAL INFORMATION

The information in this and other sections concerning the District's operations and operating budget is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of and interest on the Bonds is payable from the general fund of the District. The Bonds are payable solely from the proceeds of an ad valorem property tax required to be levied by the County on taxable property within the District in an amount sufficient for the payment thereof. See "SECURITY FOR THE BONDS" in the front portion of this Official Statement.

GENERAL DISTRICT INFORMATION

General Information

The District consists of an area of 28 square miles located in the southeastern portion of Ventura County (the "**County**"). It was established in 1873 and provides transitional kindergarten through eighth grade educational services to the residents of the City of Oxnard and a portion of the City of Port Hueneme. The District has eleven K-5 elementary schools, six K-8 schools, three 6-8 middle schools, and one special education annex. Enrollment is budgeted for approximately for 15,434 students in fiscal year 2020-21.

Administration

Board of Trustees. The District is governed by a five-member Board of Trustees, with each member elected to a four-year term. Elections for positions on the Board of Trustees are held every two years, alternating between two and three available positions. Current members of the Board of Trustees, together with their office and the date their term expires, are listed below:

Name	Office	Term Expires
Monica Madrigal Lopez	President	November 2020
Debra Cordes	Clerk	November 2022
Jarely Lopez	Trustee	November 2020
Denis O' Leary	Trustee	November 2020
Veronica Robles-Solis	Trustee	November 2022

Administration. The day-to-day operations are managed by a Board-appointed Superintendent. Currently, Karling Aguilera-Fort serves as the District Superintendent. Janet Penanhoat serves as the District's Assistant Superintendent, Business and Fiscal Services. Although Ms. Penanhoat's retirement was scheduled for May 30, 2020, she is continuing to serve the District on an interim basis pending appointment of a successor.

Recent Enrollment Trends

The following table shows recent enrollment history for the District.

OXNARD SCHOOL DISTRICT Annual Enrollment Fiscal Years 2005-06 through 2020-21 (Projected)

<u>School Year</u>	<u>Enrollment</u>	<u>% Change</u>
2005-06	16,004	--%
2006-07	15,441	(3.5)
2007-08	15,281	(1.0)
2008-09	15,400	0.8
2009-10	15,554	1.0
2010-11	15,870	2.0
2011-12	16,119	1.6
2012-13	16,533	2.6
2013-14	16,803	1.6
2014-15	16,916	0.7
2015-16	16,918	0.0
2016-17	16,822	(0.6)
2017-18	16,599	(1.3)
2018-19	16,164	(2.6)
2019-20 ⁽¹⁾	15,727	(2.7)
2020-21 ⁽¹⁾	15,434	(1.9)

(1)Estimated Actual/Budgeted.

Source: Oxnard School District.

District's Response to COVID-19 Emergency

In March, 2020, the District closed its school for on-site learning to reduce the potential for community transmission of COVID-19. The closure was extended through the end of the academic school year. The District was able to provide one-to-one technology devices for each of its students during remote learning. The County is currently in Tier 1 (Widespread) of the State's reopening plan, and as such, in-person instruction is not currently permitted. The District has commenced the academic year in remote learning mode.

The District is expected to receive \$15,722 (approximately \$204 per student) in funding under the CARES Act in July 2020 to address costs which may have resulted from the COVID-19 emergency. The District also is pursuing funds from FEMA. Because the District is funded pursuant to the State's education funding formula known as LCFF, the District's main operating revenues will be impacted by the State's financial position in the current and future fiscal years. As a result of the COVID-19 emergency, the State's revenues are predicted to decline sharply from the original budget for the current fiscal year, and in the near future. A corresponding decline in education funding is expected, but the extent of the decline, and whether additional federal funding will be available to school district, is not known at this time. See herein under the heading "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS" for information on the State's current budget.

The District has incurred costs that were not anticipated at the time of its 2019-20 Budget as a result of COVID-19, such as the costs of mitigation measures and of implementing distance learning. However, funding under the CARES Act and other cost-saving impacts of not

operating site-based learning, such as reductions in transportation costs, fuel and electricity costs, provide offsets to those expenses. With respect to pension costs, the District cannot currently predict if the COVID-19 emergency will have a material impact on its required employer contributions which could arise if the unfunded actuarial accrued liabilities of PERS and STRS materially increase. The District maintains reserves for economic uncertainties, which exceed the State’ required minimum reserve, and the District Board has adopted a policy of maintaining reserves at a level of at least seven percent of expenditures. See “DISTRICT FINANCIAL INFORMATION – District Budget and Interim Financial Reporting - District Reserves.”

The impacts of the COVID-19 emergency on global, State-wide and local economies, which could impact District operations and finances, and local property values are unknown and cannot be predicted by the District.

Employee Relations

The District has budgeted in fiscal year 2020-21 for 833.8 full-time equivalent (“FTE”) certificated (non-management) positions, 592.3 FTE classified (non-management) positions and 69.0 FTE management, supervisor and confidential positions. These employees, except management and some part-time employees, are represented by the bargaining units summarized below.

OXNARD SCHOOL DISTRICT Summary of Labor Organizations

Employee Group	Representation	Contract Expiration Date
Certificated (teaching)	Oxnard Educators Assn	June 30, 2020*
Certificated (non-teaching)	Oxnard Supportive Services Assn	June 30, 2020*
Classified	CA School Employees Assn	October 31, 2020*

* Parties continue to operate under expired contract during negotiations.
Source: Oxnard School District.

Insurance

The District participates in one joint powers agreement (“JPA”) entities, the Ventura County Schools Self-Funding Authority (“VCSSFA”). The VCSSFA provides workers compensation, property and liability coverage for its member school districts through a varying combination of self-insurance and excess coverage. The JPA is governed by a board consisting of a representative from each member district. The governing board controls the operations of its

JPA independent of any influence by the member districts beyond their representation on the governing board. Each member district pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionately to its participation in the JPA. See Note 8 of the District’s audited financial statements attached to this Official Statement.

DISTRICT FINANCIAL INFORMATION

Education Funding Generally

School districts in California (the “**State**”) receive operating income primarily from two sources: the State funded portion which is derived from the State’s general fund, and a locally funded portion, being the district’s share of the one percent general *ad valorem* tax levy authorized by the California Constitution. As a result, decreases or deferrals in education funding by the State could significantly affect a school district’s revenues and operations.

From 1973-74 to 2012-13, California school districts operated under general purpose revenue limits established by the State Legislature. In general, revenue limits were calculated for each school district by multiplying (1) the average daily attendance (“**ADA**”) for such district by (2) a base revenue limit per unit of ADA. The revenue limit calculations were adjusted annually in accordance with a number of factors designated primarily to provide cost of living increases and to equalize revenues among all California school districts of the same type. Funding of the District’s revenue limit was provided by a mix of local property taxes and State apportionments of basic and equalization aid. Generally, the State apportionments amounted to the difference between the District’s revenue limit and its local property tax revenues. Districts which had local property tax revenues that exceeded their revenue limit entitlements were deemed a “Basic Aid District” and received full funding from local property tax revenues, and were entitled to keep those tax revenues which exceeded their revenue limit funding entitlement.

The fiscal year 2013-14 State budget package replaced the previous K-12 finance system with a new formula known as the Local Control Funding Formula (the “**LCFF**”). Under the LCFF, revenue limits and most state categorical programs were eliminated. School districts instead receive funding based on the demographic profile of the students they serve and gain greater flexibility to use these funds to improve outcomes of students. The LCFF creates funding targets based on student characteristics. For school districts and charter schools, the LCFF funding targets consist of grade span-specific base grants plus supplemental and concentration grants that reflect student demographic factors. The LCFF includes the following components:

- A base grant for each local education agency per unit of ADA, which varies with respect to different grade spans. The base grant is \$2,375 more than the average revenue limit provided prior to LCFF implementation. The base grants will be adjusted upward each year to reflect cost-of-living increases. In addition, grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in grades K-3 and the provision of career technical education in grades 9-12.
- A 20% supplemental grant for English learners, students from low-income families and foster youth to reflect increased costs associated with educating those students.
- An additional concentration grant of up to 50% of a local education agency’s base grant, based on the number of English learners, students from low-income families and foster youth served by the local agency that comprise more than 55% of enrollment.

- An economic recovery target to ensure that almost every local education agency receives at least their pre-recession funding level, adjusted for inflation, at full implementation of the LCFF.

The LCFF was implemented for fiscal year 2013-14 and was phased in gradually. Beginning in fiscal year 2013-14, an annual transition adjustment was required to be calculated for each school district, equal to each district’s proportionate share of the appropriations included in the State budget (based on the percentage of each district’s students who are low-income, English learners, and foster youth (“**Targeted Students**”)), to close the gap between the prior-year funding level and the target allocation at full implementation of LCFF. In each year, districts had the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district’s funding gap. Full implementation occurred in fiscal year 2018-19.

Funding levels used in the LCFF target entitlement calculations, not including any supplemental or concentration grant funding entitlements, for fiscal year 2020-21 are set forth in the following table. Full implementation of LCFF occurred in fiscal year 2018-19 in connection with adoption of the State Budget for said fiscal year.

**Fiscal Year 2020-21 Base Grant* Under LCFF by Grade Span
(Targeted Base Grant)**

Entitlement Factors per ADA	K-3	4-6	7-8	9-12
2019-20 Base Grants	\$7,702	\$7,818	\$8,050	\$9,329
Statutory COLA (2.31%)	\$178	\$181	\$186	\$215
2020-21 Base Grant Before Deficit Factor	\$7,880	\$7,999	\$8,236	\$9,544
Deficit Factor Impact	(\$178)	(\$181)	(\$186)	(\$215)
2020-21 Base Grants After Deficit Factor	\$7,702	\$7,818	\$8,050	\$9,329
Grade Span Adjustment Factors	10.4%	--	--	2.6%
Grade Span Adjustment Amounts	\$801	--	--	\$243
2020-21 Adjusted Base Grants†	\$8,503	\$7,818	\$8,050	\$9,572

*Does not include supplemental and concentration grant funding entitlements.

†Reflects 0% cost of living adjustment from fiscal year 2019-20.

Source: Oxnard School District.

The legislation implementing LCFF included a “hold harmless” provision which provided that a district or charter school would maintain total revenue limit and categorical funding at least equal to its 2012-13 level, unadjusted for changes in ADA or cost of living adjustments.

The LCFF includes an accountability component. Districts are required to increase or improve services for English language learners, low income, and foster youth students in proportion to supplemental and concentration grant funding received. All school districts, county offices of education, and charter schools are required to develop and adopt local control and accountability plans, which identify local goals in areas that are priorities for the State, including pupil achievement, parent engagement, and school climate.

County superintendents review and provide support to the districts under their jurisdiction, and the Superintendent of Public Instruction performs a corresponding role for county offices of education. In addition, the State Budget for fiscal year 2013-14 created the California Collaborative for Education Excellence to advise and assist school districts, county offices of education, and charter schools in achieving the goals identified in their plans. Under the LCFF and related legislation, the State will continue to measure student achievement

through statewide assessments, produce an Academic Performance Index for schools and subgroups of students, determine the contents of the school accountability report card, and establish policies to implement the federal accountability system.

Basic Aid or Community Supported districts are school districts which have local property tax revenues which exceed such district's funding entitlement under LCFF. As such, in lieu of State funding under LCFF, Basic Aid districts are entitled to keep the full share of local property tax revenues, even the amount which exceeds its funding entitlement under LCFF. The District's funding formula is currently determined pursuant to LCFF, and not as a Basic Aid district.

District Accounting Practices

The accounting practices of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts.

District accounting is organized on the basis of fund groups, with each group consisting of a separate set of self-balancing accounts containing assets, liabilities, fund balances, revenues and expenditures. The major fund classification is the general fund which accounts for all financial resources not requiring a special fund placement. The District's fiscal year begins on July 1 and ends on June 30.

District expenditures are accrued at the end of the fiscal year to reflect the receipt of goods and services in that year. Revenues generally are recorded on a cash basis, except for items that are susceptible to accrual (measurable and/or available to finance operations). Current taxes are considered susceptible to accrual. Revenues from specific state and federally funded projects are recognized when qualified expenditures have been incurred. State block grant apportionments are accrued to the extent that they are measurable and predictable. The State Department of Education sends the District updated information from time to time explaining the acceptable accounting treatment of revenue and expenditure categories.

The Governmental Accounting Standards Board ("**GASB**") published its Statement No. 34 "Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments" on June 30, 1999. Statement No. 34 provides guidelines to auditors, state and local governments and special purpose governments such as school districts and public utilities, on new requirements for financial reporting for all governmental agencies in the United States. Generally, the basic financial statements and required supplementary information should include (i) Management's Discussion and Analysis; (ii) financial statements prepared using the economic measurement focus and the accrual basis of accounting, (iii) fund financial statements prepared using the current financial resources measurement focus and the modified accrual method of accounting and (iv) required supplementary information.

Financial Statements

General. The District's general fund finances the legally authorized activities of the District for which restricted funds are not provided. General fund revenues are derived from such sources as State school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. The District's audited financial statements for the fiscal year

ending fiscal year 2018-19 were prepared by Nigro & Nigro, PC., A Professional Accountancy Corporation, Murrieta, California. Audited financial statements for the District for the fiscal year ended June 30, 2019, and prior fiscal years are on file with the District and available for public inspection at the Superintendent's Office. See Appendix A hereto for the 2018-19 audited financial statements. Copies of such financial statements will be mailed to prospective investors and their representatives upon written request to the District and are also freely accessible online at the Electronic Municipal Market Access website operated by the Municipal Securities Rulemaking Board (emma.msrb.org) in connection with the District's annual report filings for its bonds (see description of annual report filings in the front portion of this Official Statement under the caption "Certain Legal Matters – Continuing Disclosure"). Reference to the foregoing web site does not incorporate its contents herein by reference. The District has not requested nor did the District obtain permission from its auditor to include the audited financial statements as an appendix to this Official Statement. Accordingly, the auditor has not performed any post-audit review of the financial condition or operations of the District.

[Remainder of Page Intentionally Left Blank]

General Fund Revenues, Expenditures and Changes in Fund Balance. The following table shows the audited income and expense statements for the District's General Fund for fiscal years 2014-15 through 2018-19.

REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
Fiscal Years 2014-15 through 2018-19 (Audited)
Oxnard School District

	Audited 2014-15	Audited 2015-16	Audited 2016-17	Audited 2017-18	Audited 2018-19
SOURCES					
LCFF Sources	\$127,311,381	\$148,788,199	\$158,958,238	\$161,894,674	\$170,082,603
Federal Revenue	13,065,616	11,498,212	13,214,624	12,544,465	9,554,582
Other State Revenue	15,169,410	23,229,681	20,602,262	17,754,593	28,350,602
Other Local Revenue	9,620,057	10,098,065	9,517,198	10,105,439	10,831,880
Total Revenue Limit	<u>165,166,464</u>	<u>193,614,157</u>	<u>202,292,322</u>	<u>202,299,171</u>	<u>218,819,667</u>
EXPENDITURES					
Instruction	110,600,912	117,067,138	129,899,626	129,017,066	142,114,760
Instruction – Related Services	18,720,692	20,687,103	20,814,304	23,325,769	23,661,098
Pupil Services	11,162,054	14,375,225	16,037,749	18,244,959	22,512,035
General Administration	8,132,581	10,251,084	11,502,205	18,634,616	13,384,635
Plant Services	13,419,224	13,972,279	15,579,596	15,336,460	15,091,536
Facility Acquisition and Construction	--	--	--	--	--
Community Services	1,425,974	1,376,796	991,700	2,370,504	1,037,222
Transfers of Indirect Costs	--	(550,740)	(445,095)	(574,573)	(617,440)
Other Outgo	(432,478)	--	--	--	--
Debt Service	339,180	669,585	524,936	573,139	552,438
Capital Outlay	837,108	410,684	2,183,940	6,455,545	820,869
Intergovernmental Transfers	2,155,147	2,567,864	3,292,210	787,474	5,317,487
Total Expenditures	<u>166,360,394</u>	<u>180,827,018</u>	<u>200,381,171</u>	<u>213,298,207</u>	<u>223,874,640</u>
Excess of (Deficiency) of Revenues Over Expenditures	(1,193,930)	12,787,139	1,911,151	(10,999,036)	(5,054,973)
OTHER FINANCING SOURCES					
Operating Transfers In	--	--	--	--	--
Proceeds from Long-Term Debt	--	8,000,000	--	--	--
Discount on Issuance of Debt	--	(80,000)	--	--	--
Other Financing Sources	--	--	7,361	--	--
Operating Transfers Out	(451,680)	(585,992)	(331,710)	(461,555)	(2,330,338)
Total Other Financing Sources (uses)	<u>(451,680)</u>	<u>7,334,008</u>	<u>(324,349)</u>	<u>(461,555)</u>	<u>(2,330,338)</u>
NET Change in Fund Balance	(1,645,610)	20,121,147	1,586,802	(11,460,591)	(7,385,311)
Fund Balance, July 1	20,771,986	18,313,118	38,434,265	40,021,067	28,560,476
Adjustments for Restatements	(813,258)	--	--	--	--
Fund Balance, as Restated	<u>19,958,728</u>	<u>18,313,118</u>	<u>38,434,265</u>	<u>--</u>	<u>--</u>
Fund Balance, June 30	<u>\$18,313,118</u>	<u>\$38,434,265</u>	<u>\$40,021,067</u>	<u>\$28,560,476</u>	<u>\$21,175,165</u>

Source: Oxnard School District Audit Reports.

District Budget and Interim Financial Reporting

District Budget Process. State law requires school districts to maintain a balanced budget in each fiscal year. The State Department of Education imposes a uniform budgeting and accounting format for school districts.

Under current law, a school district governing board must adopt and file with the county superintendent of schools a tentative budget by July 1 in each fiscal year. The District is under the jurisdiction of the Ventura County Superintendent of Schools, which is part of the organizational structure of the California Department of Education (not the County of Ventura) (the "**County Superintendent**").

The County Superintendent must review and approve or disapprove the budget no later than August 15. The County Superintendent is required to examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance with the established standards. If the budget is disapproved, it is returned to the District with recommendations for revision. The District is then required to revise the budget, hold a public hearing thereon, adopt the revised budget and file it with the County Superintendent no later than September 8. Pursuant to State law, the County Superintendent has available various remedies by which to impose and enforce a budget that complies with State criteria, depending on the circumstances, if a budget is disapproved. After approval of an adopted budget, the school district's administration may submit budget revisions for governing board approval.

Subsequent to approval, the County Superintendent will monitor each district under its jurisdiction throughout the fiscal year pursuant to its adopted budget to determine on an ongoing basis if the district can meet its current or subsequent year financial obligations. If the County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent will notify the district's governing board of the determination and may then do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial obligations, the County Superintendent will so notify the State Superintendent of Public Instruction, (the "**State Superintendent**") and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) after also consulting with the district's board, develop and impose revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the County Superintendent may not abrogate any provision of a collective bargaining agreement that was entered into prior to the date upon which the County Superintendent assumed authority.

A State law adopted in 1991 ("**AB 1200**") imposed additional financial reporting requirements on school districts, and established guidelines for emergency State aid apportionments. Under the provisions of AB 1200, each school district is required to file interim certifications with the County Superintendent (on December 15, for the period ended October 31, and by mid-March for the period ended January 31) as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The County Superintendent reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification is assigned to any school district that is deemed unable

to meet its financial obligations for the remainder of the current fiscal year or the subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years.

Under California law, any school district and office of education that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, tax anticipation notes, revenue bonds or any other debt instruments that do not require the approval of the voters of the district, unless the applicable county superintendent of schools determines that the district's repayment of indebtedness is probable.

District's Budget Approval/Disapproval and Certification History. The District has not received any qualified or negative certifications of its financial reports in the past five years, nor have any of its recent budgets been disapproved.

Copies of the District's budgets, interim reports and certifications may be obtained upon request from the District. The District may impose charges for copying, mailing and handling.

[Remainder of Page Intentionally Left Blank]

District's General Fund Fiscal Year 2019-20 (Estimated Actuals) and Fiscal Year 2020-21 (Adopted Budget). The following table shows the general fund budget for fiscal year 2019-20 (estimated actuals) and fiscal year 2020-21 (adopted budget).

REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE⁽¹⁾
Fiscal Year 2019-20 (Estimated Actuals)
And Fiscal Year 2020-21 (Adopted Budget)
Oxnard School District

	Estimated Actuals 2019-20	Adopted Budget 2020-21
<u>Revenues</u>		
LCFF Sources	\$170,690,238	\$153,410,469
Federal revenues	8,452,148	15,896,821
Other state revenues	10,408,754	7,991,723
Other local revenues	9,947,634	10,100,722
Total Revenues	199,498,774	187,399,735
<u>Expenditures</u>		
Certificated Salaries	86,052,953	80,299,029
Classified Salaries	30,387,860	27,532,439
Employee Benefits	46,746,713	40,502,919
Books and Supplies	8,925,673	13,019,602
Services and Other Operating Expenditures	29,089,161	27,708,863
Capital Outlay	229,238	186,250
Other Outgo (excl. transfers of Ind. Costs)	2,850,503	2,685,017
Other Outgo-Transfers of Indirect Costs	(497,970)	(691,728)
Total Expenditures	203,784,131	191,242,391
Excess of Revenues Over/(Under) Expenditures	(4,285,357)	(3,842,656)
<u>Other Financing Sources (Uses)</u>		
Interfund Transfers In	130,047	--
Interfund Transfers Out	(1,434,097)	(654,729)
Other Sources/Uses	--	--
Total Other Financing Sources (Uses)	(1,304,050)	(654,729)
Net Change in Fund Balance	(5,589,407)	(4,497,385)
Fund Balance, July 1	20,482,007	15,298,129
Adjusted Beginning Balance	20,887,536	--
Fund Balance, June 30*	\$15,298,129	\$10,800,744

(1) Budget documents do not account for reserves held outside of the general fund, which reserves are included in the audited financial statements for the District's general fund summarized in the preceding table.

*Totals may not foot due to rounding.

Source: Oxnard School District.

District Reserves. The District's ending fund balance is the accumulation of surpluses from prior years. This fund balance is used to meet the State's minimum required reserve of 3% of expenditures, plus any other allocation or reserve which might be approved as an expenditure by the District in the future. The District maintains an unrestricted reserve which meets the State's minimum requirements.

In connection with legislation adopted in connection with the State's fiscal year 2014-15 Budget ("SB 858"), the California Education Code was amended to provide that, beginning in fiscal year 2015-16, if a district's proposed budget includes a local reserve above the minimum recommended level, the governing board must provide the information for review at the annual

public hearing on its proposed budget. In addition, SB 858 included a provision, which became effective upon the passage of Proposition 2 at the November 4, 2014 statewide election, which limits the amount of reserves which may be maintained at the school district level. Specifically, the legislation, among other things, enacted California Education Code Section 42127.01, which became operative December 15, 2014, and provides that in any fiscal year immediately after a fiscal year in which a transfer is made to the State's Public School System Stabilization Account (the Proposition 98 reserve), a school district may not adopt a budget that contains a reserve for economic uncertainties in excess of twice the applicable minimum recommended reserve for economic uncertainties established by the State Board (for school districts with ADA over 400,000, the limit is three times the amount). Exemptions can be granted by the County Superintendent under certain circumstances.

Effective January 1, 2018, Senate Bill 751, which was signed by the Governor on October 11, 2017, amends Section 42127.01 of the California Education Code to raise the reserve cap to no more than 10% of a school district's combined assigned or unassigned ending general fund balance. In addition, the amendment provides that the reserve cap will be effective only if there is a minimum balance of 3% in the Proposition 98 reserve referenced in the preceding paragraph. Basic aid school districts and small districts with 2,500 or fewer ADA are exempted from the reserve cap contained in California Education Code Section 42127.01. The District cannot predict how the foregoing legislation and reserve caps could impact its reserves and future spending.

The District cannot predict when or how any additional changes to legal provisions governing the reserve cap would impact its reserves and future spending. See "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS - 2020-21 State Budget."

Attendance - Revenue Limit and LCFF Funding

Funding Trends. As described herein, prior to fiscal year 2013-14, school districts in California derived most State funding based on a formula which considered a revenue limit per unit of ADA. With the implementation of the LCFF, commencing in fiscal year 2013-14, school districts receive base funding based on A.D.A., and may also be entitled to supplemental funding, concentration grants and funding based on an economic recovery target. The following table sets forth recent total LCFF funding trends, together with ADA.

**AVERAGE DAILY ATTENDANCE AND LCFF FUNDING TRENDS
Oxnard School District
Fiscal Years 2013-14 through 2020-21 (Projected Totals)**

<u>Fiscal Year</u>	<u>ADA</u>	<u>LCFF Total Funding</u>
2013-14	16,325	\$108,351,091
2014-15	16,394	127,311,381
2015-16	16,362	148,788,199
2016-17	16,183	158,958,238
2017-18	15,984	161,984,674
2018-19	15,613	170,082,603
2019-20 ⁽¹⁾	15,618	170,690,238
2020-21 ⁽¹⁾	15,194	153,410,469

(1) Estimated Actual/Budgeted.
Source: Oxnard School District.

Targeted Student Enrollment. The District has a Target Student unduplicated count of approximately 87% budgeted for in fiscal year 2020-21, and as such, is entitled to be supplemental and concentration grant funding under LCFF.

Possible Impacts of COVID-19. As described herein, the short-term and long-term impact of COVID-19 on the District's attendance, revenues and local property values, and the impacts of Federal and State legislation resulting from the COVID-19 emergency, cannot be predicted. The Bonds described in this Official Statement are secured by *ad valorem* property taxes, and not the District's general fund. See "SECURITY FOR THE BONDS – Disclosure Relating to COVID-19."

Revenue Sources

The District categorizes its general fund revenues into four sources, being LCFF, Federal Revenues, Other State Revenues and Local Revenues. Each of these revenue sources is described below.

LCFF Sources. District funding is provided by a mix of (1) local property taxes and (2) State apportionments of funding under the LCFF. Generally, the State apportionments will amount to the difference between the District's LCFF funding entitlement and its local property tax revenues.

Beginning in 1978-79, Proposition 13 and its implementing legislation provided for each county to levy (except for levies to support prior voter-approved indebtedness) and collect all property taxes, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each county.

The principal component of local revenues is the school district's property tax revenues, i.e., the district's share of the local 1% property tax, received pursuant to Sections 75 and following and Sections 95 and following of the California Revenue and Taxation Code. California Education Code Section 42238(h) itemizes the local revenues that are counted towards the base revenue limit before calculating how much the State must provide in equalization aid. Historically, the more local property taxes a district received, the less State equalization aid it was entitled to. Furthermore, if a school district's share of local property tax revenues exceeded the revenue limit, the school district was deemed a "Basic Aid" district, and entitled to keep the full share of local property taxes, even if they exceeded the revenue limit which would have been provided through State funding.

For school districts which were "Basic Aid" prior to implementation of the LCFF, provided that the per pupil funding targets under LCFF, including economic recovery targets, are met or exceeded by local property tax revenues, such districts are entitled to retain their status as Basic Aid and keep their full local property tax revenue entitlement. The threshold for Basic Aid status under the LCFF, however, is higher than under the prior funding formula, resulting in some district falling out of Basic Aid status as the result of the implementation of the LCFF. Accountability measures contained in the LCFF must be implemented by all districts, including Basic Aid districts.

Federal Revenues. The federal government provides funding for several District programs, including special education programs, programs under Every Student Succeeds Act, the Individuals with Disabilities Education Act, and specialized programs such as Drug Free Schools.

Other State Revenues. As discussed above, the District receives State apportionment of basic and equalization aid in an amount equal to the difference between the District's revenue limit and its property tax revenues. In addition to such apportionment revenue, the District receives substantial other State revenues.

The District receives State aid from the California State Lottery (the "**Lottery**"), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research. Lottery revenues generally comprise approximately 2% of general fund revenues. Moreover, State Proposition 20 approved in March 2000 requires that 50% of the increase in Lottery revenues over 1997-98 levels must be restricted to use on instruction material.

For additional discussion of State aid to school districts, see "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS - State Funding of Education."

Other Local Revenues. In addition to property taxes, the District receives additional local revenues from items such as interest earnings and other local sources.

District Retirement Systems

Qualified employees of the District are covered under multiple-employer defined benefit pension plans maintained by agencies of the State. Certificated employees are members of the State Teachers' Retirement System ("**STRS**") and classified employees are members of the Public Employees' Retirement System ("**PERS**"). Both STRS and PERS are operated on a Statewide basis. *The information set forth below regarding the STRS and PERS programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by the District or the Underwriter.*

Implementation of GASB Nos. 68 and 71. Commencing with fiscal year ended June 30, 2015, the District implemented the provisions of GASB Statement Nos. 68 and 71 which require certain new pension disclosures in the notes to its audited financial statements commencing with the financial statements for fiscal year 2014-15. Statement No. 68 generally requires the District to recognize its proportionate share of the unfunded pension obligation for STRS and PERS by recognizing a net pension liability measured as of a date (the measurement date) no earlier than the end of its prior fiscal year. See "APPENDIX A - AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2019" for further information.

STRS. All full-time certificated employees participate in STRS, a cost-sharing, multiple-employer contributory public employee retirement system. STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended. The program is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers and the State. The District's employer contributions to STRS for recent fiscal years are set forth in the following table.

**STRS Contributions
Oxnard School District
Fiscal Years 2013-14 through 2020-21 (Projected)**

Fiscal Year	Amount*
2013-14	\$5,202,433
2014-15	9,569,943
2015-16	8,240,451
2016-17	10,131,610
2017-18	12,043,228
2018-19	13,722,835
2019-20**	14,064,087
2020-21	13,310,825

*Increases attributed to increase in contribution rates and modified accounting reporting requirements, which include reporting the District's proportionate share of the plan's net pension liability and recognizing on-behalf STRS contributions in governmental funds.

**Estimated Actual/Budgeted.

Source: Oxnard School District.

Historically, employee, employer and State contribution rates did not vary annually to account for funding shortfalls or surpluses in the STRS plan. In recent years, the combination of investment earnings and statutory contributions were not sufficient to pay actuarially required amounts. As a result, the STRS defined benefit program showed an estimated unfunded actuarial liability of approximately \$102.6 billion as of June 30, 2019 (the date of the last actuarial valuation). In connection with the State's adoption of its fiscal year 2014-15 Budget, the Governor signed into law Assembly Bill 1469 ("**AB 1469**"), which represents a legislative effort to fund the unfunded actuarial obligation with respect to service credited members of the STRS Defined Benefit Program before July 1, 2014, within 32 years. AB 1469 addressed the funding gap by increasing contributions by employees, employers and the State. In particular, employer contribution rates are scheduled to increase through at least fiscal year 2020-21, from a contribution rate of 8.88% in fiscal year 2013-14 to 19.1% in fiscal year 2020-21. Thereafter, employer contribution rates will be determined by the STRS board to reflect the contribution required to eliminate unfunded liabilities by June 30, 2046.

The District's employer contribution rates for fiscal years 2015-16, 2016-17, 2017-18, 2018-19, and 2019-20 were 10.73%, 12.58%, 14.43%, 16.28%, and 17.10% respectively. Projected employer contribution rates for school districts (including the District) for fiscal year 2020-21 through fiscal year 2022-23 are set forth in the following table.

**EMPLOYER CONTRIBUTION RATES (STRS)
Fiscal Years 2020-21 through 2022-23**

Fiscal Year	Employer Contribution Rate⁽¹⁾
2020-21 ⁽²⁾	16.15%
2021-22	16.02
2022-23	18.10

(1) Expressed as a percentage of covered payroll. Rates may change based on actual experience and other factors.

(2) Reflects changes to such rates included in the State's 2020-21 Budget. *Source: AB 1469.*

PERS. All full-time and some part-time classified employees participate in PERS, an agent multiple-employer contributory public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State. PERS provides retirement, disability, and death benefits to plan members and beneficiaries. The District is part of a cost-sharing pool within PERS known as the “Schools Pool.” Benefit provisions are established by State statutes, as legislatively amended. Contributions to PERS are made by employers and employees. Each fiscal year, the District is required to contribute an amount based on an actuarially determined employer rate. The District’s employer contributions to PERS for recent fiscal years are set forth in the following table.

**PERS Contributions
Oxnard School District
Fiscal Years 2013-14 through 2020-21 (Projected)**

Fiscal Year	Amount
2013-14	\$2,702,232
2014-15	3,200,769
2015-16	3,600,770
2016-17	4,456,972
2017-18	5,263,110
2018-19	6,600,413
2019-20*	6,547,424
2020-21*	6,220,781

*Estimated Actual/Budgeted.
Source: Oxnard School District.

Like the STRS program, the PERS program has experienced an unfunded liability in recent years. The PERS unfunded liability, on a market value of assets basis, was approximately \$31.4 billion as of June 30, 2019 (the date of the last actuarial valuation). To address this issue, the PERS board has taken a number of actions. In April 2013, for example, the PERS board approved changes to the PERS amortization and smoothing policy intended to reduce volatility in employer contribution rates. In addition, in April 2014, PERS set new contribution rates, reflecting new demographic assumptions and other changes in actuarial assumptions. In November 2015, PERS adopted a funding risk mitigation policy intended to incrementally lower its discount rate (its assumed rate of investment return) in years of good investment returns, help pay down the pension fund's unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. In December 2016, PERS

voted to lower its discount rate from the current 7.5% to 7.0% over the next subsequent three years according to the following schedule.

**PERS Discount Rate
Fiscal Years 2018-19 through 2020-21**

Fiscal Year	Amount
2018-19	7.375%
2019-20	7.250
2020-21	7.000

Source: PERS.

The new rates and underlying assumptions, which are aimed at eliminating the unfunded liability of PERS in approximately 30 years, was implemented for school districts beginning in fiscal year 2016-17, with the costs spread over 20 years and the increases phased in over the first five years.

The District's employer contribution rates for fiscal years 2015-16, 2016-17, 2017-18, 2018-19, and 2019-20 were 11.847%, 13.888%, 15.531%, 18.062%, and 19.721% respectively. Projected employer contribution rates for school districts (including the District) for fiscal year 2020-21 through fiscal year 2022-23 are set forth in the following table.

**EMPLOYER CONTRIBUTION RATES (PERS)
Fiscal Years 2020-21 through 2022-23⁽¹⁾**

Fiscal Year	Employer Contribution Rate ⁽²⁾
2020-21	20.700%
2021-22	22.840
2022-23	25.500

(1) The PERS board is expected to approve official employer contribution rates for each fiscal year shown during the immediately preceding fiscal year.

(2) Expressed as a percentage of covered payroll. Rates have been reduced following adoption of the fiscal year 2020-21 State Budget.

Source: PERS

California Public Employees' Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), which impacted various aspects of public retirement systems in the State, including the STRS and PERS programs. In general, PEPRA (i) increased the retirement age for public employees depending on job function, (ii) capped the annual pension benefit payouts for public employees hired after January 1, 2013, (iii) required public employees hired after January 1, 2013 to pay at least 50% of the costs of their pension benefits (as described in more detail below), (iv) required final compensation for public employees hired after January 1, 2013 to be determined based on the highest average annual pensionable compensation earned over a period of at least 36 consecutive months, and (v) attempted to address other perceived abuses in the public retirement systems in the State. PEPRA applies to all public employee retirement systems in the State, *except* the retirement systems of the University of California, and charter cities and charter counties whose pension plans are not governed by State law. PEPRA's provisions went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on or after that date; existing employees who are members of

employee associations, including employee associations of the District, have a five-year window to negotiate compliance with PEPRRA through collective bargaining.

PERS has predicted that the impact of PEPRRA on employees and employers, including the District and other employers in the PERS system, will vary, based on each employer's current level of benefits. As a result of the implementation of PEPRRA, new members must pay at least 50% of the normal costs of the plan, which can fluctuate from year to year. To the extent that the new formulas lower retirement benefits, employer contribution rates could decrease over time as current employees retire and employees subject to the new formulas make up a larger percentage of the workforce. This change would, in some circumstances, result in a lower retirement benefit for employees than they currently earn.

With respect to the STRS pension program, employees hired after January 1, 2013 will pay the greater of either (1) fifty percent of the normal cost of their retirement plan, rounded to the nearest one-quarter percent, or (2) the contribution rate paid by then-current members (i.e., employees in the STRS plan as of January 1, 2013). The member contribution rate could be increased from this level through collective bargaining or may be adjusted based on other factors. Employers will pay at least the normal cost rate, after subtracting the member's contribution.

The District is unable to predict the amount of future contributions it will have to make to PERS and STRS as a result of the implementation of PEPRRA, and as a result of negotiations with its employee associations, or, notwithstanding the adoption of PEPRRA, resulting from any legislative changes regarding the PERS and STRS employer contributions that may be adopted in the future.

Additional Information. Additional information regarding the District's retirement programs is available in Note 11 of the District's audited financial statements attached hereto as APPENDIX A. In addition, both STRS and PERS issue separate comprehensive financial reports that include financial statements and required supplemental information. Copies of such reports may be obtained from STRS and PERS, respectively, as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; and (ii) PERS, 400 Q Street, Sacramento, California 95811. More information regarding STRS and PERS can also be obtained at their websites, www.calstrs.com and www.calpers.ca.gov, respectively. *The references to these Internet websites are shown for reference and convenience only and the information contained on such websites is not incorporated by reference into this Official Statement. The information contained on these websites may not be current and has not been reviewed by the District or the Underwriter for accuracy or completeness.*

Other Post-Employment Benefit Obligation

The Plan Generally. The Oxnard School District Employee Health and Welfare Benefits Trust (the "**Trust**") administers the Oxnard School District Retiree Benefits Plan (the "**Plan**"), a single-employer defined benefit plan that is used to provide postemployment benefits other than pensions ("**OPEB**") for all permanent full-time certificated and classified employees of the District. The operation and administration of the Trust is the joint responsibility of a Board of three (3) Trustees appointed by the District and designated in writing. The Trustees consist of: (1) the District's Assistant Superintendent of Business and Fiscal Services, (2) one member of the District's governing board, and (3) one retiree, appointed by the District's Board of Trustees. Membership of the Plan as of the 2018-19 fiscal year consisted of 243 retirees and beneficiaries receiving benefits and 683 active plan members. Those hired on or after January 1, 2012 are

not qualified to receive retiree health benefits.

Benefits Provided. The Plan provides medical, dental, and vision benefits for retirees. Benefits are provided through a third-party insurer, and the full cost of benefits is covered by the plan. Article 4 of the Trust By-Laws grants the authority to establish and amend the benefit terms to the Trust Board.

Contributions. Article 4 of the Trust By-Laws grants the authority to establish and amend the contribution requirements of the District and plan members to the Trust Board. The Trust Board establishes rates based on an actuarially determined rate. For the fiscal year ended June 30, 2018, the District's average contribution rate was 4.0% of covered-employee payroll. Plan members are not required to contribute to the plan.

Actuarial Assumptions and Other Inputs. The District's total OPEB liability of \$89,501,987 was measured as of June 30, 2018 and was determined by an actuarial valuation as of June 30, 2017 using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified: inflation 2.75% per year, salary increases 2.75% per year, investment rate of return 3.8% per year net of expenses, and healthcare cost trend rates 4.00% per year. The discount rate used to measure the total OPEB liability was 3.8 percent. The projection of cash flows used to determine the discount rate assumed that District contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability. The discount rate in the prior valuation dated November 20, 2017 was 3.5 percent.

Changes in OPEB Liability of the District. The changes in OPEB liability of the District as of June 30, 2019, as summarized in the District's audited financial statement for fiscal year 2018-19, is shown in the following table:

CHANGES IN TOTAL OPEB LIABILITY	
Oxnard School District	
	Total OPEB Liability
Service Cost	\$4,987,643
Interest	3,428,314
Assumption changes	--
Difference: Expected/Actual benefit payments	(14,858,061)
Changes of Assumptions or other inputs	1,654,667
Benefit payments	(3,928,421)
Other changes	374,367
Net changes in Total OPEB Liability	(8,341,491)
Balance at June 30, 2018	89,501,987
Balance at June 30, 2019	81,160,496

Source: Oxnard School District.

OPEB Expense. For the year ended June 30, 2018, the District recognized an OPEB expense of \$6,387,843.

For more information regarding the District's OPEB, see Note 7 Section E of Appendix A to the Official Statement.

Existing Debt Obligations

In addition to debt relating to pensions and OPEB, the District has outstanding debt as summarized below.

General Obligation Bonds. The District has received voter authorizations to issue general obligation bonds pursuant to the procedures available under California law and election held in the District. Currently, the District has general obligation bond indebtedness outstanding pursuant to its November 7, 2006 bond election, which authorized up to \$64 million in general obligation bonds; its November 8, 2012 bond election, which authorized up to \$90 million in general obligation bonds; and its November 8, 2016 bond election, which authorized up to \$142.5 million in general obligation bonds. In addition, the District has multiple issues of refunding general obligation bonds outstanding. The following table summarizes the District's outstanding general obligation bonds.

SUMMARY OF OUTSTANDING GENERAL OBLIGATION BOND INDEBTEDNESS Oxnard School District

Issue Date	Name of General Obligation Bond Issue	Original Principal Amount	Outstanding July 1, 2020
<u>2006 Authorization- \$64 million</u>			
07/11/2008	2006 Election, Series B	\$31,997,467.00	\$7,077,467.10
<u>2012 Authorization- \$90 million</u>			
12/27/2012	2012 Election, Series A	\$18,390,000.00	\$ 11,170,000.00
05/30/2013	2012 Election, Series B	25,500,000.00	19,510,000.00
11/05/2014	2012 Election, Series C	15,750,000.00	15,750,000.00
08/04/2015	2012 Election, Series D	30,360,000.00	29,335,000.00
<u>2016 Authorization- \$142.5 million</u>			
3/30/2017	2016 Election, Series A	\$81,000,000.00	\$ 81,000,000.00
3/29/2018	2016 Election, Series B	13,996,625.90	12,931,626.00
<u>Refunding Bonds</u>			
09/13/2001	2001 Refunding Bonds, Series A	\$20,920,000.00	\$1,985,000.00
03/07/2011	2010 Refunding Bonds	10,750,000.00	3,850,000.00
07/14/2011	2011 Refunding Bonds	7,275,000.00	995,000.00
07/02/2012	2012 Refunding Bonds	12,240,000.00	11,700,000.00
06/19/2014	2014 Refunding Bonds	11,835,000.00	8,490,000.00
05/06/2016	2015 Refunding Bonds	14,305,000.00	14,125,000.00
09/27/2016	2016 Refunding Bonds	16,360,000.00	14,410,000.00
12/05/2019	2019 Refunding Bonds	27,215,000.00	27,215,000.00
Totals:		\$337,894,092.90	\$259,544,093.10

Certificates of Participation. The District currently has two series of certificates of participation outstanding. On January 19, 2010 the District issued \$5,285,900 of Refunding Certificates of Participation (the "**2010 Certificates**") pursuant to a lease agreement with Public Property Financing Corporation of California for the purpose of refunding the District's outstanding 1997 Certificates, which had been issued to finance the final construction of the

Norman Brekke Elementary School. The 2010 Certificates were sold bearing stated interest rate of 4.75% maturing between August 1, 2011 and August 1, 2026. As of October 1, 2019, the outstanding principal balance of the 2010 Certificates was \$2,845,100.

On April 7, 2016 the District issued \$8,000,000 original principal amount of 2016 Certificates of Participation (the “**2016 Certificates**”) pursuant to a lease agreement with the Public Property Financing Corporation of California for the purpose of financing the acquisition and improvement of real property to be used as educational facilities by the District. The 2016 Certificates were sold with an initial interest rate of 2.00% and a step-up interest rate of 5.00% commencing August 1, 2021. As of October 1, 2019, the 2016 Certificates were outstanding in the aggregate principal amount of \$8,000,000.

Energy Retrofit Agreement. On July 17, 2012, the District entered into an equipment lease/purchase agreement (the “**Equipment Lease/Purchase Agreement**”) with Banc of America Public Capital Corp. for the acquisition of an energy efficiency program and corresponding equipment. The financing was in a principal amount of \$4,797,640 with an annual interest rate of 2.98%, with the final payment due in fiscal year 2027-28. The District’s obligation under the Equipment Lease/Purchase Agreement is payable from the District’s General Fund.

Investment of District Funds

In accordance with Government Code Section 53600 *et seq.*, the Ventura County Treasurer manages funds deposited with it by the District. The County is required to invest such funds in accordance with California Government Code Sections 53601 *et seq.* In addition, counties are required to establish their own investment policies which may impose limitations beyond those required by the Government Code. The most recent Investment Policy adopted by the Board of Supervisors of the County and the most recent available quarterly investment report are attached hereto as Appendix G.

Effect of State Budget on Revenues

Public school districts in California are dependent on revenues from the State for a large portion of their operating budgets. California school districts generally receive the majority of their operating revenues from various State sources. The primary source of funding for school districts is LCFF funding, which is derived from a combination of State funds and local property taxes (see “—State Funding of Education; Recent State Budgets – Revenue Limits” above). State funds typically make up the majority of a district’s LCFF funding. School districts also receive funding from the State for some specialized programs such as special education.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS” below), the condition of the State economy (which affects total revenue available to the State general fund), and the annual State budget process. The District cannot predict how education funding may further be changed in the future, or the state of the economy which in turn can impact the amounts of funds available from the State for education funding. See “STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS” below.

STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS

General. The State requires that from all State revenues there first shall be set apart the moneys to be applied for support of the public school system and public institutions of higher education. Public school districts in California are dependent on revenues from the State for a large portion of their operating budgets. California school districts receive an average of about 55% of their operating revenues from various State sources. The primary source of funding for school districts are revenues under the LCFF, which are a combination of State funds and local property taxes (see “DISTRICT FINANCIAL INFORMATION - Education Funding Generally” above). State funds typically make up the majority of a district’s LCFF allocation, although Basic Aid school districts derive most of their revenues from local property taxes. School districts also receive substantial funding from the State for various categorical programs.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS” below), the condition of the State economy (which affects total revenue available to the State general fund), and the annual State budget process. Decreases in State revenues may significantly affect appropriations made by the legislature to school districts.

As described below in the summaries of State budgeting documents and commentary of the LAO, the COVID-19 pandemic is expected to have a material impact on State revenues and appropriations.

The following information concerning the State’s budgets for the current and most recent preceding years has been compiled from publicly-available information provided by the State. Neither the District, the Underwriter or the County is responsible for the information relating to the State’s budgets provided in this section. Further information is available from the Public Finance Division of the State Treasurer’s Office.

The Budget Process. The State’s fiscal year begins on July 1 and ends on June 30. The annual budget is proposed by the Governor by January 10 of each year for the next fiscal year (the “**Governor’s Budget**”). Under State law, the annual proposed Governor’s Budget cannot provide for projected expenditures in excess of projected revenues and balances available from prior fiscal years. Following the submission of the Governor’s Budget, the Legislature takes up the proposal.

Under the State Constitution, money may be drawn from the State Treasury only through an appropriation made by law. The primary source of the annual expenditure authorizations is the Budget Act as approved by the Legislature and signed by the Governor. The Budget Act must be approved by a majority vote of each house of the Legislature. The Governor may reduce or eliminate specific line items in the Budget Act or any other appropriations bill without vetoing the entire bill. Such individual line-item vetoes are subject to override by a two-thirds majority vote of each house of the Legislature.

Appropriations also may be included in legislation other than the Budget Act. Bills containing appropriations (including for K-14 education) must be approved by a majority vote in each house of the Legislature, unless such appropriations require tax increases, in which case they must be approved by a two-thirds vote of each house of the Legislature and be signed by the Governor. Continuing appropriations, available without regard to fiscal year, may also be provided by statute or the State Constitution.

Funds necessary to meet an appropriation need not be in the State Treasury at the time such appropriation is enacted; revenues may be appropriated in anticipation of their receipt.

Recent State Budgets

Certain information about the State budgeting process and the State Budget is available through several State of California sources. A convenient source of information is the State's website, where recent official statements for State bonds are posted. *The references to internet websites shown below are shown for reference and convenience only, the information contained within the websites may not be current and has not been reviewed by the District and is not incorporated herein by reference.*

- The California State Treasurer Internet home page at [www. Treasurer.ca.gov](http://www.Treasurer.ca.gov), under the heading "Bond Finance" and sub-heading "-Public Finance Division", (1) posts various State of California Official Statements, many of which contain a summary of the current State Budget, past State Budgets, and the impact of those budgets on school districts in the State, and (2) also posts various financial documents for the State under the "-Financial Information" link.
- The California Department of Finance's Internet home page at www.dof.ca.gov, under the heading "California Budget", includes the text of proposed and adopted State Budgets.
- The State Legislative Analyst's Office prepares analyses of the proposed and adopted State budgets. The analyses are accessible on the Legislative Analyst's Internet home page at www.lao.ca.gov under the headings "The Budget" and "State Budget Condition."

Prior Years' Budgeting Techniques. Declining revenues and fiscal difficulties which arose in the State commencing in fiscal year 2008-09 led the State to undertake a number of budgeting strategies, which had subsequent impacts on local agencies within the State. These techniques included the issuance of IOUs in lieu of warrants (checks), the enactment of statutes deferring amounts owed to public schools until a later date in the fiscal year or even into the following fiscal year (known as statutory deferrals), trigger reductions, which were budget cutting measures which were implemented or could have been implemented if certain State budgeting goals were not met, and the dissolution of local redevelopment agencies in part to make available additional funding for local agencies. As a result of the COVID-19 pandemic and subsequent economic recession, budget-cutting strategies such as those used in recent years are being used and may continue to be used in the future during a period of budgetary strain.

2013-14 State Budget: Significant Change in Education Funding. As described previously herein, the 2013-14 State Budget and its related implementing legislation enacted significant reforms to the State's system of K-12 education finance with the enactment of the LCFF. Significant reforms such as the LCFF and other changes in law may have significant impacts on the District's finances.

2020-21 State Budget

Introduction and Background. The Governor signed the fiscal year 2020-21 State Budget (the "**2020-21 State Budget**") on June 29, 2020. The 2020-21 State Budget notes that

the COVID-19 pandemic has impacted every sector of the State's economy and has caused record high unemployment, and further action from the federal government is needed as a result of the crisis. The Governor is pursuing \$1 trillion in flexible federal aid to state and local governments across the country, which support will be critical to mitigate the effects of the public health crisis, encourage recovery, and support persons in need.

At the time of the Governor's proposed 2020-21 State Budget in January, the State was projecting a surplus of \$5.6 billion. At the time of the May Revision with respect to the 2020-21 State Budget, the State had a budget deficit of \$54.3 billion. The 2020-21 State Budget includes measures to close the gap and bring the State's resources and spending into balance while preserving reserves for future years.

To reduce the structural deficit in the coming years, the 2020-21 State Budget sustains the January 1, 2022 suspension of several ongoing programmatic expansions that were made in the 2019 Budget Act. In addition, the 2020-21 State Budget accelerates the suspension of most Proposition 56 (2016 tobacco tax measure) tax rate increases to July 1, 2021. Despite these measures, the State forecasts an operating deficit of \$8.7 billion in 2021-22, after accounting for reserves.

Closing the Budget Gap. The 2020-21 State Budget uses the following strategies to close the budget gap:

- **Reserve Draw Down:** Draws down \$8.8 billion in reserves, including from the State's Rainy Day Fund (\$7.8 billion), the Safety Net Reserve (\$450 million), and all of the funds in the Public School System Stabilization Account.
- **Triggers:** Includes \$11.1 billion in funding reductions and deferrals that will be restored if at least \$14 billion in federal funds are received by October 15, 2020. If the State receives a lesser amount between \$2 billion and \$14 billion, the reductions and deferrals will be partially restored. The trigger includes \$6.6 billion in deferred funding for schools.
- **Federal Funds:** Relies on \$10.1 billion in federal funds that provide State general fund relief, including \$8.1 billion already received.
- **Revenues:** Temporarily suspends the use of net operating losses for medium and large businesses and temporarily limits to \$5 million the amount of business incentive credits a taxpayer can use in any given tax year. These short-term limitations will generate \$4.4 billion in new revenues in the 2020-21 fiscal year.
- **Borrowing/Transfers/Deferrals:** Relies on \$9.3 billion in special fund borrowing and transfers, as well as other deferrals for K-14 schools. Approximately \$900 million in additional special fund borrowing is associated with the reductions to employee compensation and is contained in the trigger.
- **Other Solutions:** Cancelling multiple program expansions and anticipating increased government efficiencies, higher ongoing revenues above the May Revision forecast and lower health and human services caseload costs than the May Revision estimated.

General Budget Highlights. Certain highlights of the 2020-21 State Budget are:

Emergency Response: COVID-19 and other emergency response efforts included in the 2020-21 State Budget are:

- Responding to COVID-19: The State expects to receive over \$72 billion in federal assistance to State programs, of which unemployment insurance represents about \$52 billion of this total. Under the CARES Act, the State received \$9.5 billion for various uses including \$4.4 billion to mitigate K-14 learning loss. The amount of \$5.9 million of General Fund spending for 2020-21 and \$4.8 million ongoing is allocated to support the State Department of Health's response to COVID-19.
- Enhancements to Emergency Responses and Preparedness: \$117.6 million is allocated to the State Office of Emergency Services to enhance emergency preparedness and response capabilities, including with respect to power outages, earthquakes, wildfires and cybersecurity.
- Forestry and Fire Protection: \$90 million is allocated to enhance CAL FIRE's fire protection capabilities, including for wildfire prediction and modeling technology.

Revenue Solutions. Revenue measures which are expected to net \$4.3 billion in 2020-21, \$3.1 billion in 2021-22 and \$1.3 billion in 2022-23, include:

- Certain Tax Measure Extensions. Extending certain tax measures including certain sales tax exemptions through the end of 2022-23, extending the carryover period for film credits from 6 years to 9 years, and extending the current exemption from the minimum tax for first year corporations to first year limited liability corporations, partnerships, and limited liability partnerships.
- Expansion of Earned Income Tax. Expanding the Earned Income Tax Credit to certain taxpayers.
- Changes to Tax Laws and Sales Tax. Changes in tax law including suspending net operating losses for 2020, 2021, and 2022 for medium and large businesses, and limiting certain business incentive tax credits, and with respect to closing the sale tax loss gap, requiring used car dealers to remit sales tax to the Department of Motor Vehicles with registration fees.

Recovery for Small Businesses. The 2020-21 State Budget includes a waiver of the minimum franchise tax for the first year of operation, \$100 million budgeted for the State's small business loan program, \$25 million to provide capital to enable the origination of more loans in underbanked communities, and adding funding of \$758,000 ongoing for positions relating to small business support.

Housing. Up to \$500 million is allocated in State tax credits for low-income housing in 2021, under certain conditions. The 2020-21 State Budget provides \$331 million in National Mortgage Settlement funds to help prevent avoidable foreclosures and

evictions, and \$8.3 billion across multiple departments and programs to address housing throughout the State.

K-12 Education Funding Summary. For K-12 education funding, the 2020-21 State Budget provides for funding under Proposition 98 of \$70.9 billion, which is more than \$10 billion below the minimum guarantee contained in the State's 2019-20 budget. For K-12 schools, this results in Proposition 98 per pupil spending of \$10,654 in 2020-21, which is a \$1,339 decrease over the 2019-20 per pupil spending levels. Additionally, in the same period, per pupil spending from all State, federal, and local sources decreased by approximately \$542 per pupil to \$16,881.

Efforts to mitigate the impact of the decline in K-12 funding in the 2020-21 State Budget include:

Deferrals: \$1.9 billion of LCFF apportionment deferrals in 2019-20, growing to \$11 billion LCFF apportionment deferrals in 2020-21. These deferrals will allow LCFF funding to remain at 2019-20 levels in both fiscal years. The statutory LCFF cost-of-living adjustment is suspended in 2020-21. Of the total deferrals, \$5.8 billion will be triggered off in 2020-21 if the federal funding becomes available.

Learning Loss Mitigation: A one-time investment of \$5.3 billion (\$4.4 billion federal Coronavirus Relief Fund, \$539.9 million Proposition 98 General Fund, and \$355.2 million federal Governor's Emergency Education Relief Fund) to local educational agencies to address learning loss related to COVID-19 school closures. Funds will be allocated to local educational agencies on an equity basis, with an emphasis on ensuring the greatest resources are available to local educational agencies serving students with the greatest needs.

Supplemental Appropriations: In 2019-20 and 2020-21, the Proposition 98 funding level drops below the target funding level by a total of approximately \$12.4 billion. To accelerate the recovery from this funding reduction, the 2020-21 State Budget provides supplemental appropriations above the constitutionally-required Proposition 98 funding level, beginning in 2021-22, and in each of the next several fiscal years, in an amount equal to 1.5 percent of State general fund revenues per year, up to a cumulative total of \$12.4 billion.

Revised PERS and STRS Contributions. To provide local educational agencies with increased fiscal relief, the 2020-21 State Budget redirects \$2.3 billion appropriated in the 2019 Budget Act to STRS and PERS for long-term unfunded liabilities to reduce employer contribution rates in 2020-21 and 2021-22. This reallocation will reduce the STRS employer rate from 18.41 percent to approximately 16.15 percent in 2020-21 and from 17.9 percent to 16.02 percent in 2021-22. The PERS Schools Pool employer contribution rate will be further reduced from 22.67 percent to 20.7 percent in 2020-21 and from 24.6 percent to 22.84 percent in 2021-22.

Federal Funds. The 2020-21 State Budget appropriates \$1.6 billion in federal Elementary and Secondary School Emergency Relief funds that the State was recently awarded. Of this amount, 90 percent (\$1.5 billion) will be allocated to local educational agencies in proportion to the amount of Title I-A funding they receive to be used for COVID-19 related costs. The remaining 10 percent (\$164.7 million) is available for certain COVID-19 related State-level activities, such as providing additional funding for student meals and social services.

Special Education. The 2020-21 State Budget increases special education base rates to \$625 per pupil pursuant to a new funding formula, apportioned using the existing hold harmless methodology, and provides \$100 million to increase funding for students with low-incidence disabilities. Additional federal funding received by the State is also allocated to various special education programs.

Average Daily Attendance. To ensure funding stability regardless of the instructional model undertaken in the 2020-21 academic year, the 2020-21 State Budget includes a hold harmless for the average daily attendance used to calculate school funding for all local educational agencies.

In addition, the 2020-21 State Budget includes certain employee protection terms to ensure the continuity of employment for essential school staff during the COVID-19 pandemic. As such, the 2020-21 State Budget includes the suspension of the August 15, 2020, layoff window for teachers and other non-administrative certificated staff, and the suspension of layoffs for classified staff working in transportation, nutrition, and custodial services from July 1, 2020 through June 30, 2021. The 2020-21 State Budget also includes the intent of the State Legislature that school districts, community college districts, joint powers authorities, and county offices of education retain all classified employees in the 2020-21 fiscal year.

Disclaimer Regarding State Budgets. The implementation of the foregoing 2020-21 State Budget, and future State budgets may be affected by numerous factors, including but not limited to: (i) shifts in costs from the federal government to the State, (ii) national, State and international economic conditions, (iii) litigation risks associated with proposed spending reductions, (iv) rising health care costs and/or other unfunded liabilities, such as pension or OPEB, and (v) numerous other factors, all or any of which could cause the revenue and spending projections included in such budgets to be unattainable, including the COVID-19 emergency.

The District cannot predict the impact that the COVID-19 emergency, the results of the State's 2019-20 budget, the 2020-21 State Budget, or subsequent state budgets, including adjustments made for economic conditions, will have on its own finances and operations. However, the Bonds are secured by *ad valorem* taxes levied and collected on taxable property in the District, without limit as to rate or amount, and are not secured by a pledge of revenues of the District or its general fund.

The State has not entered into any contractual commitments with the District, the County, the Underwriter or the owners of the Bonds to provide State budget information to the District or the owners of the Bonds. Although they believe the sources of information listed below are reliable, neither the District nor the Underwriter assumes any responsibility for the accuracy of State budget information set forth or referred to or incorporated in this Official Statement.

Availability of State Budgets. The complete 2020-21 State Budget is available from the California Department of Finance website at www.ebudget.ca.gov. An impartial analysis of the budget is published by the Legislative Analyst Office, and is available at www.lao.ca.gov/budget. The District can take no responsibility for the continued accuracy of these internet addresses or for the accuracy, completeness or timeliness of information posted on these sites, and such information is not incorporated in this Official Statement by these

references. The information referred to above should not be relied upon when making an investment decision with respect to the Bonds.

Uncertainty Regarding Future State Budgets. The District cannot predict what actions will be taken in future years by the State legislature or the Governor to address the State's current or future revenues and expenditures, or possible future budget deficits. Future State budgets will be affected by national and State economic conditions and other factors over which the District has no control. The District cannot predict what impact any future budget proposals will have on the financial condition of the District. To the extent that the State budget process results in reduced revenues to the District, the District will be required to make adjustments to its own budgets.

Legal Challenges to State Funding of Education

The application of Proposition 98 and other statutory regulations has been the subject of various legal challenges in the past. The District cannot predict if or when there will be changes to education funding or legal challenges which may arise relating thereto.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Principal of and interest on the Bonds are payable from the proceeds of an *ad valorem* tax levied by the County for the payment thereof. Articles XIII A, XIII B, XIII C, and XIII D of the State Constitution, Propositions 62, 98, 111, 39 and 218, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the District to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the District to levy taxes for payment of the Bonds. The tax levied by the County for payment of the Bonds was approved by the District's voters in compliance with Article XIII A and all applicable laws.

Constitutionally Required Funding of Education

The State Constitution requires that from all State revenues, there shall be first set apart the moneys to be applied by the State for the support of the public school system and public institutions of higher education. School districts receive a significant portion of their funding from State appropriations. As a result, decreases and increases in State revenues can significantly affect appropriations made by the State Legislature to school districts.

Article XIII A of the California Constitution

Basic Property Tax Levy. On June 6, 1978, California voters approved Proposition 13 ("Proposition 13"), which added Article XIII A to the State Constitution ("Article XIII A"). Article XIII A limits the amount of any *ad valorem* tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service on (i) indebtedness approved by the voters prior to July 1, 1978, (ii) (as a result of an amendment to Article XIII A approved by State voters on June 3, 1986) on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness (which provided the authority for the issuance of the Refunded Bonds), and (iii) (as a result of an amendment to Article XIII A approved by State

voters on November 7, 2000) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the district, but only if certain accountability measures are included in the proposition. All of the District's outstanding general obligation bonds were authorized pursuant to clause (iii) above. Article XIII A defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment". This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

Legislation Implementing Article XIII A. Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

Inflationary Adjustment of Assessed Valuation. As described above, the assessed value of a property may be increased at a rate not to exceed 2% per year to account for inflation. On December 27, 2001, the Orange County Superior Court, in *County of Orange v. Orange County Assessment Appeals Board No. 3*, held that where a home's taxable value did not increase for two years, due to a flat real estate market, the Orange County assessor violated the 2% inflation adjustment provision of Article XIII A, when the assessor tried to "recapture" the tax value of the property by increasing its assessed value by 4% in a single year. The assessors in most California counties, including the County, use a similar methodology in raising the taxable values of property beyond 2% in a single year. The State Board of Equalization has approved this methodology for increasing assessed values. On appeal, the Appellate Court held that the trial court erred in ruling that assessments are always limited to no more than 2% of the previous year's assessment. On May 10, 2004 a petition for review was filed with the California Supreme Court. The petition has been denied by the California Supreme Court. As a result of this litigation, the "recapture" provision described above may continue to be employed in determining the full cash value of property for property tax purposes.

Article XIII B of the California Constitution

Article XIII B ("Article XIII B") of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for

changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year under the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years. However, in the event that a school district's revenues exceed its spending limit, the district may in any fiscal year increase its appropriations limit to equal its spending by borrowing appropriations limit from the State.

Article XIII B also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund under Section 8.5 of Article XVI of the State Constitution.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("**unitary property**"). Under the State Constitution, such property is assessed by the State Board of Equalization ("**SBE**") as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

Articles XIIC and XIID

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the “Right to Vote on Taxes Act.” Proposition 218 added to the California Constitution Articles XIIC and XIID (respectively, “**Article XIIC**” and “**Article XIID**”), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the “Title and Summary” of Proposition 218 prepared by the California Attorney General, Proposition 218 limits “the authority of local governments to impose taxes and property-related assessments, fees and charges.” Among other things, Article XIIC establishes that every tax is either a “general tax” (imposed for general governmental purposes) or a “special tax” (imposed for specific purposes), prohibits special purpose government agencies such as school districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIIC further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4.

On November 2, 2010, Proposition 26 was approved by State voters, which amended Article XIIC to expand the definition of “tax” to include “any levy, charge, or exaction of any kind imposed by a local government” except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.

Article XIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIIC or XIID will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

While the provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District (thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property

within the District), the District does not believe that Proposition 218 will directly impact the revenues available to pay debt service on the Bonds.

Proposition 98

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the “Classroom Instructional Improvement and Accountability Act” (the “**Accountability Act**”). Certain provisions of the Accountability Act have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State’s appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as “K-14 school districts”) at a level equal to the greater of (a) the same percentage of general fund revenues as the percentage appropriated to such districts in 1986-87, and (b) the amount actually appropriated to such districts from the general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Proposition 111

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the “Traffic Congestion Relief and Spending Limit Act of 1990” (“**Proposition 111**”) which further modified Article XIII B and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the “change in the cost of living” is now measured by the change in California *per capita* personal income. The definition of “change in population” specifies that a portion of the State’s spending limit is to be adjusted to reflect changes in school attendance.

Treatment of Excess Tax Revenues. “Excess” tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year

are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.

Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above the 1990 level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.

Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.

School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State general fund revenues (the "**first test**") or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to *per capita* personal income) and enrollment (the "**second test**"). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in *per capita* State general fund revenues from the prior year is less than the annual growth in California per capita personal income (the "**third test**"). Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and *per capita* State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a "credit" to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as “**Proposition 39**”) to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, community college districts, including the District, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property. Prior to the approval of Proposition 39, property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to acquire or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement authorized by Proposition 39 applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for an elementary school district or high school district), or \$25 (for a community college district), per \$100,000 of taxable property value. These requirements are not part of this proposition and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Proposition 30 and Proposition 55

On November 6, 2012, voters approved the Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as “**Proposition 30**”), which temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2016. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017. This excise tax was levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increases the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$500,000 but less than \$600,000 for joint filers and over \$340,000 but less than \$408,000 for head-of-household filers), (ii) 2% for taxable income over \$300,000 but less than \$500,000 for single filers (over \$600,000 but less than \$1,000,000 for joint filers and over \$408,000 but less than \$680,000 for head-of-household filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$1,000,000 for joint filers and over \$680,000 for head-of-household filers).

The revenues generated from the temporary tax increases are included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See “-Proposition 98” and “-Proposition 111” above. From an accounting perspective, the revenues generated from the temporary tax increases are deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “**EPA**”). Pursuant to Proposition 30, funds in the EPA are allocated quarterly, with 89% of such funds provided to school districts and 11% provided to community college districts. The funds are distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

The California Children’s Education and Health Care Protection Act of 2016, also known as Proposition 55, was a constitutional amendment initiative that was approved on the November 8, 2016 general election ballot in California. Proposition 55 extends the increases to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30 through 2030, instead of the scheduled expiration date of December 31, 2018. Tax revenue received under Proposition 55 is to be allocated 89% to K-12 schools and 11% to community colleges. Proposition 55 did not extend the sales and excise tax increases of Proposition 30.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amended the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are

shared among local governments without two-thirds approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Under Proposition 1A, beginning, in 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amended the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, a constitutional initiative entitled the “Local Taxpayer, Public Safety, and Transportation Protection Act of 2010,” approved on November 2, 2010, superseded many of the provisions of Proposition 1A. This initiative amends the State constitution to prohibit the legislature from diverting or shifting revenues that are dedicated to funding services provided by local government or funds dedicated to transportation improvement projects and services. Under this proposition, the State is not allowed to take revenue derived from locally imposed taxes, such as hotel taxes, parcel taxes, utility taxes and sales taxes, and local public transit and transportation funds. Further, in the event that a local governmental agency sues the State alleging a violation of these provisions and wins, then the State must automatically appropriate the funds needed to pay that local government. This Proposition was intended to, among other things, stabilize local government revenue sources by restricting the State’s control over local property taxes. Proposition 22 did not prevent the California State Legislature from dissolving State redevelopment agencies pursuant to AB 1X26, as confirmed by the decision of the California Supreme Court decision in *California Redevelopment Association v. Matosantos* (2011).

Because Proposition 22 reduces the State’s authority to use or reallocate certain revenue sources, fees and taxes for State general fund purposes, the State will have to take other actions to balance its budget, such as reducing State spending or increasing State taxes, and school and college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State’s general fund.

California Senate Bill 222

Senate Bill 222 (“**SB 222**”) was signed by the California Governor on July 13, 2015 and became effective on January 1, 2016. SB 222 amended Section 15251 of the California Education Code and added Section 52515 to the California Government Code to provide that voter-approved general obligation bonds which are secured by *ad valorem* tax collections such as the Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien shall attach automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the issuer, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act. The effect of SB 222 is the treatment of general obligation bonds as secured debt in bankruptcy due to the existence of a statutory lien.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 98, 22, 26, 30, 39, 1A, 55, 111 and 218 were each adopted as measures that qualified for the ballot under the State's initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

[Remainder of page intentionally left blank.]

APPENDIX C

GENERAL INFORMATION ABOUT THE CITY OF OXNARD AND THE COUNTY OF VENTURA

The following information concerning the City of Oxnard (the “City”) and Ventura County (the “County”) is included only for the purpose of supplying general information regarding the area of the District. The Bonds are not a debt of the City, the County, the State of California (the “State”) or any of its political subdivisions (other than the District), and none of the City, the County, the State or any of its political subdivisions (except the District) is liable therefor.

The COVID-19 outbreak is ongoing, and the duration and severity of the outbreak, and the economic and other impacts of actions that may be taken by governmental authorities to contain the outbreak or to treat its impact, are developing and uncertain. The information set forth in this Appendix C predates the outbreak of the COVID-19 pandemic and should not be relied upon as representative of the current demographics within the District.

General

The County of Ventura is situated on the southern California Coast. The County covers an area of approximately 1,843 square miles and ranks 26th in size among California’s 58 counties. The County is bordered by the Pacific Ocean to the south and west, Santa Barbara County to the west, Kern County to the north, and Los Angeles County to the east. The County’s major population centers are San Buenaventura (the County seat), Oxnard, Thousand Oaks, Simi Valley, and Camarillo. All are within approximately 60 miles of downtown Los Angeles.

Most of the northern half of the County is within the Los Padres National Forest. Mountain ranges created fertile valleys and broad alluvial basins, primarily in the southern half of the County. The high soil fertility and good drainage of the alluvial basins have helped the County become a leading agricultural producer.

[Remainder of Page Intentionally Left Blank]

Population

The following table lists population estimates for the City, the County and the other major cities in the County as of January 1 each year for the last five calendar years.

**CITY OF OXNARD
VENTURA COUNTY
Population Estimates
Calendar Years 2016 through 2020**

	2016	2017	2018	2019	2020
Camarillo	68,463	68,530	68,796	70,024	70,261
Fillmore	15,454	15,546	15,652	15,680	15,566
Moorpark	36,217	36,337	36,569	36,649	36,278
Ojai	7,591	7,570	7,584	7,591	7,557
Oxnard	206,085	205,974	206,222	206,221	206,352
Port Hueneme	23,127	23,119	23,370	23,457	23,607
San Buenaventura	109,513	109,473	109,288	107,021	106,276
Santa Paula	30,843	30,731	30,778	30,573	30,389
Simi Valley	125,905	125,728	125,738	125,664	125,115
Thousand Oaks	129,142	128,666	128,701	127,610	126,484
Balance of County	97,491	97,383	96,626	95,560	95,001
Total County	849,831	849,057	849,324	846,050	842,886

Source: California Department of Finance estimates.

[Remainder of Page Intentionally Left Blank]

Employment and Industry

The District is included in the Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area (“MSA”). The unemployment rate in the Ventura County was 13.5% in May 2020, down from a revised 13.9% from April 2020, and above the year-ago estimate of 3.0%. This compares with an unemployment rate of 15.9% for California and 13.0% for the nation during the same period.

The following table shows civilian labor force and wage and salary employment data for the Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area, which is coterminous with Ventura County and, therefore, includes the City of Ventura, for the past five calendar years. These figures are area-wide statistics and may not necessarily accurately reflect employment trends in the City.

OXNARD-THOUSAND OAKS-VENTURA METROPOLITAN STATISTICAL AREA (Ventura County) Annual Average Civilian Labor Force, Employment and Unemployment, Employment by Industry (March 2019 Benchmark)

	2015	2016	2017	2018	2019
Civilian Labor Force ⁽¹⁾	427,200	425,300	424,200	423,600	423,400
Employment	403,100	403,100	405,100	407,300	408,200
Unemployment	24,100	22,200	19,100	16,300	15,200
Unemployment Rate	5.6%	5.2%	4.5%	3.8%	3.6%
Wage and Salary Employment: ⁽²⁾					
Agriculture	26,300	25,200	23,800	24,300	24,700
Mining and Logging	1,000	900	900	900	900
Construction	14,200	14,600	15,700	16,800	17,100
Manufacturing	9,500	10,000	10,800	11,300	11,100
Wholesale Trade	25,900	25,700	25,600	26,200	26,400
Retail Trade	12,600	13,000	13,200	13,100	13,200
Trans., Warehousing and Utilities	39,900	40,000	40,100	39,600	38,500
Information	6,000	6,000	6,100	6,300	6,300
Finance and Insurance	5,100	5,000	5,000	5,000	4,900
Real Estate and Rental and Leasing	13,500	13,200	12,700	12,300	11,600
Professional and Business Services	4,300	4,300	4,200	4,100	4,300
Educational and Health Services	40,500	40,900	42,200	42,900	44,400
Leisure and Hospitality	42,900	44,400	45,900	47,700	49,000
Other Services	35,700	36,400	37,200	37,800	38,300
Federal Government	9,700	9,600	9,600	9,500	9,700
State Government	7,100	7,400	7,300	7,300	7,400
Local Government	2,900	2,900	3,000	3,000	3,100
Total, All Industries ⁽³⁾	322,800	325,700	329,200	333,400	336,500

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

Major Employers

The table below lists the largest employers in the County as of July 2020, listed alphabetically.

VENTURA COUNTY Major Employers July 2020

Employer Name	Location	Industry
Adventist Health Simi Valley	Simi Valley	Hospitals
Amgen Inc	Newbury Park	Biological Specimens-Manufacturers
Baxter Healthcare	Westlake Village	Physicians & Surgeons Equip & Supls-Mfrs
City of Simi Valley	Simi Valley	City Hall
Community Memorial Health Syst	Ventura	Health Care Management
Haas Automation Inc	Oxnard	Computers-Electronic-Manufacturers
Harbor Freight Tools	Camarillo	Tools-New & Used
J M Smucker Co	Oxnard	Food Products & Manufacturers
Kaiser Permanente Ventura 888	Ventura	Medical Centers
Los Robles Hospital & Med Ctr	Thousand Oaks	Hospitals
Moorpark College	Moorpark	Junior-Community College-Tech Institutes
Nancy Reagan Breast Ctr	Simi Valley	Diagnostic Imaging Centers
National Guard	Port Hueneme	Government Offices-State
Naval Base Ventura County	Point Mugu Nawc	Military Bases
Ojai Valley Inn & Spa	Ojai	Hotels & Motels
Oxnard College	Oxnard	Junior-Community College-Tech Institutes
Pentair Aquatic Systems	Moorpark	Swimming Pool Equipment & Supls-Retail
Port Hueneme Div Naval	Port Hueneme Cbc	Military Bases
Rancho Simi Recreation Prk Dst	Simi Valley	Swimming Pools-Public
Sheriff's Department-Jails	Ventura	Government Offices-County
Simi Valley City Manager	Simi Valley	Government Offices-City/Village & Twp
St John's Regional Medical Ctr	Oxnard	Hospitals
Ventura County	Ventura	Government Offices-County
Ventura County Medical Ctr	Ventura	Hospitals

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2020 1st Edition.

[Remainder of Page Intentionally Left Blank]

Commercial Activity

Summaries of historic taxable sales within the City and the County during the past five years in which data is available are shown in the following tables.

Total taxable sales during the calendar year 2019 in the City were reported to be \$2.939 billion dollars, a 1.71% increase over the total taxable sales of \$2.890 billion dollars reported during calendar year 2018.

CITY OF OXNARD Taxable Retail Sales Calendar Years 2015 through 2019 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2015 ⁽¹⁾	2,556	\$1,964,023	4,103	\$2,521,312
2016	2,565	2,085,890	4,193	2,639,291
2017	2,653	2,152,900	4,287	2,733,223
2018	2,688	2,272,387	4,463	2,889,596
2019	2,739	2,297,559	4,615	2,939,107

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.

Source: State Department of Tax and Fee Administration.

Total taxable sales during calendar year 2019 in the County were reported to be \$14.8 billion dollars, a 3.18% increase over the total taxable sales of \$14.3 billion dollars reported during calendar year 2018.

VENTURA COUNTY Taxable Retail Sales Calendar Years 2015 through 2019 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2015 ⁽¹⁾	10,453	\$9,615,370	25,826	\$13,784,346
2016	15,595	9,774,880	26,161	13,745,950
2017	15,751	10,102,010	26,392	13,901,215
2018	15,632	10,486,735	26,954	14,323,432
2019	15,822	10,701,509	27,755	14,779,590

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.

Source: State Department of Tax and Fee Administration.

Effective Buying Income

Effective buying income ("EBI") is designated by Sales and Marketing Management Magazine as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local, non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis.

The following table summarizes the Household Effective Buying Income for the City, the County, the State of California and the United States for the period 2016 through 2020.

COUNTY OF VENTURA Effective Buying Income As of January 1, 2016 through 2020

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2016	City of Oxnard	\$3,529,380	\$54,966
	Ventura County	24,412,090	67,179
	California	981,231,666	53,589
	United States	7,757,960,399	46,738
2017	City of Oxnard	\$3,487,509	\$55,137
	Ventura County	23,874,399	65,193
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2018	City of Oxnard	\$3,753,727	\$58,421
	Ventura County	26,565,506	71,934
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2019	City of Oxnard	\$3,763,376	\$58,042
	Ventura County	26,149,018	70,618
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2020	City of Oxnard	\$3,944,985	\$61,353
	Ventura County	27,287,576	73,421
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303

Source: The Nielsen Company (US), Inc for years 2016 through 2018; Claritas, LLC for 2019 and 2020.

Construction Activity

Construction activity in the City and the County for the past five years for which data is available is shown in the following tables.

CITY OF OXNARD					
Total Building Permit Valuations					
Calendar Years 2015 through 2019					
(valuations in thousands)					
	2015	2016	2017	2018	2019
<u>Permit Valuation</u>					
New Single-family	\$41,189.3	\$48,722.1	\$55,602.1	\$16,535.7	\$23,103.3
New Multi-family	11,874.3	87,380.0	41,833.8	15,462.4	18,642.6
Res. Alterations/Additions	7,501.4	5,645.5	4,977.7	6,517.4	6,113.1
Total Residential	60,565.0	141,747.6	102,413.6	\$38,515.5	47,859.0
New Commercial	5,281.7	10,978.0	9,697.8	2,317.1	12,787.9
New Industrial	1,337.6	0.0	0.0	7,311.5	0.0
New Other	764.0	5,688.7	13,923.6	14,126.8	3,078.4
Com. Alterations/Additions	14,145.1	17,549.1	16,958.3	17,485.9	32,672.3
Total Nonresidential	21,528.4	34,218.8	40,579.7	41,241.3	48,538.6
<u>New Dwelling Units</u>					
Single Family	146	144	198	40	65
Multiple Family	83	579	482	56	71
TOTAL	229	723	680	96	136

Source: Construction Industry Research Board, Building Permit Summary.

VENTURA COUNTY					
Total Building Permit Valuations					
Calendar Years 2015 through 2019					
(valuations in thousands)					
	2015	2016	2017	2018	2019
<u>Permit Valuation</u>					
New Single-family	\$238,295.5	\$236,652.9	\$266,346.8	\$392,515.2	\$261,553.0
New Multi-family	69,260.2	147,122.8	231,822.5	107,224.0	93,818.1
Res. Alterations/Additions	66,458.2	64,655.7	200,617.4	148,312.3	71,534.0
Total Residential	374,013.9	448,431.4	698,786.7	648,051.5	426,905.1
New Commercial	55,505.3	52,600.3	71,967.3	144,707.2	51,503.1
New Industrial	4,404.9	4,647.4	35,699.9	16,865.3	12,262.9
New Other	37,412.3	57,210.5	31,579.7	42,529.7	50,307.8
Com. Alterations/Additions	92,613.9	88,289.8	91,036.8	153,876.7	91,837.7
Total Nonresidential	189,936.4	202,748.0	230,283.7	357,978.9	205,911.5
<u>New Dwelling Units</u>					
Single Family	615	652	851	637	731
Multiple Family	394	1,011	1,638	612	697
TOTAL	1,009	1,663	2,489	1,249	1,428

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX D

PROPOSED FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF JONES HALL]

_____, 2020

Board of Trustees
Oxnard School District
1051 South "A" Street
Oxnard, California 93030

OPINION: \$ _____ Oxnard School District
 (Ventura County, California)
 General Obligation Bonds Election of 2016, Series C

Members of the Board of Trustees:

We have acted as bond counsel to the Oxnard School District (the "District") in connection with the issuance by the District of \$ _____ principal amount of Oxnard School District (Ventura County, California) General Obligation Bonds Election of 2016, Series C, dated the date hereof (together, the "Bonds"), under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"), and a resolution adopted by the Board of Trustees of the District (the "Board") on October 21, 2020 (the "Bond Resolution"). We have examined the law and such certified proceedings and other papers as we deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Board contained in the Bond Resolution and in the certified proceedings and other certifications furnished to us, without undertaking to verify such facts by independent investigation.

Based upon our examination, we are of the opinion, under existing law, as follows:

1. The District is a duly created and validly existing high school district with the power to issue the Bonds, and to perform its obligations under the Bond Resolution and the Bonds.
2. The Bond Resolution has been duly adopted by the Board, and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.

3. The Bonds have been duly authorized, executed and delivered by the District and are valid and binding general obligations of the District, and the Board of Supervisors of Ventura County is obligated under the laws of the State of California to cause to be levied a tax without limit as to rate or amount (except with respect to certain personal property which is taxable at limited rates) upon the taxable property in the District for the payment when due of the principal of and interest on the Bonds.

4. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

5. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

\$ _____
OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds
Election of 2016, Series C

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “**Disclosure Certificate**”) is executed and delivered by the Oxnard School District (the “**District**”) in connection with the issuance and delivery of the captioned bonds (the “**Bonds**”). The captioned Bonds are being issued pursuant to a resolution adopted by the Board of Trustees of the District on October 21, 2020 (the “**Resolution**”). U.S. Bank National Association is initially acting as paying agent for the Bonds (the “**Paying Agent**”).

The District hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Resolutions, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” means any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4.

“*Annual Report Date*” means the date not later than nine months after the end of each fiscal year of the District (currently March 31).

“*Dissemination Agent*” means, initially, the District, or any successor Dissemination Agent designated in writing by the District and which has filed with the District and the Paying Agent a written acceptance of such designation.

“*Listed Events*” means any of the events listed in Section 5(a).

“*MSRB*” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

“*Official Statement*” means the final official statement executed by the District in connection with the issuance of the Bonds.

“*Paying Agent*” means U.S. Bank National Association, Los Angeles, California, or any successor thereto.

“*Participating Underwriter*” means Raymond James & Associates, Inc., the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Rule*” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing not later than March 31, 2021 with the report for the 2019-20 fiscal year, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the District) has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the District’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the District hereunder.

(b) If the District does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the District in a timely manner shall provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A, with a copy to the Paying Agent and Participating Underwriter.

(c) With respect to each Annual Report, the Dissemination Agent shall:

- (i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and
- (ii) if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, the following information with respect to the most recently completed fiscal year, as follows:

- (i) total assessed valuation of taxable properties in the District;
- (ii) total assessed valuation of taxable properties of the top twenty taxpayers in the District;
- (iii) property tax collection delinquencies for the District, but only if *ad valorem* taxes for general obligation bonds are not collected on the County's Teeter Plan and such information is available from the County at the time of filing the Annual Report; and
- (iv) the District's most recently adopted budget available at the time of filing the Annual Report.

(c) In addition to any of the information expressly required to be provided under paragraphs (a) and (b) of this Section, the District shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission.

Section 5. Reporting of Significant Events.

(a) The District shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.

- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the District.
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material.
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Bond Resolution.

(c) The District acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14), and (a)(15) of this Section contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The District shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the District obtains knowledge of the occurrence of any of these Listed Events, the District will as soon as possible determine if

such event would be material under applicable federal securities law. If such event is determined to be material, the District will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(e) For purposes of Section 5(a)(15) and (16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the District. Any Dissemination Agent may resign by providing 30 days’ written notice to the District and the Paying Agent.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;
- (b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds,

after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

- (c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Resolution for amendments to the Resolution with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the District fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent will have no duty or obligation to review any information provided to it by the District hereunder, and shall not be deemed to be acting in any fiduciary capacity for the District, the Bondholders or any other party. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2020

OXNARD SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Oxnard School District (the "District")

Name of Bond Issue: Oxnard School District General Obligation Bonds, Election of 2016, Series C

Date of Issuance: _____, 2020

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate, dated as of _____, 2020. The District anticipates that the Annual Report will be filed by _____.

Dated: _____

OXNARD SCHOOL DISTRICT:

By: _____
Its: _____

cc: Paying Agent and Participating Underwriter

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the District nor the Paying Agent take any responsibility for the information contained in this Section.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (in this Appendix, the “Bonds”). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is

a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to District as soon as

possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from District or Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to District or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered.

10. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that District believes to be reliable, but District takes no responsibility for the accuracy thereof.

APPENDIX G

VENTURA COUNTY INVESTMENT POLICY AND REPORT

APPENDIX H
TABLE OF ACCRETED VALUES



Oxnard School District

Ventura County

Measure D, Series 2020C Bond Issuance Overview

October 2020

6425 CHRISTIE AVENUE
SUITE 270
EMERYVILLE, CA 94608
(510) 596-8170

815 COLORADO BLVD
SUITE 201
LOS ANGELES, CA 90041
(323) 202-2550

1901 S. VICTORIA AVENUE
SUITE 106
OXNARD, CA 93035
(805) 201-1989

180 PROMENADE CIRCLE
SUITE 300
SACRAMENTO, CA 95848
(619) 634-7748



Bond Program Background

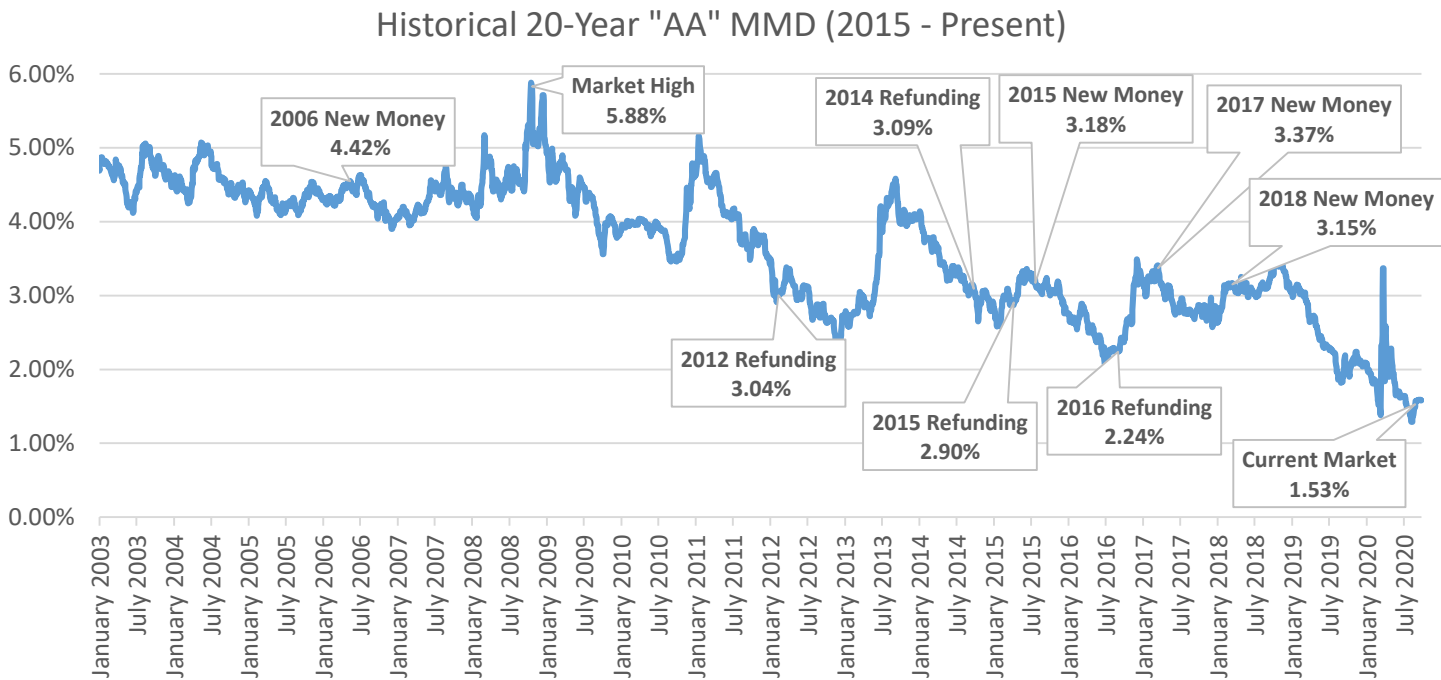
- In November 2016, voters approved Measure “D” authorizing the District to sell up to \$142.5 million in general obligation (G.O.) bonds to support the District’s Master Construct & Implementation Program
- In March 2017, the District issued \$81 million of Measure D bonds in order to fund the design of Rose Elementary, the construction of McKinna Elementary, Seabridge Elementary, and the ECDC at Harrington and approximately \$14 million in March 2018 to replenish the Program Reserve and continue the implementation of the Master Construct Program
- Pursuant to Education Code Section 42603, the District is exploring options to use the proposed issuance and existing fund balances outside of the General Fund in an effort to provide the necessary cashflow for the District to absorb the State deferrals without additional short-term borrowings
- At this time, it is estimated that the District could issue an additional \$9-12 million in Measure D bonds based on market conditions, the Proposition 39 tax rate constraint of \$30 per \$100,000 of assessed value, and the District’s bonding capacity
- At the District’s direction, the Financing Team have submitted the required legal documents for the issuance of the District’s Election of 2016, Series C bonds for the Board’s review
- The documents will be considered at the Board’s October 21, 2020 meeting

Proposed Bond Structure

- Pursuant to the District's direction, the proposed structure will prioritize the use of Current Interest Bonds; however, as with past practice, the documents allow the use of Capital Appreciation Bonds, if required
- The Series C bonds are estimated to carry a true interest cost of 2.75% and a term of 25 years
- The estimated total gross debt service for the bond issuance is approximately \$16.3 million resulting in an estimated debt repayment ratio of 1.63 to 1 well below the 4.0 to 1 estimated to voters and more consistent with the District's recent historical bond sales
- Pursuant to the Master Construct & Implementation Program, it is estimated that the debt structure will maintain the tax rate for all Measure "D" bonds of \$30 per \$100,000 of assessed value and assuming an annual average assessed value growth rate of 4.0% over the term of the bonds
- The proceeds from the bond sale will be used to continue to implement the Master Construct & Implementation Program and provide additional cash flow flexibility to the District to address cash deferrals from the State

Historical G.O. Bond Interest Rates

- Current interest rates for municipal bonds are near historic lows, allowing the District to issue bonds at a lower cost and save taxpayer dollars
- Interest rates for similar bond transactions are lower than the District's previous Measure D bond issuances in 2017 and 2018
- While rates spiked briefly in March due to concerns related to COVID-19, the municipal bond market has stabilized over the past two months, and demand for new issuances remains strong



District Bonding Capacity

- The current statutory debt limit for non-unified school districts is 1.25% of the total assessed valuation of the taxable property within a district's boundaries
- On March 9, 2017, the California State Board of Education approved the District's application for a waiver to raise the District's statutory debt limit to 2.12% of total assessed valuation
- The District's 2.12% maximum debt limit is authorized through August 1, 2025
- As of August 1, 2020, the District's outstanding debt constituted 86.9% of its total assessed valuation
- At this time, the District can issue an additional \$40.4 million of Measure "D" bonds and still comply with the 2.12% maximum debt limit
- Given the current repayment schedule of the District's outstanding bonds and an estimated annual assessed valuation growth rate of 4.0%, it is estimated that the District will return to its statutory debt limit by 2024-25, the original projected date under the Measure "D" waiver

District Credit Rating

- Presently, S&P assigns its 'A+' to the District's outstanding G.O. bonds, a credit rating affirmed in April 2020
 - As part of the issuance of these Series C bonds, the District will seek a bond credit rating from Standard & Poor's (S&P)
 - The S&P rating analysis will focus on several key factors:
 - ADA history and projections for further growth
 - Diversity of the Ventura County economy and rising local property values
 - Strength of projected fund balance position and management's use of revenue and expenditure assumptions
 - Budget-to-actual reporting and financial forecasts
 - Debt amortization and future debt issuance projections
 - Current and future pension and OPEB obligations
- The District recently went through a similar process earlier this year in which S&P affirmed the District's 'A+' rating

Documents for Review & Consideration

- At the District's direction, the Financing Team have submitted the required legal documents for the issuance of the District's Election of 2016, Series C bonds for the Board's review
- The documents will be considered at the Board's October 21, 2020 meeting:
 - Resolution No. 17-24, for the issuance of up to \$13 million of Election of 2016, Series C, general obligation bonds and allows for issuance of CIBs, and CABs
 - Preliminary Official Statement (POS)
 - Bond Purchase Agreement (BPA) between the District and Stifel, Nicolaus and Company as Underwriter

Proposed Schedule

Date Completed	Task to Be Completed	Responsibility
Wed, Oct 7	Board Meeting – 1st reading of resolution and legal docs	FA/District
Thu, Oct 15	Rating Agency Meeting	All
Wed, Oct 21	Board Meeting – 2nd reading and consideration of resolution and legal docs	FA/District
Thu, Oct 22	Due Diligence Call	FA/District/RA
Thu, Oct 22	Receive Credit Rating	FA/District
Fri, Oct 23	Post POS	BC
Wed, Oct 28	Pre-pricing conference call to review preliminary market conditions	District/FA/UW
Thu, Oct 29	Pricing conference call	District/FA/UW
Wed, Nov 11	Pre-close; transaction documents executed	All
Thu, Nov 12	Close Bonds	All

General Information Exclusion Disclosure

IMPORTANT: PLEASE REVIEW. CFW Advisory Services, LLC (“CFW”) has prepared the attached materials. These materials consist of factual or general information (as defined in Section 975 of the Dodd Frank Wall Street Reform and Consumer Protection Act, as amended, otherwise known as the “Municipal Advisor Rule”) including information regarding CFW’s professional qualifications and prior experience.

These materials have been prepared by CFW for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. To the extent that CFW provides any alternatives, options, views, analysis, calculations or examples in the attached information, such information is not intended to suggest that the municipal entity or obligated person could achieve particular results in any municipal securities transaction.

Any terms and conditions presented in the attached materials are subject to further discussion and negotiation. CFW does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. Where indicated, this presentation may contain information derived from sources other than CFW. While we believe such information to be accurate and complete, CFW does not guarantee the completeness and accuracy of this information. This material is based on information currently available to CFW or its sources and is subject to change without notice. Any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: October 7, 2020

Agenda Section: Section A: Preliminary

Adoption of Resolution #20-13 – National Custodial Worker’s Recognition Day, October 2, 2020 (Aguilera-Fort)

Annually on October 2nd, National Custodial Worker’s Recognition Day recognizes and honors the employees who keep our schools and workplaces across the nation running smoothly. Resolution #20-13 in recognition of custodial staff in the Oxnard School District is presented herewith for the Board’s consideration and adoption.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #20-13 in honor of National Custodial Worker’s Recognition Day, October 2, 2020.

ADDITIONAL MATERIALS:

Attached: [Resolution #20-13 National Custodial Workers Day \(1 page\)](#)



OXNARD SCHOOL DISTRICT

Resolution #20-13

National Custodial Worker’s Recognition Day October 2, 2020

WHEREAS, district custodians are Essential Workers who play a key role in our organization; and

WHEREAS, district custodians arrive at school before anyone else and leave after everyone else; and

WHEREAS, district custodians operate behind the scenes and are often under-appreciated for the hard work they perform day after day to keep schools clean and well-maintained; and

WHEREAS, custodians in the Oxnard School District perform a long list of behind-the-scenes jobs that are very important but sometimes go unnoticed; and

WHEREAS, district custodians frequently go beyond the call of duty to help keep schools and facilities free of dirt that can cause illnesses; and

WHEREAS, district custodians perform invaluable work that contributes to important first impressions and the favorable appearance of our schools and district office buildings; and

WHEREAS, schools in the Oxnard School District would not function properly without our custodial staff;

NOW THEREFORE BE IT RESOLVED that the Oxnard School District Board of Trustees hereby recognizes October 2, 2020 as National Custodial Worker’s Recognition Day, in honor and appreciation of the contributions of our custodial staff to keeping our school environments well maintained so that high-quality instruction may take place.

BE IT FURTHER RESOLVED that the Oxnard School District Board of Trustees commends all district custodians for their work and efforts to create welcoming, clean and safe school and work environments.

Adopted this 7th day of October, 2020.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees



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

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

El Distrito Escolar de Oxnard alienta la participación pública a distancia en línea en 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 alienta firmemente 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 las próximas reuniones 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 siguientes 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 a la Oficina del Distrito entre las 9:00 de la mañana y 12 del mediodía. También puede depositar su comentario en el buzón de correo que se encuentra afuera de la oficina, hasta las 4:00 de la tarde del día de la reunión. Por favor indique si el comentario público es sobre un tema que está en la agenda o no lo es. 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 videoconferencia Zoom en [ZOOM.OXNARD.ORG](https://zoom.us/j/11118), desde una computadora, dispositivo electrónico, tableta o teléfono. Puede encontrar la información de la reunión Zoom en la agenda de cada reunión. La información sobre la reunión se encuentra en la siguiente página de nuestro sitio web <https://www.oxnardsd.org/Page/11118> mientras sea necesario durante la pandemia COVID-19.

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. Anabolena DeGenna

Date of Meeting: October 7, 2020

Agenda Section: Section B: Hearing

Public Hearing to Present Finding of Sufficiency of Textbooks or Instructional Materials for 2020-2021 Resolution #20-11 (DeGenna/Thomas)

A public hearing is being held to present the finding of sufficient instructional materials for 2020-2021. The requirements of Education Code 60119 state that a public hearing must be held on, or before the 8th week of school, and which did not take place during or immediately following school hours.

FISCAL IMPACT:

A resolution of sufficiency of instructional materials releases the remainder of the textbook funds not yet spent.

RECOMMENDATION:

It is the recommendation of the Director of Curriculum, Instruction and Accountability, and the Assistant Superintendent Educational Services, that the Board of Trustees adopt the Resolution #20-11 of sufficiency of instructional materials.

ADDITIONAL MATERIALS:

Attached: [Resolution- Williams Act Sufficient Textbooks.](#)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/487-3918 • Fax 805/487-9648

Instruction

E 6161.1(a)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

Resolution #20-11 on Sufficiency of Textbooks or Instructional Materials

Whereas, the Governing Board of the Oxnard School District/Ventura County Office Education, in order to comply with the requirements of Education Code 60119, held a public hearing on October 7, 2020 at 7:00 O'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Oxnard School District/Ventura County Office of Education and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including English learners, has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas between the 2008-09 through the 2020-21 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Oxnard School District/Ventura County Office of Education, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

Finding of Sufficient Instructional Materials

Whereas, sufficient textbooks and instructional materials were provided to each student, including English Learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

Mathematics:

K-5th McGraw-Hill, My Math- adopted 2015

6th, 7th and 8th Pearson Education, Connected Mathematics 3, adopted 2015

Science:

K-5th Macmillan/McGraw-Hill, California Science- adopted 2008
6th, 7th and 8th McGraw Hill Inspire 2020

History-Social Science:

K-5th Pearson Scott Foresman- History Social Science for CA, adopted 2005
6th, 7th and 8th Cengage National Geographic Learning 2018

Reading/Language Arts/ELD, including the English language development component of an adopted program:

K-5th McGraw Hill Wonders/Maravilla 2016
6th - 8th –McGraw Hill Study Sync - 2017

ELD:

K-5 McGraw Hill Wonders
6th, 7th & 8th Houghton Mifflin Harcourt English 3D, adopted 2015

Whereas, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

Therefore, it is resolved that for the 2020-21 school year, the Oxnard School District/Ventura County Office of Education, has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

Attest:

President

Secretary

Policy Reference UPDATE Service

Copyright 2009 by California School Boards Association, West Sacramento, California 95691
All rights reserved.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 7, 2020

Agenda Section: Section C: Facilities Agreement

**Approval of Notice of Completion, Flooring Project 2020, Bid #19-INF-01
(Penanhoat/Miller)**

The contractor, Reliable Floor Covering Inc., has completed the work of Bid #19-INF-01 to perform the work for Flooring Project 2020, as of July 23, 2020. It is recommended that the Board of Trustees approve the Notice of Completion for this Project, which will be filed by the District with the County Recorder's Office.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #19-INF-01, Flooring Project 2020, with Reliable Floor Covering Inc.

ADDITIONAL MATERIALS:

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

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

NO FEE PER GOVT CODE 27383

NOTICE OF COMPLETION

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

Description: Frank Academy, 701 N. Juanita Avenue, Oxnard, CA 93030;
McAuliffe School, 3300 W. Via Marina Avenue, Oxnard, CA 93035; and
Ramona School, 804 Cooper Road, Oxnard, CA 93030, for Bid #19-INF-01 and
Agreement #19-208, Flooring Project 2020:

That on or about the 3rd day of June 2020 the said Oxnard School District of Ventura County entered into a contract with Reliable Floor Covering Inc. for the work of site improvements located at the school sites listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 23rd day of July 2020; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By _____
Secretary of its Board of Trustees

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

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

Subscribed and sworn to (**or affirmed**) before me on this _____ day of _____, 2020, by _____, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 7, 2020

Agenda Section: Section C: Facilities Agreement

**Approval of Notice of Completion, Painting Project 2020, Bid #19-INF-02
(Penanhoat/Miller)**

The contractor, D & J Painting, has completed the work of Bid #19-INF-02 to perform the work for Painting Project 2020, as of July 18, 2020. It is recommended that the Board of Trustees approve the Notice of Completion for this Project, which will be filed by the District with the County Recorder's Office.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #19-INF-02, Painting Project 2020, with D & J Painting.

ADDITIONAL MATERIALS:

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

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

NO FEE PER GOVT CODE 27383

NOTICE OF COMPLETION

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

Description: Chavez School, 301 N. Marquita Street, Oxnard, CA 93030;
Curren School, 1101 North F Street, Oxnard, CA 93033;
Driffill School, 910 South E Street, Oxnard, CA 93030;
Kamala School, 634 W. Kamala Street, Oxnard, CA 93033; and
McAuliffe School, 3300 W. Via Marina Avenue, Oxnard, CA 93035, for Bid #19-INF-02 and Agreement #19-207, Painting Project 2020:

That on or about the 3rd day of June 2020 the said Oxnard School District of Ventura County entered into a contract with D & J Painting for the work of site improvements located at the school sites listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 18th day of July 2020; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By _____
Secretary of its Board of Trustees

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

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

Subscribed and sworn to (**or affirmed**) before me on this _____ day of _____, 2020, by _____, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 7, 2020

Agenda Section: Section C: Facilities Agreement

Approval of Notice of Completion, Wall Anchor Project at Marina West School, Bid #19-INF-05 (Penanhoat/Miller)

The contractor, Urbane Builders Inc., has completed the work of Bid #19-INF-05 to perform the work for Wall Anchor Project at Marina West School, as of August 14, 2020. It is recommended that the Board of Trustees approve the Notice of Completion for this Project, which will be filed by the District with the County Recorder's Office.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #19-INF-05, Wall Anchor Project at Marina West School, with Urbane Builders Inc.

ADDITIONAL MATERIALS:

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

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

NO FEE PER GOVT CODE 27383

NOTICE OF COMPLETION

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

Description: Marina West School, 2501 Carob Street, Oxnard, CA 93035, for Bid #19-INF-05 and Agreement #20-30, Wall Anchor Project @ Marina West:

That on or about the 24th day of June 2020 the said Oxnard School District of Ventura County entered into a contract with Urbane Builders Inc. for the work of site improvements located at the school sites listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 14th day of August 2020; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By _____
Secretary of its Board of Trustees

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

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

Subscribed and sworn to (**or affirmed**) before me on this _____ day of _____, 2020, by _____, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 7, 2020

Agenda Section: Section C: Facilities Agreement

Approval of Notice of Completion, Roofing Project 2020, Bid #19-02 (Penanhoat/Miller)

The contractor, Falcon Roofing Company, has completed the work of Bid #19-02 to perform the work for Roofing Project 2020, as of September 2, 2020. It is recommended that the Board of Trustees approve the Notice of Completion for this Project, which will be filed by the District with the County Recorder's Office.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #19-02, Roofing Project 2020, with Falcon Roofing Company.

ADDITIONAL MATERIALS:

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

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

NO FEE PER GOVT CODE 27383

NOTICE OF COMPLETION

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

Description: Lopez Academy, 647 W. Hill Street, Oxnard, CA 93033 and McAuliffe School, 3300 W. Via Marina Avenue, Oxnard, CA 93035, for Bid #19-02 and Agreement #19-209, Roofing Project 2020:

That on or about the 3rd day of June 2020 the said Oxnard School District of Ventura County entered into a contract with Channel Islands Roofing Inc. for the work of site improvements located at the school site listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 2nd day of September 2020; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By _____
Secretary of its Board of Trustees

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

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

Subscribed and sworn to (**or affirmed**) before me on this _____ day of _____, 2020, by _____, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: October 7, 2020

Agenda Section: Section C: Consent Agenda

Acceptance of Gifts (Dr. Aguilera-Fort)

From Woodmen Life Fraternal Lodge 199, a donation of \$500.00 to be used to support student learning at Sierra Linda School. It is the recommendation of the Superintendent that the Board of Trustees accept the donation from Woodmen Life Fraternal Lodge 199.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees accept the donation from Woodmen Life Fraternal Lodge 199 as outlined above.

ADDITIONAL MATERIALS:

Attached: [Donation Letter Marina West 10072020.pdf](#)



OXNARD SCHOOL DISTRICT

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

www.oxnardsd.org

Sierra Linda School

2201 Jasmine Street, Oxnard CA 93036

(805) 385-1581 Fax: (805) 485-5796



September 10, 2020

Woodmen Life Fraternal Lodge 199

ATTN: Raul Rodriguez

P. O. Box 1548

Oxnard, CA 93032

Mr. Rodriguez:

On behalf of our students and staff, I would like to thank you and the rest of your lodge members for the very generous donation of \$500.00 as part of the Woodmen Life's Virtual Back to School Challenge. As you are well aware, the world of education has faced some major challenges in the recent past and we are always looking for innovative ways to keep up with our ever-changing learning environment. And your organization's contribution to this school's efforts is greatly appreciated. Thank you for being a Sierra Linda supporter and donor.

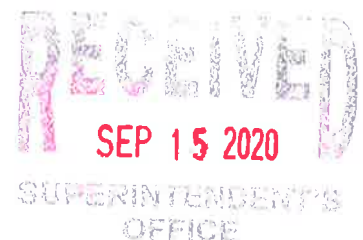
Best regards,

Jorge Mares

Principal

Sierra Linda School

Cc: **Dr. Karling Aguilera-Fort, Superintendent**
OSD Board of Trustees



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: October 7, 2020

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Thomas)

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 and the Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

ADDITIONAL MATERIALS:

Attached: [Personnel Actions rev 10072020 \(four pages\)](#)

CERTIFICATED PERSONNEL ACTIONS

Listed below are recommended Certificated Personnel Actions presented to the Board of Trustees for consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

New Hires

Arceo, Jasmin	Limited Term Teacher	September 3, 2020
Biggerstaff, Michelle	SPED Teacher	September 9, 2020
Donnelly, Briauna	Limited Term Counselor	September 8, 2020
Ford, Rochalle	Limited Term Teacher	September 28, 2020
Green, Susan	Teacher	September 8, 2020
Pollack, Bruce	SPED Teacher	September 18, 2020
Rodriguez, Janeli	SPED Teacher	September 18, 2020
Wells, Zara	Speech Language Pathologist	October 8, 2020
Morrison, Courtney	Substitute Teacher	2020/2021 School Year
Usuki, Lori	Substitute Teacher	2020/2021 School Year

Resignation/Termination

Kaprielian, Lauren	Speech Language Pathologist	October 9, 2020
--------------------	-----------------------------	-----------------

Leave of Absence

Yslas, Kathryn	RSP Teacher, Soria	2020/2021 School Year
----------------	--------------------	-----------------------

New Hire

Araya, Carol	Healthcare Technician, Position #2693 Pupil Services 7.0 hrs./183 days	09/21/2020
Morales, Alicia J	Paraeducator II, Position #6783 Special Education 5.75 hrs./183 days	09/14/2020
Patel, Ankur	School Occupational Therapist, Position #997 Special Education 8.0 hrs./203 days	10/01/2020

Limited Term

Morones, Maria	Clerical (substitute)	09/08/2020
----------------	-----------------------	------------

Promotional

Garcia Rodriguez, Jannie	Paraeducator II, Position #2225 Special Ed. 5.75 hrs./183 days Campus Assistant, Position #3075 Soria 5.0 hrs./180 days	09/20/2020
--------------------------	--	------------

Transfer

Serrato Cortes, Elva	Outreach Specialist, Position #2709 Lopez 8.0 hrs./180 days Outreach Specialist, Position #2200 Kamala 8.0 hrs./180 days	09/14/2020
----------------------	---	------------

Administrative Transfer

Barajas, Roberto C	Lead Custodian, Position #952 Lemonwood 8.0 hrs./246 days Lead Custodian, Position #1872 Lopez 8.0 hrs./246 days	09/21/2020
Gil, John J	Lead Custodian, Position #1872 Lopez 8.0 hrs./246 days Lead Custodian, Position #952 Lemonwood 8.0 hrs./246 days	09/21/2020

Increase in Hours

Alcala, Hugo R	Outreach Specialist, Position #2161 Harrington 8.0 hrs./180 days Outreach Specialist, Position #2161 Harrington 6.0 hrs./180 days	09/14/2020
Magana, Maria C	Outreach Specialist, Position #2670 Soria 8.0 hrs./180 days Outreach Specialist, Position #2670 Soria 7.0 hrs./180 days	09/14/2020

Medina, Ana L	Outreach Specialist, Position #1070 Ramona 8.0 hrs./180 days Outreach Specialist, Position #1070 Ramona 6.0 hrs./180 days	09/14/2020
Moreno, Reyna	Outreach Specialist, Position #2566 Marina West 8.0 hrs./180 days Outreach Specialist, Position #2566 Marina West 6.0 hrs./180 days	09/14/2020
Perez Gutierrez, Maritza	Outreach Specialist, Position #2688 Marshall 8.0 hrs./180 days Outreach Specialist, Position #2688 Marshall 6.0 hrs./180 days	09/14/2020
Robles, Lisette	Outreach Specialist, Position #2191 Sierra Linda 8.0 hrs./180 days Outreach Specialist, Position #2191 Sierra Linda 6.0 hrs./180 days	09/14/2020
Rodriguez, Petula S	Outreach Specialist, Position #6077 McKinna 8.0 hrs./180 days Outreach Specialist, Position #6077 McKinna 6.0 hrs./180 days	09/14/2020
Rodriguez, Raquel	Outreach Specialist, Position #2614 Rose Ave. 8.0 hrs./180 days Outreach Specialist, Position #2614 Rose Ave. 6.0 hrs./180 days	09/14/2020
Serrano, Gabriela M	Outreach Specialist, Position #2563 Lemonwood 8.0 hrs./180 days Outreach Specialist, Position #2563 Lemonwood 6.0 hrs./180 days	09/14/2020
Vazquez, Teresa G	Outreach Specialist, Position #2686 Ritchen 8.0 hrs./180 days Outreach Specialist, Position #2686 Ritchen 6.0 hrs./180 days	09/14/2020
Vivanco, Regina R	Outreach Specialist, Position #2687 McAuliffe 8.0 hrs./180 days Outreach Specialist, Position #2687 McAuliffe 6.0 hrs./180 days	09/14/2020

Reemployment

Cruz Jr., Martin	Paraeducator III, Position #9275 Special Education 5.75 hrs./183 days	09/16/2020
------------------	--	------------

Leave of Absence

Castaneda, Crystal M	Paraeducator III, Position #1913	10/11/2020-2/20/2021
Gomez, Yasmin	Paraeducator III, Position #2903	08/26/2020-12/16/2020
Morales, Andrea	Paraeducator I, Position #7167	08/19/2020-12/17/2020
Tougas, Laura A	Paraeducator III, Position #7902	09/14/202-05/20/2021

Release During Probation

10900 Special Education Data Technician, Position #9283 09/18/2020

Resignation

Barron, Teresa A Accountant/Internal Auditor, Position #1419 10/01/2020

Rivera Garcia, Maria Paraeducator I, Position #9155 09/18/2020

Robles, Josephine Preschool Assistant, Position #443 08/16/2020

Retirement

Lopez, Irma Paraeducator II, Position #2143 09/11/2020

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: October 7, 2020

Agenda Section: Section C: Consent Agenda

Establish/Abolish/Increase/Reduce Hours of Position (Torres/Thomas)

Abolish

a five hour 183 day Paraeducator I position number 8777 to be abolished at McKinna school. This position will be abolished due to lack of work.

a four hour 183 day Clerical Assistant position number 877 to be abolished at McAuliffe. This position will be abolished due to lack of funds.

Reduce

a five hour and forty five minute 190 day Library Media Technician position number 635 to be reduced to five hours at McAuliffe school. This position will be reduced due to the lack of funds.

a four hour and 10 minute 183 day Paraeducator I position number 7178 to be reduced to three hours and 10 minutes at Lemonwood school. This position will be reduced due to the lack of work.

FISCAL IMPACT:

Savings for Paraeducator I: \$25,501 General
Savings for Clerical Assistant: \$19,415 General
Savings for Library Media Technician: \$4,476 General
Savings for Paraeducator I: \$4,825 General

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 7, 2020

Agenda Section: Section C: Personnel Agreement

Approval of Agreement #20-73 – Pepperdine University (Penanhoat/Lugotoff)

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

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Child Nutrition Services, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #20-73 with Pepperdine University.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-73, Pepperdine University \(3 Pages\)](#)

**AFFILIATION AGREEMENT
BETWEEN
Pepperdine University
and
Oxnard School District**

This Affiliation Agreement is entered into between the Individualized Supervised Practice Pathway (ISPP) located at Pepperdine University in the Natural Science Department at Seaver College and Oxnard School District (The Affiliated Facility) located in Oxnard, California.

PURPOSE

Pepperdine University has an ISPP program for educating students to meet the qualifications for practice in the profession of Dietetics, and desires the assistance of the Affiliated Facility in providing a supervised experience to the students and is willing to assist by providing a supervised experience to the students enrolled in the program.

Therefore, it is mutually agreed by and between such parties that

RIGHTS AND OBLIGATIONS

1. The University and the Affiliated Facility shall cooperate to provide supervised experience to students of the University enrolled in the Dietetic ISPP program.
2. Both parties agree that there shall be no discrimination on the basis of marital status, race, color, sex, age, religion, sexual orientation, gender identity, disability, national origin or status as a US Veteran pertaining to any experiences during the Dietetic ISPP program.
3. Students are not employees of Pepperdine University or the Affiliated Facility and are not entitled to any employee benefits or compensation of either party, which includes not providing Worker's Compensation coverage.
4. Both parties will instruct their respective faculty, staff and participating student(s) to maintain confidentiality of student and patient information as required by law, including the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability Accountability ACT (HIPPA) and by policies and procedures of Pepperdine University and the Affiliated Facility.
5. The objective of the Affiliated-Facility training shall be to create awareness in the students of the activities within the Affiliated Facility and to have the students gain experience in such activities.
6. The experience for students in the ISPP program shall occur during the fall, and/or spring semesters as follows:
 - a. Maximum of 1 student(s) shall be assigned to the Affiliated Facility at anyone time for experience any given semester.
 - b. The length of the time the student(s) will be assigned to the Affiliated Facility shall be mutually agreed to by the University and the Affiliated Facility prior to the student's arrival at the Affiliated Facility.
7. During the supervised experience, the student shall be under the Direction of a University staff member/s. The University staff member/s shall:
 - a. Coordinate the program with the Affiliated Facility
 - b. Complete program planning one (1) month prior to beginning of rotation, including schedule and name(s) of participating student(s).

- c. Visit the Affiliated Facility as needed to observe students and discuss students' performance with staff members.
 - d. Evaluation of student progress:
 - 1. Determine grades reflecting the student's level of performance based upon:
 - i. Evaluations and input from the Affiliated-Facility staff.
 - ii. University methods of evaluation/observation.
8. The students shall undergo a health examination and/or supply any health documents which the Affiliated Facility may require.
 9. Any materials loaned to the student by the Affiliated Facility must be returned in satisfactory condition to the Affiliated Facility or replacement costs will be charged to the student.
 10. Responsibilities of students in the program are to:
 - a. Recognize the uniqueness of the Affiliated-Facility experience and be prepared to meet time demands of the experience, exclusive of special projects and planning sessions.
 - b. Observe and adhere to policies and procedures of the Affiliated Facility as though employed there.
 - c. Assume responsibility for one's own progress, i.e., extra student or time spent if lacking skills or knowledge in certain areas. The Didactic component is the instructional time; whereas, the time in Affiliated Facility is for practicing a composite set of skills.
 - d. Use mistakes and constructive criticism to learn.
 - e. Arrange consultations and/or evaluations with Affiliated Facility and/or University staff at mutually agreed upon times.
 - f. Realize and accept that each student has divergent capabilities in combining the related skills and knowledge that are being acquired; therefore, each student shall progress at his her own rate.
 - g. Do not remove any materials from the Affiliated Facility without prior approval of the facility.
 - h. Report any absenteeism to the Affiliated Facility and university staff prior to scheduled time for arrival.
 - i. Maintain the confidentiality of all Affiliated-Facility clients.
 - j. The intern shall carry personal professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate.
 - k. The intern shall carry personal medical coverage for the length of the program and is responsible for all medical costs while in the program.
 - l. Will complete a background check and fingerprinting prior to beginning the program kept on record with the program Director.
 11. Responsibilities of Affiliated-Facility staff members in the program are to:
 - a. Be a role model for students. While working with the staff member, the student

1. Receives orientation to that staff member's particular area of responsibility.
 2. Observes staff member in performance of his/her duties.
 3. Has supervised experiences in areas as defined by the rotation objectives.
 4. Performs selected duties with minimum levels of supervision after achieving specified level(s) of knowledge, skill, and judgment, as agreed upon by Affiliated-Facility & University staff.
 5. Does not replace staff to fulfill any staff work responsibilities, unless related to activities to meet Dietetic ISPP responsibilities
- b. Assist in the evaluation process of the student. Appropriate evaluation tools may be but are not limited to:
1. evaluation forms.
 2. documentation of effective improvable incidents.
 3. weekly or biweekly formal consultations.
- c. Assist the university staff members in presenting formal evaluations made by the Affiliated Facility, to the student.

EFFECTIVE DATE

1. This Agreement shall become effective on October 8, 2020, and will end on June 30, 2021, unless otherwise terminated by one of the parties.
2. This Affiliation Agreement may be revised or modified by mutual consent of the contracting parties.
3. This Affiliation Agreement will be terminated 90 days after a written notice to the individual, as identified below, by registered mail from either party. Any student currently placed with an affiliated facility shall be permitted to complete the placement unless the student is personally responsible for the reason termination is requested.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the day, month, and year first above.

Oxnard School District

Pepperdine Individualized Supervised Practice Pathway (ISPP) Program

By:

By:

Signature

Name: Lisa A. Franz

Name: Sunnie DeLano

Title: Director, Purchasing

Title: Director, NSCP-ISPP Program
Pepperdine University

Date: _____

Date: 10/18/2018

Mailing address:

Mailing address:

1051 South A Street
Oxnard, CA 93030

Pepperdine University
Natural Science Department/NSCP-ISPP
24255 Pacific Coast Highway
Malibu, CA 90263

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 7, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #20-75 – Kids & Families Together (DeGenna/Ridge)

This Agreement/MOU explains and confirms roles, responsibilities, and collaboration between the Oxnard School District and Kids and Families Together (K&FT). It describes the development and implementation of Community Coalitions focused on Kinship Families; families who are caring for related children and youth. This group is to be known as the “Kinship Community Coalition”.

The Agreement/MOU further explains the types of services K&FT will provide school aged children and children ages prenatal to five year olds and their families. Services are at no cost to the Oxnard School District and no cost for Oxnard School District families.

Term of Agreement: October 8, 2020 through June 30, 2021

FISCAL IMPACT:

No fiscal impact to the Oxnard School District.

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #20-75 with Kids & Families Together.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #20-75, Kids and Families Together \(3 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)

OSD AGREEMENT #20-75



Memorandum of Understanding

Kids & Families Together And Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Kids & Families Together (K&FT) the Oxnard School District.

Purpose: Kids & Families Together (K&FT) to provide education-support services focused on Kinship Families; families who care for related children and youth. This agreement explains and confirms any role and responsibilities and the types of services to be provided as a result of this MOU.

Term: The term of this MOU shall commence October 8, 2020 and shall terminate June 30, 2021.

Description of Services of the Kinship Support Services Program:

The Kinship Support Services Program (KSSP) will provide education-support services for Kinship families to enhance their understanding, skills and ability for meeting the needs of the kinship/resource caregivers in Ventura County. KSSP will be tasked with identifying countywide unmet needs of kinship caregivers and the children/youth for whom they care for. Identifying and referring kinship families to a kinship peer partner & educator. Educating kinship/resource caregivers on community resources and referrals, including informing kinship relative caregivers of the iFoster kinship navigator to serve as a virtual resource portal in helping to

connect kinship/resource families to support/resources and improve child and caregiver well-being.

Kids & Families Together (K&FT) agrees to the following:

1. Resource and Referral-outreach to kinship families by way of peer partner and educator, meeting with caregivers at a designated school setting for the purpose of identifying new families that have been underrepresented and underserved.
2. Offer education and support services to kinship families that are court and non-court dependent.
3. Facilitate support and resource groups for kinship caregivers in designated areas as approved by OSD.
4. Attend collaborative meetings with other community partners put on by OSD to explore and expand opportunities for kinship support services.

Oxnard School District:

1. Be involved in the creation of a local network of resources directed at the needs of Kinship Relative Caregivers.
2. Compensation: The Oxnard School District will not be charged for the services provided by: Kids & Families Together (K&FT).
3. Facilitate space for support and resource groups for kinship caregivers in designated areas as approved by OSD.
4. Invite K&FT to attend collaborative meetings with other community partners put on by OSD to explore and expand opportunities for kinship support services.

Agreements and Responsibilities:

1. Accept appropriate referrals of families who Oxnard School District believes to be in need of the services and resources provided by the Kids & Families Together Kinship Support Services Program (KSSP.)
2. Accept referrals from Kids & Families Together for kinship children / youth that could benefit from the resources and services of the Outreach Resource Specialist and Counselors.

3. Permit Kids & Families Together Kinship to have intermittent or regularly scheduled access to space in designated area for meeting with individual Kinship Caretakers.
4. Permit Kids & Families Together Kinship to coordinate with the Director of Pupil Services the availability and access to space in designated areas in at school sites for support and resource group meetings with Kinship Caretakers for regularly scheduled support and resource group meetings.
5. Certificate of Liability Insurance naming the Oxnard School District as an additional assures party for such space utilization purposes.

Termination: Either party may terminate this MOU without cause upon thirty (30) days written notice.

Authorized Approval:

Kids & Families Together:

Oxnard School District:

Signature

David Friedlander, CEO

Kids & Families Together

Signature

Lisa A. Franz

Director, Purchasing



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2020

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

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

PRODUCER		CONTACT NAME: Pam Ayerle, AINS	
Tolman & Wiker Insurance Services, LLC		PHONE (A/C, No, Ext): (805) 585-6769	FAX (A/C, No): (805) 585-6769
196 S. Fir Street		E-MAIL ADDRESS: payerle@tolmanandwiker.com	
PO Box 1388		INSURER(S) AFFORDING COVERAGE	
Ventura CA 93002-1388		INSURER A: Nonprofits' Insurance Alliance of CA	NAIC # 11384
INSURED		INSURER B: State Compensation Ins Fund	35076
Kids and Families Together		INSURER C:	
864 E Santa Clara St		INSURER D:	
Ventura CA 93001		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20/21 GL/AU/WC/PROF/

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2020-08245	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2020-08245	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		9059970-20	05/18/2020	05/18/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			2020-08245	07/01/2020	07/01/2021	Each Event: 1,000,000 Aggregate: 3,000,000

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

GL: Certificate Holder is Additional Insured as respects to operations of the Named Insured per form CG20260413. Endorsement applies only as required by current written contract on file.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District 1051 South A St. Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 7, 2020

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #20-77, Pavement Engineering Inc. (Penanhoat/Miller)

Pavement Engineering Inc. (PEI) will provide Asphalt Concrete Pavement Assessment Services for Oxnard School District's covered surfaces.

The scope of work includes updating the District's Pavement Assessment Plan, originally prepared in 2006. One of PEI's trained personnel will visually evaluate the asphalt concrete pavement at each of Oxnard School District's sites. The evaluation will confirm any work recently performed, and identify or confirm the next maintenance or rehabilitation treatment along with the treatment's timing. In addition, PEI will establish a priority ranking to assist the District with planning and selecting future projects.

The District's existing plan shows that each site has been sub-divided into areas according to use, location or size. Each area will receive a separate assessment. This approach allows the District to refine their pavement management approach. Portland Cement Concrete (PCC) areas and a drainage assessment are not included in this review.

The scope of work will be summarized into a report containing maps and a spreadsheet showing each pavement area and the next treatment and associated cost. PEI will use the square footage for each area identified in the existing plan, if possible, to calculate a cost.

FISCAL IMPACT:

\$14,800.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #20-77 with Pavement Engineering Inc. in the amount not to exceed \$14,800.00.

ADDITIONAL MATERIALS:

**Attached: [Agreement #20-77, Pavement Engineering Inc. \(13 Pages\)](#)
[Proposal \(4 Pages\)](#)**

OXNARD SCHOOL DISTRICT

Agreement #20-77

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of October 2020 by and between the Oxnard School District (“District”) and Pavement Engineering 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 **October 8, 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 Fourteen Thousand Eight Hundred Dollars (\$14,800.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

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

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dana Miller
Phone: (805) 385.1514
Fax: (805) 486.5848

To Consultant: Pavement Engineering Inc.
3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401
Attention: Joseph L. Ririe
Phone: (805) 781.2265
Fax: (805) 781.2267

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:

PAVEMENT ENGINEERING 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 #20-77

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-77

SERVICES

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

PER ATTACHED PROPOSAL NO. MP20-395, DATED 8/5/2020

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

PER ATTACHED PROPOSAL NO. MP20-395, DATED 8/5/2020

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 #20-77

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-77

COMPENSATION

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

Total Compensation Not to Exceed \$14,800.00

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 \$14,800.00 as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-77

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 #20-77

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 #20-77

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-77

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

August 5, 2020

MP20-395

Mr. Michael Palyok
Facilities Project & Sustainability/Energy Manager
Oxnard School District
1051 S A Street
Oxnard, CA 93030

Subject: Proposal for Engineering Services – Update Oxnard School District's Pavement Management Plan

Dear Mike:

Pavement Engineering Inc. (PEI) is pleased to submit our proposal for engineering services for the subject project. Oxnard SD maintains 24 sites (21 Elementary/Intermediate Schools, an Educational Service Center, an Operations Service Center and a Warehouse / Transportation Area). This proposal outlines our scope of work and fees to update their existing pavement management plan.

PEI will use expertise developed over years of involvement with pavement rehabilitation/maintenance planning and projects to assess the District's pavement management plan.

We are confident we can provide services that will make your job easier while providing strategies for repairing, maintaining and preserving your pavement assets at a consistent serviceable and safe level. The scope of work and our fees for the requested assistance are outlined below.

PROPOSED SCOPE OF WORK

Our scope of work includes updating the District's Pavement Assessment Plan, originally prepared in 2006. The asphalt concrete pavements at each of Oxnard SD's sites will be visually evaluated by one of PEI's trained personnel. The evaluation will confirm any work recently performed and identify or confirm the next maintenance or rehabilitation treatment along with the treatment's timing. In addition, PEI will establish a priority ranking to assist the District with planning and selecting future projects.

The District's existing plan shows that each site has been sub-divided into areas according to use, location or size. Each area will receive a separate assessment. This approach allows the District to refine their pavement management approach. Portland Cement Concrete (PCC) areas and a drainage assessment are not included in this review.

Michael Palyok
August 5, 2020
MP20-395
Page 2

Our work will be summarized into a report containing maps and a spreadsheet showing each pavement area and the next treatment and associated cost. PEI will use the square footages for each area identified in the existing plan, if possible, to calculate a cost.

PROJECT SCHEDULE

It is anticipated that our report will be delivered to the District approximately six to eight weeks following a notice to proceed. The specific project delivery dates will be determined during the project kick-off meeting. PEI will work closely with the District to meet the project needs.

PROJECT COST

PEI's fee for the work outlined is \$14,800 (based on 24 sites). We used Google Earth to review each site and compared it to our site documents from our last assessment performed in 2006. Based on that review, our fee breaks down as follows: 9 sites with no apparent site changes (\$425 per site), 11 sites with minor site changes (\$625 per site), 3 sites with major changes (\$950 per site) and 1 new site (\$1,250 per site).

The total cost assumes that PEI will assess all sites as part of this project. All fees and costs associated with this project are subject to final negotiation with Oxnard School District. The enclosed proposal conditions apply.

Our commitment to Oxnard School District is to provide high quality services with honesty, trust and professionalism. As our slogan says, "You can ride on our reputation." Please don't hesitate to contact me at 805-781-2265 with any questions you may have.

Very truly yours,
PAVEMENT ENGINEERING INC.



Joseph L. Ririe, P.E.
Senior Principal Engineer

Enclosures: Proposal Conditions
 School Sites

pc: C File / M File / MP File R/P/S

OXNARD SCHOOL DISTRICT SITES	
School Site	Address
Brekke K-5	1400 Martin Luther King Jr. Drive
Chavez K-8	301 North Marquita Street
Curren K-8	1101 North F Street
Driffill K-8	910 South E Street
Elm K-5	450 East Elm Street
Frank Academy 6-8	701 North Juanita Avenue
Fremont 6-8	1130 North M Street
Harrington K-5	451 E. Olive Street
Juan Lagunas Soria K-8	3101 Dunkirk Drive
Lopez Academy of Arts 6-8	647 West Hill Street
Kamala K-8	634 West Kamala Street
Lemonwood K-8	2001 San Mateo Place
Marina West K-5	2501 Carob Street
McAuliffe K-5	3300 West Via Marina Avenue
McKinna K-5	1611 South J Street
Ramona K-5	804 Cooper Road
Ritchen K-5	2200 Cabrillo Way
Rose Avenue K-5	220 South Driskill Street
San Miguel Pre-school	2400 South J Street
Sierra Linda K-5	2201 Jasmine Avenue
Thurgood Marshall K-8	2900 Thurgood Marshall Drive
Educational Service Center	1051 South A Street
Operations Service Center	1051 South A Street
Warehouse /Transportation	516 West Wooley Road /514 West Wooley Road

PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.
2. All work shall be performed utilizing common methods and practices of the civil engineering profession. Reports and construction documents will be signed by a registered civil engineer.
3. Fees for Engineering and Technical Services on a Time and Materials Basis will be charged at the applicable hourly rates of the current PEI Fee Schedule.
4. The proposal is based upon providing liability insurance with limits up to \$1,000,000.
5. One copy of the Assessment Final Report will be provided to the Owner. Additional copies are \$250 each.
6. Payment: Invoices will be submitted at the completion of the work for Engineering Reports. Inspection fees will be invoiced on a monthly basis. All invoices are due upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 7, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #20-78 – Tutorific (DeGenna/Batista)

Tutorific will provide tutoring for English Learner students to improve English Language skills, including phonics, vocabulary, conversational English, and fundamental ELA.

Term of the Agreement/MOU: October 8, 2020 through April 30, 2021

FISCAL IMPACT:

\$205,900.00 – Learning Loss Mitigation Coronavirus Relief Funds

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #20-78 with Tutorific.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #20-78, Tutorific \(6 Pages\)](#)
[Proposal \(12 Pages\)](#)
[Criteria-Rationale \(2 Pages\)](#)

OSD AGREEMENT #20-78



Memorandum of Understanding (“MOU”)
Between
Oxnard School District (“OSD”) English Learner Services
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 October 8, 2020 and ends on April 30, 2021 (“Term”).
- 3. Payment.** Upon proper monthly invoicing which includes the amount of hours provided per Student, District agrees to pay Tutorific for services performed during the Term of this Agreement at the rate of \$29 per hour per Student for small group tutoring and \$35 per hour per Student for one-to-one tutoring.
- 4. Students.** Selection of Students to participate under this MOU shall be at the discretion of OSD. Two cohorts of Students are identified. Cohort One is “4th and 5th Grad At-Risk English Learners.” Cohort Two is “Newcomer Students 3rd – 8th Grade in the NCA Program at Frank and Lemonwood.” 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). For each Student assigned to Tutorific by OSD, OSD shall provide Tutorific with the child’s name, parent(s) name(s), address, phone numbers, and any information OSD deems helpful in providing service to the Student, including but not limited to ELPAC test results, 504 plan, IEP, ISP, special education information, level of English language ability and home language.
- 5. Subjects & Duration.** The goal of the tutoring sessions is to improve the Students’ English language ability. Cohort One tutoring shall commence no earlier than October 8, 2020 and ends no later than February 28, 2021 Cohort Two tutoring shall commence no earlier than October 8, 2020 and ends no later than April 30, 2021. OSD shall not be responsible to pay Tutorific for any tutoring beyond those stated hours. Students assigned without a finite number of hours shall be considered to be ongoing and OSD shall pay for all Tutorific-provided sessions for such Students throughout the school year in which the Students are assigned but OSD may stop any Student’s tutoring with a simple two week written notice.
- 6. Testing & Reporting.** Tutorific shall rely on OSD ELPAC data, as available, in order to place Students into appropriate groups (average size being 3 Students). 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 be reported at the time of monthly billing.
- 7. Parent Communication.** Tutorific shall be responsible for parent communication related to Student scheduling, absences, and make-ups.
- 8. Location and Form of Tutoring.** In-Person Tutoring shall occur at Tutorific’s Center located at 484 Mobil Avenue, suites 12, 17, 36, 41, Camarillo, CA 93010 or at any location co-approved by OSD and Tutorific. Tutorific shall follow reasonable Covid-19 Protocols while working with Students, including but not limited to mandatory (1) temperature checking, (2) mask wearing, (3) social distancing, (4) cleaning/sanitizing between groups of Students, and following governmental regulations pertaining to Covid-19. Tutorific shall also provide parents the option of Online Tutoring utilizing the Chromebooks and/or other technology provided by OSD.

9. Staff Qualifications. Tutorific will ensure that all individuals employed, contracted, or otherwise hired by Tutorific to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Tutorific will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Tutorific 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 interacting with English Learner Students. Tutorific may make exceptions to these qualification with the approval of the Oxnard School District.

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

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

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

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

14. Insurance. Tutorific 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. Tutorific agrees to provide District with copies of required policies upon request.

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

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

17. Termination.

a. Without Cause. This Contract may be terminated by the OSD or Tutorific 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 Tutorific, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Tutorific waives all rights to any further payment of damage. Under no circumstances will Tutorific 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 Tutorific, terminate this Contract in whole or in part at any time because of the failure of Tutorific to fulfill its contractual obligations and the District may, in its sole discretion, provide Tutorific with a reasonable period within which to cure the default. Upon receipt of such notice, Tutorific 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 Tutorific 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 Tutorific of such notice.

(ii) If the termination is due to the failure of Tutorific to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Tutorific 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 Tutorific has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Tutorific will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to Tutorific in accordance with this section will constitute the Tutorific's exclusive remedy for any termination hereunder.

18. Severability Clause. If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

19. Written Notice. Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below.

For the District:
Marlene Batista
Director, English Learner 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

Lisa A. Franz, Director, Purchasing

Date

Signature

Matt Oppenheimer, Executive Director / Owner

Date

EXHIBIT A

INSURANCE

I. Insurance Requirements. Tutorific 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 Tutorific, 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. Tutorific 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 Tutorific'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 Tutorific performs; products and completed operations of Tutorific; premises owned, occupied or used by Tutorific; or automobiles owned, leased, hired or borrowed by Tutorific. 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 Tutorific's insurance.

(3) Tutorific'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. Tutorific 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 Tutorific 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, Tutorific shall furnish certificates and endorsements from each subcontractor identical to those Tutorific 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 Tutorific 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 Tutorific'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 Tutorific 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, Tutorific, who will provide Services under the Contract, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

Oxnard School District

TUTORIFIC!

English Learner Program 20/21



Combined Proposal

**“4th & 5th Grade At-Risk English Learners”
“Newcomer Students 3rd – 8th Grade in the NCA Program”**

September 21, 2020

Matt Oppenheimer
Executive Director
Tutorific
484 Mobil Avenue, Suite 12
Camarillo, CA 93010

(805) 482-3730
www.tutorific.org

The **objectives** of the two proposed programs detailed herein are to improve the participants' English Language skills (including phonics, vocabulary, conversational English, and fundamental ELA). There are two specific populations (Cohorts) identified herein, each with their own criteria and rationale for services.

Cohort ONE: 4th & 5th Grade At-Risk English Learners

This group of approximately 163 students have been deemed by the district as most likely to benefit from tutoring prior to ELPAC summative assessment in the spring. The **goal** is to upwardly reclassify as many participants as possible during the upcoming assessment a result of the tutoring.

- Participant Criteria
 - Grade levels: 4th – 5th
 - ELPAC Level 3
 - Close to being able to reclassify on the ELPAC
 - 4+ years in U.S. schools
 - 5%+ growth on STAR
- Scope of Service
 - 20 hours of small group tutoring between October and February
- Tutoring Options:
 - In-Person (utilizing Covid-19 Protocols)
 - Online (utilizing District-provided Chromebooks)



Cohort TWO: Newcomer Students 3rd – 8th Grade in the NCA Program

This group of approximately 87 NCA students are most vulnerable English Learners in the district due to their lack of English, low levels of technology knowledge, and a need for acclimation and acculturation to American schools. These students need face to face instruction and opportunities to interact in small groups with other students. The NCA is typically a 2-3-year program but some of these students will have lost from 6 months to possibly a year and a half of in school instruction if DL continues throughout this school year.

- Participant Criteria
 - Grade levels: 3rd – 8th
 - Schools: Frank and Lemonwood
 - Currently enrolled in NCA
 - ELPAC Level 1
 - Close to being able to reclassify on the ELPAC
 - 2+ years in U.S. schools
- Scope of Service
 - 40 hours of tutoring between October and April
 - 20 hours of one-to-one tutoring
 - 20 hours of small group tutoring
- Tutoring Options:
 - In-Person (utilizing Covid-19 Protocols)
 - Online (utilizing District-provided Chromebooks)



Location Options

Tutoring In-Person at our Center or Online

Given the option, in-person tutoring at our center will almost always be more effective than online tutoring because there is a huge advantage in being in “the here and now,” across the table from a real person, interacting in the same three-dimensional space. At the same time, we understand safety concerns during this time of the novel Coronavirus and we are skilled in online tutoring.

Center-Based Tutoring

Our center provides the ideal learning environment. This is the result of extensive research and remodeling. To cope well with Covid-19, we closed down our enrichment center (Wonderarium) and doubled our tutoring space so that we now have 2,000 square feet that boasts the following:

- A beautiful interior that projects the respect and pride we show our students
- Thousands of educational materials available instantly
- Six dedicated learning spaces
- A color pallet that is calming and focusing
- Daylight temperature lighting which help keep students alert
- Sound-dampening material within the walls and ceiling for a quiet experience
- Complete climate control so that students are always comfortable
- Student-appropriate tables and chairs
- Plenty of space for Social Distancing



At our center, we follow **stringent Covid-19 Safety Protocols**, including:

- Everyone is temperature-checked before entering.
- Everyone uses hand sanitizer upon entry.
- Everyone wears masks.
- We’ve reduced small group sizes by 25% (usually 4:1)
- We have excellent social distancing.
- We clean and sanitize between every small group.

Online

Our online sessions mirror our in-person sessions as closely as possible. We have several online teaching stations including a special “sound-proofed studio” that is acoustically excellent and doubles as our production suite for the educational development we do. (Our staff has over 100 production credits for such organizations as Disney, Nickelodeon, Warner Bros., and LucasFilm including a rare Platinum Album for a children’s read-along and several Parent’s Choice Awards.) We have desktop computers with high-resolution cameras, lavalier microphones, animator-stand cameras for educational materials, electronic pad and styluses, and more.



The Educational Program

The Tutorific Philosophy

This program will be guided by the same principles as our family-direct tutoring: It will be...

- Effective (This is why the students are being entrusted to us.)
- Engaging and Enjoyable (We need the kids to want to be involved so that they are willing learners.)
- Self-Confidence Building (This leads to as much progress as the academic portion of teaching.)

Goals (In a nutshell)

- Improved practical language usage (school, home, community conversation)
- Improved English phonics (practice of 30 or more common letter combinations)
- Oral Reading (word meaning and pronunciation)
- ELA basics



Benefits Beyond the Primary Goals

The Ventura County Office of Education chose to have Tutorific provide services to our county's foster, kinship, and homeless youth because of our ability to make substantial education improvements to those Special Populations and also because of Tutorific's well-earned reputation for boosting students' self-confidence, motivation, and morale. These are important traits for healthy wellbeing and for successfully learning a new language.

English Immersion

Our experience has taught us that English immersion is the most effective approach. This is as true with learning English as it is with any other language. (If one wants to learn Spanish, it's best to spend time in a Spanish speaking location while learning so that one's mind needs to engage in the local language.) We augment the English with Spanish, as necessary. We have bilingual staff able to converse with parents easily in Spanish.

Student Grouping

Tutorific always uses prescriptive tutoring. We focus on ability level rather than grade level. Using scores provided by the District and within the constraints of the families' availabilities, we will group students with similar abilities so that we maximize task targeting. Depending upon each child, participants may remain within the same group throughout the term of the program or may be moved as the student's abilities and needs evolve. We will be relying on information from OSD regarding each student's level of English (ELPAC scores, etc.)

Effective grouping is one of our keys to success. Place a student into too high a group and the student will feel "stupid" and unable. Conversely, place a student in too low a group and the student will feel demeaned and is likely to zone out.

Two Programs with Shared Approaches

The sessions of both proposals follow similar methods and formats. To eliminate redundancy, they are presented once in this document. The level of material, the speed of new concept presentation, and the percentage of time spent on different tasks is modified to meet the needs of each student. Whether one-to-one or small group, we always include lots of conversation. No student sits on the sideline. We create a comfortable, safe learning atmosphere.

Session Format

Sessions will be approximately one hour in length each. All tutoring at Tutorific is prescriptive. This is part of what makes the work we do as effective as it is. Exact tasks and assignments will vary by the ability level and needs of each small group but will generally include:

- Review/Assessment of prior concepts
- Word creation/reading with previously established phonics
- Introduction of new phonics
- Introduction and practice of key vocabulary and/or phrases
- Practice conversations (major component)
- Practice of core English sentence structure
- Reminders of English capitalization and punctuation
- Sharing English phrases the students want to know (personalizing the learning)

We don't do any form of "busy work" at Tutorific. We only do what advances our students.

Conversational English

We mutually want the students' English language skills to improve in ways that are conducive to improved:

- ELPAC summative assessment scores,
- student/teacher interaction,
- student/student conversation,
- community inclusion (marketing, neighbors & acquaintances, transportation, activities), and
- language arts

Conversational English practice will include such topics as:

- Family and relations
- Introductory phrases
- People, jobs, and titles
- School
- Household
- Schedules, routines, and plans
- Emotions
- Descriptions
- Food, cooking, eating, restaurants, groceries
- Shopping
- Clothing
- Health
- Leisure
- Sports
- Activities
- Weather



ELL Upper Elementary Phonics

We have identified 43 phonetic blends that are especially useful for upper elementary and middle school students. Surprisingly, many students – especially English learners – only know a fraction of these vital letter combinations. These blends are like puzzle pieces; the fewer known, the harder it is to see the big picture. The better known, the more fluid the reading which, in turn, frees up more “brain-power” to focus on translation and critical thinking.

Pronunciation and phonics go hand-in-hand. One is the printed representation of the other, so we will simultaneously be working on both.

With limited time, we’ll concentrate on speaking and reading (decoding) rather than spelling (coding) both because the decoding skills will be learned faster than the coding skills and because decoding weighs heavier in ELPAC.

Methodology

- **Interactivity** is key. The moment one starts to “lecture,” the attention of many potentially great learners begins to drift away.
- **Age-Interest appropriate topics** is vital to sustaining student interest. We understand that while a 5th grader may only be able to navigate 1st or 2nd grade material, that student still wants to be treated like a 5th grader on the verge of middle school. Teach “down” to a student and the student will feel demeaned, unsuccessful, and unable. As bad, the student will feel that the tutor is out of sync, that the program was designed for “babies,” and that there’s no point in remaining involved.
- **Caring instruction** leads to greater “investment” by the students so we infuse sessions with discussions about the students, their interests, their experiences. The willingness to make mistakes while learning English increases proportionately with the degree to which the student knows the tutor cares, and trusts that the tutor will be protective of the student’s feelings.
- **Motivation** is achieved at Tutorific in a variety of ways:
 - Earned praise
 - Verbal confirmation of progress
 - Participation Awards
 - Excellence Awards
 - Attendance Awards



Personnel

Our staff of tutors and administrators are dedicated, efficient, tested, cleared, and trained. We have a spectacular team. Everyone has experience. We have public school teachers, private school teachers, special education teachers, early education specialists, curriculum developers, para-educators, folks with multi-lingual experience, resource folks, etc. We’re the only tutoring organization of which we’re aware that actually tests applicants. Everyone is DOJ and TB cleared. Everyone goes through our materials and methodology training. Working with the students is the highlight of our days. Our students sense that and work extra hard to make us proud.

Demonstration of Progress

Time, resources, and funding are limited. We propose putting all of these into TEACHING rather than testing. Let's allow the results of ELPAC summative assessment, year-over-year, to demonstrate progress. Besides, nothing "turns off" kids faster than starting their experience with a pre-test. We want and need them to WANT to participate.

Communication, Administration and Supervision

Tutorific / OSD Communication

OSD knows from years of experience that Tutorific is exceptional at remaining in close contact. We'll keep you informed from beginning to end, and count on you for timely and accurate student information.

Scheduling and Administration

Tutorific is well known for our positive and effective bilingual parent communication. Our Full-Service Parent Support includes:

- initial parent contact (via phone, text, and/or email),
- data collection (from the district and parent/guardian),
- scheduling (initial and if family requests change),
- repeated attendance reminders (vital!)
- attendance record keeping
- and being easily available to parents in order to answer questions and provide information



Administrative communication with migrant parents can be challenging. Phone numbers can change frequently or phones are shared. Parent workhours often begin early and workdays are long. Many are not allowed phone access while working. Some families will move once or more during the term of the program. We make a point of staying in close contact with the families we serve. While we may ask the District for updated information, historically we have often provided the District with updates even before the parent informs the school. That may be especially true during the pandemic in that the District laptops travel with the student and it is difficult to know if the student has moved or become homeless.

The degree to which our administrative efforts and excellent communication plays a role in student success cannot be overstated. Our success during the nine years of NCLB with OSD was due to the excellence of our tutoring and the degree to which we connected with the parents. Families feel connected to us. The kids loved the experience and the parents went out of their way to make sure their children attended.



We will contact the families as soon as possible in three ways:

- Phone
- Text (if available to the parent)
- Email (if available [less likely])
- Mail



We suggest that the initial bilingual letter and invitation include both the District’s logo and Tutorific’s, and that it be cosigned by Marlene Batista and Matt Oppenheimer so that the parents know the program is legitimate. We’ll create the letter, stuff and label the envelopes, and drop them off at the District office for mailing.

To build self-confidence from the beginning, the programs will be presented to the families as something the students have EARNED because we all see their GREAT POTENTIAL. We’ll reinforce the idea that they are lucky to have been selected and must attend regularly to earn Certificates of Completion.

Schedule

A Sobering Look at the Schedule (And the Tutorific Advantage)

This could be posed as a math question: “How do you turn 22 calendar weeks into only 16 teaching weeks?” or “How in the world are we going to cram in 1,304 sessions before the end of February?”

Between now and the end of February, the District’s schedule includes:

- November: Thanksgiving Holiday (11/23/20 – 11/27/20)
- December: Winter Break (12/21/20 – 12/31/20)
- January: Winter Break (1/1/21 – 1/8/21)
- January: Martin Luther King Holiday (1/18/21)
- February: Conference Days (1/4/21 – 1/5/21)
- February: President’s Days (1/12/21 & 1/15/21)



All of these events cut into the District’s teaching days prior to the February end date for the 4th and 5th graders of the first proposal. Even April’s end date for the ELPAC Level 1 students is impacted because they need to complete twice the tutoring. Luckily for the District, we can make it happen.

Assuming that approval is received on Wednesday, 9/23/21, that the MOU is ready and the participant list is finalized and distributed by Friday, 9/25/21, then student grouping and planning could begin as early as Monday, 9/28/21, and the scheduling of staff and students could start on Wednesday, 9/30/20. Scheduling of staff and 163 students from different schools, two grade levels, multiple levels of English ability, the option of online or in-person, as well as the coordination of all teaching materials, etc., will require time. Luckily for the District, we’re experts at this and can have the first of the students tutoring within just a couple of weeks. In this scenario, tutoring could commence as early as October 12th.

Tutorific has the advantage that we have team members who are glad to work through much of Thanksgiving week and Winter break and our center is open for them. This provides us with more weeks within the program window than would exist if the district were providing the program. We’re like sprinters; the moment we hear the starter-gun, we’re off and running. 😊

How do we know that we can work this miracle? Because we did it successfully for the District for nine years of NCLB. In fact, we were the FIRST provider for the District, and helped lay the groundwork for the program. That first year, we quickly and successfully started more than twice the number of students who are in this program. Then we repeated that success year after year.

IMPORTANT: OSD has always been WONDERFUL at providing us quickly with accurate information and timely assistance, and we look forward to continuing that relationship. Keeping on schedule is causally related to how well we remain in sync. Delays in approvals, receipt of contact information, etc. have a direct impact and there isn't much "wiggle room" in the schedule.

Lack of District Staff Availability

A very real and important factor to consider in deciding whether or not to provide this program in-house is the lack of staff who want to work after 4:00 PM especially now with the challenges, demands, and frustrations of teaching classes online. We know from years of experience with numerous school systems that this will be an incredible challenge for the District. Contracting with Tutorific will save the District a major staffing headache while allowing District teachers to focus on their primary objective; their own classes.

It should be noted that as difficult as it is for the District to fill after-school positions, the challenge is increased by the fear that many individuals have of teaching in-person during the pandemic.

And the constant interaction with parents to ensure attendance will fall to District administration rather than the teachers. The program's effectiveness won't be determined by the number of group sessions the teachers teach but rather by the number of student tutoring hours completed.



Deliverables

- A minimum number of small group tutoring sessions to accommodate 250 students with a goal of 20 group hours per proposal #1 & #2 student.
- A minimum number of one-to-one tutoring sessions to accommodate 87 students with a goal of an additional 20 hours per ELPAC Level 1 students.
- Monthly attendance reports turned in with monthly billing.

With Tutorific, OSD only pays for tutoring that actually occurs. If the District schedules 20 sessions, absenteeism will either mean that students receive less education or that OSD will need to pay its teachers to conduct make-ups.

Cost

The District's True Cost of Providing this Program In-House

There are 163 ELPAC Level 3 students (in proposal #1) who require 20 hours of tutoring. This equals 3,260 total hours. Let's look at the small group scenario: If there are an average of three (3) students per group, then 1,087 sessions will be needed. While at the surface it may seem that the cost of using District teachers would be \$55 per hour times the 1,086 sessions for a total expense of **\$59,785**. BUT this is only a portion of the total cost AND it operates on the assumption that every student will attend every session without fail. Now let's take a closer look...

Teacher Cost: District teachers would be paid \$55 per hour but one must add to that the **Fringe Cost** (including social security, FICA, Medicare, and CA SDI) is between 26% to 28%. Even at the lower of these two figures, this adds an ADDITIONAL \$46,618 (individual) or \$15,730 (small group) to the budget. The true per hour cost is closer to \$69/hour. Using the small group figure, the cost of \$59,785 rises to **\$75,515**.

Teachers must be paid whether one or three students actually come to the session. Our experience tells us that a 20% absentee rate is easily possible for an "after-school educational program" following a day of "regular" schooling. With Covid-19 and online learning for school exacerbating absenteeism in general, the actual rate may well be higher. Technical difficulties, transportation, and latch-key issues may increase it even more. Let's assume, however, that the rate remains about 20%. This means that the 1,087 initial sessions will require approximately 217 more sessions for "Make-Ups" (i.e. additional sessions to allow students to make up ones they missed.) Using these figures, 1,304 sessions will be needed at a cost of \$69 per hour which will result in a cost of **\$89,976**

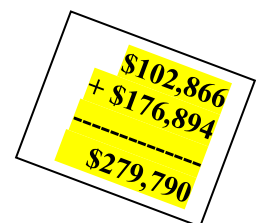
Administrative Support Costs will be approximately \$8,000 or more in terms time spent coordinating this special project from beginning to end. Parent interaction, scheduling of staff and students, coordinating make-ups, preparing materials, disseminating information, etc. are incredibly time consuming and expensive. OSD administrators are already stretched thin with the many existing demands. We believe that there will be at least an hour's worth of administration for each student (probably more) in order to complete the expected amount of administrative and preparative work that will go into running this program the way it needs to be run in order to achieve the desired outcomes. This conservative estimate brings the total to **\$97,976**.

Educational Material Cost will probably run in the neighborhood of \$30 - \$50 per student. This will include workbooks and/or worksheets, software, presentation materials, props, etc., as well as the time involved in their purchase and preparation. With 163 students, even using the lowest figure (\$4,890), brings **the District's true cost up to \$102,866**.

District Facility Costs are above and beyond the figures above. To open a campus for one-hour sessions of only three students each while the schools are closed due to Covid-19 is not only costly, it would require additional cleaning and sanitizing. This includes not just the classroom, but any entry/egress points, bathrooms, and hallways (if any). Supervision will also be required between the classroom and the point of drop-off/pick-up.

These same costs apply to the 87 ELPAC Level 1 students in Proposal #2:

District's Teacher Cost:	\$69 per hour @ 20 hours x 87 students	\$120,060	(individual)
	\$69 per hour @ 20 hours x 29 groups of 3	\$40,020	(small group)
	20% make-ups	\$8,004	
Administrative Cost:	(Less students but longer duration)	\$6,200	
Educational Materials:		\$2,610	
	(Does not include District's facility costs)	-----	
	Districts True Cost for Proposal #2	\$176,894	



Tutorific's Bid

This document detailed the work that will be done and the reasons why Tutorific can make such a positive difference to these students. It also presented logical reasons that Tutorific is uniquely equipped to do this program at a price less than the District can do itself.

We are a student success-oriented organization. Our purpose is, and always has been, to provide our students the most progress possible at a price that allows us to continue to offer our services to the community generation after generation. Reaping large profits isn't on our radar. It's not what we're about, so you can rest assured that the bid presented here is based on the reality of what is required to obtain the district's desired outcomes. Your goals are our goals. (See Appendix A to better understand our organization's positive nature.)

★ **Proposal #1:** Our price for the "4th & 5th Grade At-Risk English Learners Program," completely inclusive, is only **\$94,540**. This is only \$29 per student hour and is \$14 per student hour LESS than our usual rate. This is a 48% DISCOUNT. (It's actually an even greater discount because our usual small group ratio is 4:1 rather than 3:1.)

★ **Proposal #2:** Our price for the "Newcomer NCA Students 3rd – 8th Grade," also completely inclusive, is just **\$111,360**. This is based on \$29 per group-student hour (\$50,460) and \$35 per hour for one-to-ones (\$60,900). Our usual one-to-one one-hour rate is \$69 per hour, so this is

★ **Both proposals, combined, totals \$205,900 for Tutorific to provide this entire program for a total of 250 students over the course of six months (October – April).** This is more than \$17,000 less than the lowest initial District estimate and is actually more than \$80,000 less than the District's true cost of doing these proposals inhouse.

Student success, an \$80,000 savings, and no administrative headaches. Clearly the way to go.



Appendix 1 – Who We Are

The Oxnard School District knows us well. We have worked together for more than 15 years. Here's just a bit more information that relates directly to our ability to provide this program.

Tutorific has a 50-year history of success right here in west Ventura County. We have earned numerous awards for our work including two from the Ventura County Office of Education and two Congressional Certificates of Special Recognition. Our staff also has more than 100 production credits for the development of educational materials and children's edutainment products. This includes work for such companies as Disney Educational Materials, Nickelodeon, Cartoon Network, Warner Bros., and LucasFilm; even winning RIAA Platinum Album status for a Star Wars based children's read-along. Letters of Commendation from the cities of Camarillo & Ventura.

Tutorific served many hundreds of local English Learners during the nine years we participated as the number-one selected NCLB tutoring organization but in terms of parent preference and the amount of tutoring given to families. Where some company provided as little as six to ten hours, Tutorific gave thirty.

We were the provider of tutoring to the Ventura County Office of Education for foster, kinship, and homeless students for twelve years, until that responsibility shifted to individual LEAs.

We continue to provide tutoring on behalf of the Special Education departments of OSD and Santa Paula School District for students with a wide range of needs and abilities.

Tutorific was NASA's Ventura County host of "NASA's Summer of Discovery."

We also developed the SPARC study skills program for the Ventura County Office of Education's especially for use with Foster Youth and Migrant Populations.

Beyond the proven success of our one-to-one and specialty small group tutoring, Tutorific is known for our ability to think BEYOND the box, not just outside it. We created and provided an entire ELL summer program for Briggs School District. For their summer programs, Oxnard School District and Briggs School District both used our kinesthetic math program which teaches math facts via body movement; engaging and effective. We provided everything; staff, curriculum, educational materials. We also developed and ran our "Brain Camp" for your district; again, providing everything. This exciting program was all about stimulating critical thinking skills in inventive ways.

Our Executive Director has both an educational and community development background. He was twice an overseas United States Peace Corps Volunteer and then Associate Peace Corps Director. He was Director of the Bombali Experimental Elementary School and Teacher Training Center, and lecturer of education and child development at the Makeni Teacher's College. He worked closely with Dr. Mae Jemison to facilitate the opening of "The Jemison Institute of Advancing Technologies in Developing Nations at Dartmouth College" where he also lectured in the subject as part of the NASA funded "The Earth We Share" program. He twice consulted overseas for USAID funded programs and has educational publishing credits from MacMillan and Prentice-Hall.



Newcomer Students 3rd-8th Grade in the NCA Program at Frank & LW

Criteria	<ul style="list-style-type: none"> • ELPAC Level 1 • In U.S. Schools >2 years • Currently enrolled in the NCA
Rationale	<p>The students in our NCA are our most vulnerable English Learners in the district due to their lack of English, low levels of technology knowledge, and a need for acclimation and acculturation to American schools. These students need face to face instruction and opportunities to interact in small groups with other students. The NCA is typically a 2-3 year program but some of these students will have lost from 6 months to possibly a year and a half of in school instruction if DL continues throughout this school year.</p>
# of Students	87
Scope of Service:	<p>40 hours of tutoring between October and April *20 hours of 1:1 and 20 hours of small group</p>
Service Provider Option #1	<p>TUTORIFIC! \$29 per small group student hour @ 20 hours x 87 students = \$50,460 \$35 per one-to-one @ 20 hours x 87 students = <u>\$60,900</u> (Tutorific’s normal 1:1 rate is \$69/hr.) \$111,360</p> <p>Pros: Tutorific’s Rate is inclusive of fringes, administration, and materials. Tutorific will offer parents in-person and online tutoring. Tutorific will provide the staff, facilities, and educational materials. Tutorific will coordinate scheduling, reminder calls, make-ups and parent relations thus saving the district a tremendous amount of administration. Tutorific is well known to OSD, having provided our district’s Special Populations with excellent tutoring for more than 15 years (ELL, Migrant, Special Education, Foster, Kinship, Homeless). Tutorific can begin scheduling students almost immediately and can continue to provide services over Fall Break and Winter Break.</p> <p>Cons: None</p>
Service Provider Option #2	<p>District Teachers <u>Teachers:</u> \$55 per hour @ 20 hours x 87 students = \$95,700 (individual) \$55 per hour @ 20 hours x 30 (groups of 3) = <u>\$60,500</u> Total: \$156,200</p> <p>Make-Up Sessions: NOT included Fringe is an ADDITIONAL \$41,6201 Administrative Support: Approximately \$6,200 additional Educational Materials: NOT included Facility Expenses: NOT included</p> <p>Pros: Tutoring could start as soon as teachers applied BUT staffing will be a challenge.</p> <p>Cons: True cost is higher. We would need to use our sites or find locations. Tutoring would have to start after 4pm the end of the teacher workday. Substantial time would be required to schedule and coordinate 87 students from across the district. Finding teachers willing to work after school hours, especially during the added stress of a pandemic and over holiday months (Nov./Dec.) could present a problem.</p>

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 7, 2020

Agenda Section: Section C: Facilities Agreement

Approval of Field Contract #FC-P21-01017 – Fence Factory (Penanhoat/Miller)

Proposals were solicited for Field Contract #FC-P21-01017, Replace Fence at Tennis Court & Field at Fremont Academy, pursuant to the Uniform Public Construction Cost Accounting Act. One (1) proposal was received on Monday, September 14, 2020.

It is requested that the Board of Trustees approve the award of Field Contract #FC-P21-01017 to the lowest responsible bidder, Fence Factory, in the amount of \$42,676.00. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$42,676.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the award of Field Contract #FC-P21-01017 to Fence Factory, in the amount of \$42,676.00.

ADDITIONAL MATERIALS:

Attached: [Field Contract #FC-P21-01017 - 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-P21-01017
--

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

THIS CONTRACT is made as of 10/7/2020, 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 Forty-Two Thousand Six Hundred Seventy-Six Dollars (\$42,676.00), 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 9/14/2020.**

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 October 12, 2020 and end November 12, 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> X </u> Performance/Payment Bonds |
| <u> X </u> Specifications | <u> X </u> Certificates/Liability Insurance | <u> X </u> Purchase Order No. <u>P21-01017</u> |
| _____ Drawings | <u> X </u> Certificates/Workers Compensation Insurance | <u> X </u> Proposal dated <u>9/14/2020</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 acceptance 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: 9/14/2020

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

X) 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 District Address: 1055 S. C ST.
City: Oxnard CA Zip Code: Phone: 805-513-2849
Job Name: Job Location: Freemont School mpalyok@oxnardsd.org
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 (Perimeter Fence)
Remove and haul away 830 feet of existing fence. Cut post off at ground level. (Remove 38 footings)
Furnish and install approximately 830 linear feet of 8' high 9 gauge galvanized chain link fence. End posts are 2 3/8" OD and line posts are 1 7/8" OD Sc 40 set in a concrete footing 10' apart max. Top Rail to be 1 5/8" OD with 9 gauge bottom tension wire.
Furnish and install (2) pedestrian gates 4' wide x 8' high \$31,445.00
#2 (Tennis Court)
Remove and Haul away 235 linear feet of 12' high chain link. Leave posts in place.
Install 235 linear feet of 9 gauge 12' high Chain link fence using the existing posts.
Top and mid rail is 1 5/8" with 9 gauge bottom tension wire.
Furnish and install (1) pedestrian gates 4' wide x 6' high \$11,231.00
(This is a prevailing wage estimate DIR #100000.3937)
(The Fence line is to be determined by the school district)
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 PRINT NAME
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 TITLE

SIGNATURE

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 7, 2020

Agenda Section: Section C: Facilities Agreement

Approval of Field Contract #FC-P21-01018 – Falcon Roofing Company (Penanhoat/Miller)

Proposals were solicited for Field Contract #FC-P21-01018, Replace Roof on Building 7 at Lopez Academy, pursuant to the Uniform Public Construction Cost Accounting Act. One (1) proposal was received on Thursday, September 17, 2020.

It is requested that the Board of Trustees approve the award of Field Contract #FC-P21-01018 to the lowest responsible bidder, Falcon Roofing Company, in the amount of \$46,887.00. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$46,887.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the award of Field Contract #FC-P21-01018 to Falcon Roofing Company, in the amount of \$46,887.00.

ADDITIONAL MATERIALS:

Attached: [Field Contract #FC-P21-01018 - Falcon Roofing Company \(3 Pages\)](#)

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

Project No.: FC-P21-01018
--

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

THIS CONTRACT is made as of 10/7/2020, between **Falcon Roofing Company** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Forty-Six Thousand Eight Hundred Eighty-Seven Dollars (\$46,887.00), 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 9/17/2020.**

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 October 12, 2020 and end November 5, 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> X </u> Performance/Payment Bonds |
| <u> X </u> Specifications | <u> X </u> Certificates/Liability Insurance | <u> X </u> Purchase Order No. <u>P21-01018</u> |
| _____ Drawings | <u> X </u> Certificates/Workers Compensation Insurance | <u> X </u> Proposal dated <u>9/17/2020</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 acceptance 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.

FALCON ROOFING COMPANY

425 Constitution Ave. Suite D. Camarillo, Ca. 93012

Office: (805) 484-7400 Fax: (805) 484-9200

Calif. Contractors License # 715753

FIELD CONTRACT PROPOSAL

TO:

Oxnard School District
1055 South C Street
Oxnard , CA. 93030

Date 9 / 17 / 20

ATTN:

Michael Palyok

RE:

Lopez Academy of Arts & Science
Roof Replacement (BUILDING # 7)

1. Complete removal of existing roof systems down to wood deck and haul away debris.
2. Inspect wood for damage.
3. Install one (1) layer of Tremco Composite Ply over entire roof surface and nail fasten in place.
4. Install new 24 Gage Kynar metal edging to match completed roof system.
5. Install new wood support blocks as needed.
6. Install a Class "A" Fire Rated CertainTeed Landmark Series composition asphalt Shingle to match newly completed roof systems.
7. Install new pipe flashings, complete with storm collars.
8. Install High Profile hip and ridge to match newly completed roof system.
9. Apply paint to all exposed flashings.

BASE BID: \$ 46,887.00

NOTES:

1. All debris resulting from our work shall be gathered and removed from site.
2. All wood repairs will be completed on a Time and Materials basis " **NOT TO EXCEED** " \$ 2,000.00. (Included in Base Bid)
3. Payment and Performance Bonds are included in Base Bid.
4. One (1) year workmanship warranty on completed roof system from the date of completion.
5. Work to be completed during normal business hours.
6. Proposal valid for sixty (60) days.
7. All labor figured at current Ventura County Prevailing wage rates.
8. **Falcon Roofing Company DIR# 1000008061**


Mike Parrent
Falcon Roofing Company

9/17/20
date

Michael Palyok
Oxnard School District

date

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 7, 2020

Agenda Section: Section C: Facilities Agreement

**Approval of Field Contract #FC-P21-01052 – Precision Plumbing-Mechanical
(Penanhoat/Miller)**

Proposals were solicited for Field Contract #FC-P21-01052, McAuliffe School Grease Interceptor, pursuant to the Uniform Public Construction Cost Accounting Act. One (1) proposal was received on Tuesday, September 15, 2020.

It is requested that the Board of Trustees approve the award of Field Contract #FC-P21-01052 to the lowest responsible bidder, Precision Plumbing-Mechanical, in the amount of \$16,490.00. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$16,490.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the award of Field Contract #FC-P21-01052 to Precision Plumbing-Mechanical, in the amount of \$16,490.00.

ADDITIONAL MATERIALS:

Attached: [Field Contract #FC-P21-01052 - Precision Plumbing-Mechanical \(4 Pages\)](#)

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

Project No.: FC-P21-01052
--

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

THIS CONTRACT is made as of 10/7/2020, between **Precision Plumbing-Mechanical** (“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 Sixteen Thousand Four Hundred Ninety Dollars (\$16,490.00), 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 REVISED PROPOSAL DATED 9/18/2020.**

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 October 12, 2020 and end October 29, 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>P21-01052</u> |
| <u> </u> Drawings | <u> X </u> Certificates/Workers Compensation Insurance | <u> X </u> Proposal dated <u>9/18/2020</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. _____

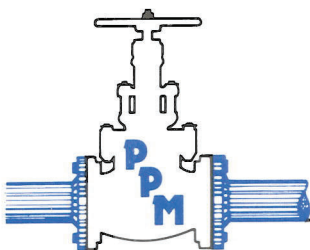
FOR DISTRICT USE ONLY

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.

#13471A



PRECISION Plumbing-Mechanical

5350 Gabbert Road • Moorpark, CA 93021 • (805) 529-4748 • fax (805) 529-5433

Proposal

Page No. of Pages

PROPOSAL SUBMITTED TO Oxnard School District		PHONE 805-385-1501	DATE 09/18/2020
STREET 1051 A Street		JOB NAME McAuliffe Elementary Grease Interceptor	
CITY, STATE AND ZIP CODE Oxnard, CA 93030		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby propose to furnish in accordance with specifications below, or on attached pages, all labor and materials necessary to complete the following:

We propose to provide the labor and material needed to install 1 new Schier GB2 Grease Interceptor at McAuliffe Elementary School. Price does not include Line-X coating or epoxy floor coating as mentioned in the RFP.

*****Grease Interceptor Lead Time 4 Days Plus Transit*****

SEE ATTACHMENT "A" FOR ITEMS INCLUDED AND EXCLUDED

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Sixteen Thousand Four Hundred Ninety & NO/100 dollars (\$ **16,490.00**)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature  Ryan Ramirez

Note: This proposal may be withdrawn by us if not accepted within **30** days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature _____

Date of Acceptance: _____

Signature _____

Attachment “A”
PROPOSAL #13471

The following items are included in this proposal:

- Standard weight no-hub cast iron waste and vent piping with standard CISPI 310 no-hub couplings.
- Sawcut, break and removal of concrete as required for grease interceptor installation.
- Concrete replacement.
- Installation of one new Shier GB2 grease interceptor.
- Demolition and off-site disposal of grease interceptor.
- Pump out existing grease interceptor before removal.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.
- Plumbing permits, plan check fees or plan check drawings.
- Bonds.
- All electrical work needed for plumbing equipment, including low voltage electrical.
- Line-X coating as it is not recommended.
- Epoxy floor coating.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 7, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #20-46 - Ventura County Office of Education/SELPA (DeGenna/Edwards)

At the Board Meeting of August 19, 2020, the Board of Trustees approved Agreement #20-46 with Ventura County Office of Education/SELPA, to provide Social/Emotional Services Specialist (SESS) for a total of 52 hours per week during the 2020-2021 school year, in the amount of \$224,640.00.

Amendment #1 decreases the amount of hours per week to 39.75 for a new total agreement amount of \$171,720.00.

FISCAL IMPACT:

SESS Services Cost: 39.75 hours per week at \$90.00/hour x 48 weeks = \$171,720.00

Total not to exceed: \$171,720.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-46 with Ventura County Office of Education/SELPA.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)
[Agreement #20-46, Ventura County Office of Education/SELPA \(1 Page\)](#)

**Amendment #1 to Agreement #20-46 with
Ventura County Office of Education/SELPA
October 7, 2020**

At the Board Meeting of August 19, 2020, the Board of Trustees approved Agreement #20-46 with Ventura County Office of Education/SELPA, to provide Social/Emotional Services Specialist (SESS) for a total of 52 hours per week during the 2020-2021 school year, in the amount of \$224,640.00.

Amendment #1 decreases the amount of hours per week to 39.75 for a new total agreement amount of \$171,720.00.

VENTURA COUNTY OFFICE OF EDUCATION/SELPA:

By: _____
Yanka Ricklefs, SELPA Director

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OSD AGREEMENT #20-46

Ventura County SELPA
AGREEMENT
FOR SOCIAL/EMOTIONAL SERVICES SPECIALIST
2020-2021

This will serve as an agreement with Oxnard School District Special Ed. Program to cover hourly costs for services provided by VC SELPA staff as follows:

Social/Emotional Services Specialist

Hours per week: 52 hours per week

Cost per hour: \$90.00 per hour

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

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

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

The District will be responsible for costs for all regularly scheduled times, regardless of whether or not direct services are provided. Prior authorization by District Administrator must be obtained if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 1/2 hours per hour.

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

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

The District Special Education Director will receive a quarterly statement noting amount spent. The SELPA will bill the district directly, unless another account has been indicated by the District Special Education Director.

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

This agreement is in effect from September 1, 2020 through July 31, 2021.

District Administrator _____

Title Director, Purchasing Date _____

SELPA Director Janka Ricklefs Date May 22, 2020

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 7, 2020

Agenda Section: Section C: Special Education Agreement

**Ratification of Agreement #20-67 – Devereaux Texas Treatment Network
(DeGenna/Edwards)**

Requesting approval for Non Public School (NPS) services for the student listed below for the 2020-2021 school year, including Extended School Year (ESY), beginning July 13, 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 (8th Gr.)

FISCAL IMPACT:

Tuition 8th Gr.: \$166.22 per diem rate x 1 student x 200 days = \$33,244.00

Room & Board: \$245.22 per diem rate x 365 days = \$89,505.30

Mental Health: \$143.10 per diem rate x 365 days = \$52,231.50

Grand Total: \$174,980.80 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-67 with Devereaux Texas Treatment Network.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #20-67, Devereaux Texas Treatment Network \(5 Pages\)](#)
- [Fee Schedule \(1 Page\)](#)
- [Calendar \(1 Page\)](#)
- [Certificate of Insurance \(1 Page\)](#)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #20-67 * [See attached Addendum](#)

THIS AGREEMENT, made and entered into this 7th day of October 2020, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and Devereux League City, 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: AE021507

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 **2020-2021** school year at a daily rate of \$166.22 for 200 days; this includes 20 days of extended school year through July 12, 2020, a \$245.22 daily rate for 365 days for room and board, mental health services for \$143.10 daily rate for 365 days services not to exceed **\$ 174,980.80**
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 #20-67

Page 2

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$174,980.80**

for **Student: AE021507**

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 #20-67

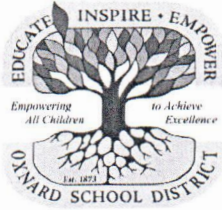
Page 3

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 #20-67

Page 4

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

Date

8-27-2020

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

~~Penny Milner, Contracts Manager~~ Pamela E. Reed
Devereux League City, Nonpublic, Nonsectarian School

Addendum

To the AGREEMENT for NONPUBLIC, NONSECTARIAN SCHOOLING
AGREEMENT #20-67
Contract Year 2020-21

- Item 3. – Student attendance is based on the Contractors official school calendar and a copy is submitted monthly with the invoice. Devereux does not provide reporting for the California State School Register.
- Item 7. – Educational services are not billed to district for excused absence. Residential services will continue to be billed to district for absence if student is expected to return to residential facility. Usual and customary bed hold is up to 10 days unless otherwise approved.
- Item 8. – Devereux will assist with information needed for your district reporting requirements, however as an out-of-state NPS, Devereux does not prepare California year-end reports.
- Item 12. - Our insurers will not include a twenty (20) calendar day notice provision as requested. Devereux will endeavor to provide thirty (30) day written notice if needed. Worker’s Compensation claims shall be administered under the laws of the state in which services are provided. Worker’s Compensation insurance coverage shall be under the laws of the state in which services are provided.

Devereux Texas Treatment Network

Oxnard School District



By _____

By _____

Pamela E. Reed, Executive Director

Lisa A. Franz, Director, Purchasing

8/27/2020
Date _____

Date _____

**SERVICE FEE DESCRIPTION
FOR GREATER LOS ANGELES AREA SELPA's (GLAAS), CALIFORNIA
FISCAL YEAR JULY 1, 2020 - JUNE 30, 2021**

League City Long Term - Units 2 & 3	Per Diem	Days	Annual Cost	Daily	Monthly
Room & Board	\$245.22	365	\$89,505.30		
Mental Health	\$196.34	365	\$71,664.10		
Special Education	\$173.89	200	\$34,778.00		
Total Per Diem			\$195,947.40	\$537.00	\$16,329.00

League City Residential - Units 1, 4, 5 & 6	Per Diem	Days	Annual Cost	Daily	Monthly
Room & Board	\$245.22	365	\$89,505.30		
Mental Health	\$143.10	365	\$52,231.50		
Special Education	\$166.22	200	\$33,244.00		
Total Per Diem			\$174,980.80	\$479.00	\$14,582.00

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	365	\$72,974.45		
Mental Health	\$73.88	365	\$26,966.20		
Special Education	\$187.72	200	\$37,544.00		
Total Per Diem			\$137,484.65	\$377.00	\$11,457.00

Victoria Transitional Program	Per Diem	Days	Annual Cost	Daily	Monthly
Room & Board	\$245.22	365	\$89,505.30		
Mental Health	\$43.40	365	\$15,841.00		
Special Education	\$136.50	200	\$27,300.00		
Total Per Diem			\$132,646.30	\$363.00	\$11,054.00

Victoria Enhanced Program	Per Diem	Days	Annual Cost	Daily	Monthly
Room & Board	\$245.22	365	\$89,505.30		
Mental Health	\$717.85	365	\$262,015.25		
Special Education	\$292.64	200	\$58,528.00		
Total Per Diem			\$410,048.55	\$1,123.00	\$34,171.00

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.

DEVEREUX FOUNDATION
CENTER/PROGRAM: Texas - League City Education
FISCAL YEAR 2020-21

Program/RU: 11-2151
Center: 460

Last Revised: 12/16/2019

State: TX

Year 2020

Month	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	School Days	Teacher Vacation Holiday Days	Week End Days	Total Days					
JULY			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	23	0	8	31
AUG	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					20	1	10	31
SEPT		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30			21	1	8	30
OCT				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	22	0	9	31
NOV	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30					19	2	9	30
DEC		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		21	2	8	31

Year 2021

Month	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	School Days	Teacher Vacation Holiday Days	Week End Days	Total Days					
JAN					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	19	2	10	31
FEB	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26						19	1	8	28
MAR	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			23	0	8	31
APR				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	21	1	8	30
MAY	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					20	1	10	31
JUNE		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30			22	0	8	30

- S = Regular School Day
- H = Holiday
- V = Vacation (Non-Billable)
- T = Teacher
- E = Extended School Day
- W = School Closed due to Emergency (Weather, etc.)

TOTAL July 2020 - June 2021

250	11	104	365
------------	-----------	------------	------------

CMHC ID NO.
2151 - 460CAL1

CENSUS SITE HYPERION
TX1

RSY: 205
ESY: 45

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

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

PRODUCER Conner Strong & Buckelew PO Box 99106 Camden, NJ 08101 877 861-3220	CONTACT NAME: Ilia Kappenhagen	
	PHONE (A/C, No, Ext): 856-479-2202	FAX (A/C, No):
E-MAIL ADDRESS: ikappenhagen@connerstrong.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: United Specialty Insurance Company		12537
INSURER B: ACE American Insurance Company		22667
INSURER C: Indemnity Ins Co of North America		43575
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Devereux Foundation
 2012 Renaissance Blvd
 King of Prussia, PA 19406

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HLM33HPP200048	07/01/2020	07/01/2021	EACH OCCURRENCE	\$3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$3,000,000
							GENERAL AGGREGATE	\$6,000,000
							PRODUCTS - COMP/OP AGG	\$6,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			ISAH25309820	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC67456270	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B	Y/N <input checked="" type="checkbox"/> N N/A			WLRC67456233	07/01/2020	07/01/2021	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Professional Liability			HLM33HPP200048	07/01/2020	07/01/2021	\$3,000,000 Each Claim \$6,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The above referenced Professional and General Liability Policy affords the following Abuse and Molestation Limits:
 \$3,000,000 per occurrence
 \$6,000,000 aggregate

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>W. Michael Triguera</i>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 7, 2020

Agenda Section: Section C: Special Education Agreement

**Ratification of Agreement #20-72 - Assistance League, Non-Public School, NPS
(DeGenna/Edwards)**

Requesting ratification for Non Public School (NPS) services for the students listed below for the 2020-2021 school year, including Extended School year, beginning August 2020. The Non Public School provides a program of instruction, which is consistent with the pupils' individual educational plans as specified in the individual service agreements.

Grade: Pre-K (8)

MC042116

AIM030816

RW091515

JHM081916

RLR121316

KR110216

AN010816

AC040816

FISCAL IMPACT:

Tuition Pre-K: \$1,150.00 monthly rate x 8 students x 11 months = \$101,200.00
(including Extended School Year; ESY)

Grand Total: \$101,200.00 - Services to be paid with Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-72 with Assistance League School, NPS.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-72, Assistance League School \(3 Pages\)](#)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #20-72

THIS AGREEMENT, made and entered into this 7th day of October 2020 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Grade: Pre-K (8)

MC042116

AIM030816

RW091515

JHM081916

RLR121316

KR110216

AN010816

AC040816

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

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

2. The services shall be provided for the **2020-2021** school year at a cost of \$1,150.00 per month, per student, beginning August 2020, including Extended School Year (ESY) through July 2021; amount not to exceed **\$101,200.00.**

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

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

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

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

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

8. The nonpublic school shall prepare and submit to the school district trimester progress reports, incident reports within 24 hours, year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

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

All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$101,200.00** for students listed on page one of this Agreement #20-72.

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

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

the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

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

The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

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

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

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Victoria Elliott, Director
Assistance League School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 7, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement #20-74, Frog Environmental Inc. (Penanhoat/Briscoe)

Frog Environmental Inc. will perform the required Annual Comprehensive Facility Compliance Evaluation (ACFCE) of the district's Transportation facility, during the 2020-2021 fiscal year. Services will include: SWPPP updates based on review of all samplings, visual observations and inspection records, lab and sampling services, completion and submittal of the 2020-21 Level 2 Technical Report and provision of Storm Water Monitoring services.

FISCAL IMPACT:

Not to exceed \$5,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Board of Trustees ratify Agreement #20-74 with Frog Environmental Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-74, Frog Environmental Inc. \(3 Pages\)](#)



2020-2021 Storm Water Monitoring Contract

Client: Oxnard School District

Address: 516 West Wooley Rd, Oxnard, CA 93030

Monitoring:

- Provide a Monitoring Plan and related administrative items and services, such as binders, service visit scheduling, and phone consulting.
- Provide required annual training for employees to perform required tasks such as proper completion of Monthly BMP Inspection Reports and Monthly Observations, rain preparation, and proper sampling techniques.
- Observations and comprehensive site BMP Evaluations performed throughout the year. This includes completing required forms and a BMP Report of findings for client.
- Perform records audit reviewing the Monthly BMP Inspection Reports and any other records generated.
- Provide rain alerts for forecasted rain events.
- BMP Site Evaluation and Recommendation Report included.

SMARTS Database Administration:

- Provide support and oversight of SMARTS database set-up and administration.
- Upload Annual Report, notifications and SWPPP changes as required via the SMARTS database.
- Upload sample results within 30 days via the SMARTS database.

SWPPP Updates:

- Update basic changes for SWPPPs updated or prepared by Frog Environmental. *
- * Updates on client prepared SWPPPs will be reviewed on a case-by-case basis to determine whether Frog or client will perform updates. Updates due to newly adapted TMDL regulations will be quoted/billed separately.*

Annual Report:

- Perform the required Annual Comprehensive Facility Compliance Evaluation (ACFCE), including SWPPP updates based on a review of all sampling, visual observations and inspection records. The ACFCE also includes an inspection of potential pollutant sources, BMPs, and drainage areas having no exposure to industrial activities.
- Assess compliance and BMP effectiveness.
- Review all generated records for proper completion of Annual Report. *
- Enter reports to the State Water Resources Control Board (SWRCB) via SMARTS.

**Additional charges may apply if significant records assistance is needed to complete report.*

Basic Run-Off Sampling Services:

- Provide rain alerts for forecasted rain events so Pre-Storm Visual Inspections and BMP Implementation can be performed by client.
- Discuss sample results with client, indicating any exceedances. Interpretation of results will be provided when necessary.
- CERS access for HUC-10 analysis.
- Provide initial training for employees to perform required tasks. *

**Additional training may be provided if needed (e.g. review of sample and observation locations, proper sampling technique, and proper completion of the Chain of Custody).*

Please Initial _____

Cost for Monitoring Services:

\$ 574.00	Due August 1
\$ 574.00	Due November 1
\$ 574.00	Due February 1
\$ 574.00	Due May 1
\$2,296.00	Total Annual Cost – Lab and Sampling Fees Billed Separately (Invoices Net 30 Days)

Additional Client Services**Lab and Sampling Services**

Cost for Run-Off Sampling per event based on 3 point(s) and additional parameters None:

Lab Services and Sampling Using Frog Environmental

Frog will provide the following:

- An initial sampling kit and additional sampling kits when needed.
- Coordination of sample delivery to laboratory, performed by Frog or a courier service at no additional charge.*
- Communication of sample results to client indicating any exceedances.
- Additional training as needed.

*Additional charges may apply if samples need to be expedited.

Please check one of these options:

- Frog will collect** samples, coordinate with lab and provide results and interpretation. **\$TBD** per event. (Visual Observations included) *Contact for availability.*
- Client will collect** samples. Frog will coordinate with lab and provide results and interpretation. **\$525.00** per event, **\$175.00** per point.
- Client to use own lab, will be responsible** for collecting samples, lab coordination, and delivering results to Frog. Frog will still provide training, rain alerts, oversight and results interpretation.

Monthly BMP Inspection Reports

Required monthly, performed year-round:

- Frog will perform** the Monthly BMP Inspection Reports at **\$TBD** per report. *Contact for availability.*
- Client will perform** the Monthly BMP Inspection Reports (Frog will provide all necessary documents).

Annual Hazardous Materials Management Service

Initial box for Annual Hazardous Materials Management Services

- Annual Trainings
- Inspection and Audit Services
- HMBP Update and Annual CERS Submittal Services

Note: For facilities that have Underground Storage Tanks (USTs), additional documentation is required for compliant CERS reporting. This documentation is outside the scope of this Agreement and is the responsibility of the client to provide. Upon receipt of documentation from client, Frog will upload to CERS.

Cost for Management Services:

\$1,200.00 Total Annual Cost (\$300 per quarter)

Please Initial _____

Other Services:

- Responses to agency inspections, general agency correspondence, QISP oversight, and expert witness are not included and will be billed at an hourly rate of \$125.
- Site visits: Up to four visits are included. Additional site visits are subject to billing at an hourly rate of \$125.
- Additional site visits, services, or sampling required due to any changes in Water Board policies with respect to Total Maximum Daily Loads (TMDLs) or Hydrologic Unit Code 10 (HUC-10) Watershed requirements are not included and will be billed at an hourly rate of \$125. Additional parameters or sample points will be billed based on the Lab and Sampling Service rates in this contract.
- Unforeseeable events and major changes to the Scope of Work are not included and will be billed as Time and Materials at an hourly rate of \$125.
- Prior to additional work, a separate quote will be issued with an estimated budget to complete the task. **No additional work conducted until authorization is granted.**

Purchase Order Required: No Yes **P.O. #** _____

Lisa A. Franz,
Director, Purchasing

Client (Print and Sign)

Date

1. Acceptance: Contract quotes are valid for 30 days from the date of quotation.

2. Term: This Agreement shall commence and be effective concurrent with the start of the Storm Water Year (July 1st), hereto ("Effective Date"), and shall have an "Initial Term" of one (1) year from the Effective Date and shall be effective until terminated pursuant to the "Termination Clause".

3. Auto-Renewal: Unless written notification to not renew this Agreement is provided no less than sixty (60) days prior to the expiration of any Term, after the Initial Term, this Agreement shall be self-renewing initially on an additional one (1) year basis, and then every subsequent time thereafter on an annual basis for a time period of an additional twelve-month period each independent time this Agreement self-renews. The date of the annual self-renewal shall be on July 1st of each respective year.

4. Termination Clause: Client may terminate this contract at any time for any reason by giving at least 60 (sixty) days' notice in writing to Frog. If the contract is terminated as provided herein, then Client shall pay Frog all such unpaid monies within 10 (ten) days of the Termination Date.

5. Paperless Billing Available: Frog Environmental is committed to preserving our environment and its resources and is working towards a paperless payment processing system. As such, all invoices are available for automatic bill pay through major credit cards.

6. Contract Terms: Standard credit terms are net 30 days, subject to credit approval. Unless otherwise noted, all invoices are due 30 (thirty) days from the invoice date. We currently offer a 2% discount if payment is received within 10 (ten) days of the invoice date. Invoices and balances not paid within 60 (sixty) days will be assessed a 10% late fee that will continue to accrue until paid. All accounts with balances not paid within 60 (sixty) days will be placed on credit hold and all services will be suspended until payment is received. This Agreement constitutes a binding legal agreement which shall supersede any verbal agreements. If Frog Environmental is forced to institute a collection action against Client for unpaid services, Client shall pay to Frog Environmental its attorney fees and collection costs.

7. No Refunds or Exchanges: No refunds or exchanges for services performed are allowed.

8. Service Fee: \$30.00 will be assessed for any returned checks.

9. Payments: The undersigned hereby authorizes Frog Environmental, herein Frog, and its lender or funding source, the right to obtain and use consumer and/or commercial credit reports on the undersigned, now and from time to time, as necessary in the credit evaluation and review process and waives any right or claim the buyer(s) would have under the Fair Credit Reporting Act in absence of this continuing consent. This signed Agreement authorizes Frog and its assignees to report the undersigned's performance of any obligation owed Frog to any consumer/commercial reporting agency or other credit grantor.

10. Unscheduled Services: In the event that emergency or unscheduled service are requested by Client, additional charges may be assessed, due and payable upon presentation of an invoice by Frog Environmental to Client. Client is responsible for and shall pay in a timely way, any fees or charges associated with unscheduled services.

11. Waiver and Limitation of Liability: Frog Environmental has priced its products and services upon the understanding, and you hereby acknowledge the understanding, that Frog Environmental will not be responsible or liable for any form of consequential, incidental, statutory, punitive, exemplary or indirect damages of whatever kind or type arising from any type of commercial, business, environmental, tort, warranty, contract, strict liability or other causes arising directly or indirectly from or in connection with any product or service and/or its use, except where Frog Environmental is deemed negligent and consequential damages for any injury to a person in the case of products purchased for consumer use as defined by 15 u.s.c. § 2301. Frog Environmental shall not be liable in any event for an amount greater than the cost to Client of Services.

12. Attorney Fee Requirement: Should any action be instituted, at law or in equity, concerning the Services, any provision of this Agreement, or the rights and obligations of either party in relation thereto, the party prevailing in such action shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for that party's costs and attorney's fees in the litigation.

13. Litigation Limitation: No action of any type at law or in equity arising out of or related to this Agreement or the performance thereof shall be commenced by either party against the other more than one year after the completion or cessation of work under this Agreement.

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

15. Entire Agreement: This instrument and any attachments contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.

16. Transferability: Frog Environmental may assign its rights and obligations under this Agreement to any individual, corporation or entity engaged in similar business.

17. Indemnification: Both parties agree to defend, indemnify and hold completely harmless Frog Environmental from and against any and all claims, damages, costs, and expenses, including attorneys' fees, arising from or related to Client's use of any services and/or items purchased.

18. Force Majeure: Frog Environmental shall not be liable for any failure, inability or delay to perform Services hereunder, if such failure, inability or delay is due to war, sabotage, insurrection, riot or other civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or agency or subdivision thereof, judicial action, labor dispute, accident, fire, explosion, food, storm or any other act of god, shortage of labor, fuel, raw material or machinery or technical failure, where Frog Environmental has exercised ordinary care in the prevention thereof.

19. Governing Law and Venue: This agreement, the entire relationship between Client and Frog Environmental, and any litigation or other legal proceeding between Client and Frog Environmental (whether grounded in tort, contract, law or equity) shall be governed by and construed in accordance with the laws of the state of California, without giving effect to its choice of law rules. Any controversies or claims arising out of this agreement and/or past due invoices shall be subject to the exclusive jurisdiction of the state or federal courts located in California, County of Los Angeles.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 7, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-76 with Merrill Educational Center, Non-Public School, NPS (DeGenna/Edwards)

Requesting ratification for Non Public School (NPS) services for the student listed below for the 2020-2021 and 2021-2022 school years, including Extended School year, beginning September 3, 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.

Grade: 8th (1)
OL091508

FISCAL IMPACT:

Tuition 8th: \$7,690.00 monthly rate x 1 student x 19 months = \$146,110.00
(Includes daily lunch and workbooks)

Grand Total: \$146,110.00 to be paid out of Special Education funds.

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational services that the Board of Trustees ratify Agreement #20-76 with Merrill Educational Center, NPS in the amount not to exceed \$146,110.00.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-76, Merrill Educational Center, NPS \(2 Pages\)](#)
[Calendars \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

MERRILL EDUCATIONAL CENTER SCHOOL CONTRACT

Thank you for choosing Merrill Educational Center and School! Following are the policies and the contractual agreement for the school.

Merrill Educational Center operates on a private school tuition plan. Like other private schools, each student has set hours and set fees for the semester. Parents or institutions must sign this contractual commitment for the remainder of the 2020-2021 fiscal year and the fiscal year of 2021/2022, when the student starts classes. A school calendar designating semester dates and holidays will be provided.

Districts will be billed on a monthly basis for each of the 12 months of the school year. All payments need to be received by the 1st of each month with a 5% penalty charged after the 3rd of the month. This contract specifies 25 hours of instructional time per week, at a tuition rate of \$7,500.00 per month. Students are charged \$10 a day for a lunch, should they require one. In addition, workbooks bought for a student will be billed on the next statement.

We are unable to make-up missed sessions which are generated by a student's absence, as our teachers work back-to-back to service students daily. Consequently, no requests made on behalf of a student for make-up hours will be scheduled. When a teacher is absent, a substitute will be provided.

All students need to be at school on time. Their books should remain in their locker here, unless they are needed for study or homework.

All cell phones must be turned off during class time. If you need to reach your child during class, please call the office.

When a student is going to be absent, a parent must call the school as soon as possible.

In the case of private transportation, please provide the name and number to contact if the bus is late, or have the driver call us at 818-865-0008.

An outside school can expect a summary of the child's curriculum for the current month, at the end of that month.

The Center should also know if the student should be escorted to the restroom and back to class, or if the student should be permitted to go alone.

In the situation of a non English Dominant student, and in the event that the student speaks primarily Spanish, an interpreter will hear the student's concerns and make certain that the student's concerns are known.

Please sign below and return this form to our office by the student's first day with us. Students arriving without a signed contract will not be allowed to start school, per insurance regulations.

Thank you for your cooperation and please call the school if you have any questions or concerns.

I have read and agree to follow the above listed policies. I understand that I am making a financial commitment for the remainder of the 2020-2021 fiscal year and the fiscal year of 2021/2022.

Student name: **OL091508**

District signature: _____
Lisa A. Franz, Director, Purchasing

Date: _____

MERRILL EDUCATIONAL CENTER CALENDAR
2021

January 4	School resumes
January 18	MLK-no school
February 15	President's Day - no school
April 2 through April 9	Spring Break - no school
May 31	Memorial Day – no school
September 6	Labor Day – no school
November 11	Veteran's Day – no school
November 24, 25, 26	Thanksgiving Break – no school
December 20 – December 31	Winter Break – no school

MERRILL EDUCATIONAL CENTER CALENDAR

2020

January 6	School resumes
January 20	MLK-no school
February 17	President's Day - no school
April 10 through April 17	Spring Break - no school
May 25	Memorial Day – no school
September 7	Labor Day – no school
November 11	Veteran's Day – no school
November 25, 26, 27	Thanksgiving Break – no school
December 21 – December 31	Winter Break – no school




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2020

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

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

PRODUCER  Ralph Siu 1445 E. Los Angeles Ave. Suite 200 Simi Valley, CA 93065	CONTACT NAME: Marc Siu PHONE (A/C, No, Ext): 805-527-6262 E-MAIL ADDRESS: marc.siu.sina@statefarm.com	FAX (A/C, No): 805-520-4095
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company	
INSURED Lynne Merrill DBA Merrill Educational Center 5743 Corsa Ave. Suite 118 Westlake Village, CA 91362	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			92-B9-Q103-7	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marc Siu

© 1988-2015 ACORD CORPORATION. All rights reserved.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 7, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 016 to Construction Services Agreement #17-41 with Bernards to Adjust Costs for the McKinna Elementary School Reconstruction Project (Penanhoat/Miller/CFW)

During construction of the McKinna Elementary School Reconstruction Project, the project experienced utility company delays in the provision of new utility services to the school site. Southern California Edison (SCE) was delayed in the performance of their work and provision of permanent power due to impacts to SCE workforce caused by forest fires in the area. The project also experienced delays caused by Southern California Gas (SoCalGas) during the provision of new gas service. The delay to the installation and connection of the new gas service delayed the ability to start-up and test the kitchen equipment as well as HVAC equipment.

A professional consultant was engaged to analyze the delay impacts and review schedule documentation (i.e., Monthly Schedule Updates, Time Impact Analysis, etc.). Several meetings were held to analyze the delay impacts. The utility company delay caused 212 days to be added to the construction schedule. The General Contractor maintained jobsite expenses during this added time period. These jobsite expenses include maintaining jobsite construction services and associated General Conditions of miscellaneous utilities.

Change Order No. 016 reimburses the General Contractor for 212 days of additional costs.

•COR No. 274 RO - Extended General Conditions

FISCAL IMPACT:

Five Hundred Two Thousand Three Hundred Forty-Four Dollars and No Cents (\$502,344.00) 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 Interim Assistant Superintendent, Business & Fiscal Services, and Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order No. 016 for Master Agreement #17-41 with Bernards.

ADDITIONAL MATERIALS:

Attached: [Change Order No. 016 \(2 Pages\)](#)

[COR No. 274 RO - Extended General Conditions \(1 Page\)](#)

[Construction Services Agreement #17-41, Bernards \(25 Pages\)](#)



CHANGE ORDER

Date: 10/7/2020

CHANGE ORDER NO. 016

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 (001-015).....	\$.....794,312.00
ADJUSTED CONTRACT SUM.....	\$ 29,113,650.00
NET CHANGE -	\$ 502,344.00

Total Change Orders to Date:	\$ 1,296,656.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 016...	\$ 29,615,994.00

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:	212 Calendar Days
Adjusted Completion Date:	September 14, 2020

Percentage(4.58%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	COR No. 274 RO – Extended General Conditions		\$502,344.00		
	Totals	\$0.00	\$502,344.00	\$0.00	

Total Change Order No. 016.....\$502,344.00

**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: _____

INTERIM ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 274 R0

Date: 9/11/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

Phase One and Phase Two GC Extension Settlement. Cost associated with time extension indicated in PCO 121 (Phase One - 90 day) utility impact delay and PCO 164 (Phase Two - 109 day) late start date.

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Contractual Costs		
Project Management	Bernards	502,344
		Subtotal: 502,344
Total Change Order Request Amount:		502,344

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

- 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

#17-41

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 -

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

- 5 -

#17-41

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.

- 6 -

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

#17-41

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.

- 8 -

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.

- 9 -

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

- 10 -

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)

- 11 -

#17-41

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").

#17-41

- 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

- 14 -

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.

#17-41

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.

- 17 -

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

#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

- 20 -

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: Janet Penanhoat

Date of Meeting: October 7, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 017 to Construction Services Agreement #17-41 with Bernards for the McKinna ES Reconstruction Project (Penanhoat/Miller/CFW)

Change Order No. 017 addresses various scope revisions which include the Phase Two parking lot design, demolition of the ECDC building, providing direct campus access to students from the J Street sidewalk, providing exterior lighting in the Phase Two parking lot, providing a motorized roll-up door in the MPR, and Phase Two abatement work.

Change Order No. 017 includes the following:

- Eliminate the construction of a new parking lot, and in its place utilize the existing AC pavement to construct the Phase Two parking lot. The existing parking lot will be resealed and restriped. The installation of four (4) solar powered parking lot lights for the Phase Two parking lot will be provided as per the District's request.
- Demolition of the existing ECDC building including clean-up and placement of decomposed granite to secure the ECDC demolition area.
- At the District's request, provide direct campus access to students from the J Street sidewalk. Students will be able to access a walkway from J Street to the main campus. Students will be separated from vehicles by a new 6 ft. high fence.
- Procurement and installation of a motorized interior overhead door in the MPR kitchen.
- Phase Two unforeseen abatement work.

Change Order No. 017 provides for the Board's consideration and ratification of the following COR's:

- PCO 273 Phase Two Parking Lot Revisions
- PCO 275 Phase Two Unforeseen Abatement
- PCO 277 Phase Two Solar Powered Parking Lot Lights
- PCO 278 MPR Interior Overhead Door

FISCAL IMPACT:

Thirty Thousand Three Hundred Forty-Nine Dollars and No Cents (\$30,349.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Construction Services Agreement #17-41.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #017 for Construction Services Agreement #17-41 with Bernards.

ADDITIONAL MATERIALS:

Attached: [Change Order No. 017 \(2 Pages\)](#)

[COR No. 273 RO - Phase II - Parking Lot Revisions \(51 Pages\)](#)

[AAR No. 275 RO - Unforeseen Abatement Cost-Allowance Offset \(13 Pages\)](#)

[COR No. 277 RO - Parking Lot Lighting \(19 Pages\)](#)

[COR No. 278 RO - MPR Interior Overhead Door \(1 Page\)](#)

[Construction Services Agreement #17-41, Bernards \(25 Pages\)](#)



CHANGE ORDER

Date: 10/7/2020

CHANGE ORDER NO. 017

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 (001-016).....	\$ 1,296,656.00
ADJUSTED CONTRACT SUM.....	\$ 29,615,994.00
NET CHANGE -	\$ 30,349.00

Total Change Orders to Date:	\$ 1,327,005.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 017... ..	\$ 29,646,343.00

Commencement Date:	July 16, 2018
Original Completion Date:	February 15, 2020
Original Contract Time:	580 Calendar Days
Time Extension for all Previous Change Orders:	212 Calendar Days
Time Extension for this Change Order:	Zero Calendar Days
Adjusted Completion Date:	September 14, 2020

Percentage(4.69%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	COR No. 273 RO - Phase Two Parking Lot Revisions		(\$33,707.00)		
2.	AAR No. 275 RO - Phase Two Unforeseen Abatement/Allowance Offset		\$0.00		
3.	COR No. 277 RO - Phase Two Solar Powered Parking Lot Lights		\$44,814.00		
4.	COR No. 278 RO - Interior Overhead Door		\$19,242.00		
	Totals	\$0.00	\$30,349.00	\$0.00	\$0.00

Total Change Order No. 017.....\$30,349.00

**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: _____

INTERIM ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 273 R0

Date: 9/20/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

Phase Two J Street Parking Lot Revisions

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Onyx Paving Co Inc	-81,500
	B&M Contractors Inc	-56,465
	Damar Construction Inc	35,155
	Standard Demolition, Inc	40,599
	Taft Electric Co	-11,507
	B&M Contractors Inc	3,534
	Anderson Charnesky Structural Steel Inc	22,383
	Vanguard Painting	10,995
	Subtotal:	-36,806
Contractual Costs		
Fee		1,905
Subcontract Default Insurance		443
CCIP		467
Contractor Bond		284
	Subtotal:	3,099
Total Change Order Request Amount:		-33,707

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



Damar Construction, Inc.
 4773 Ortega Street
 Suite B
 Ventura CA 93003
 (805) 654-8438

Request for Change Order

RFCO#:28
 C.O.#: TBD
 Order Date: 07/29/2020

To: Bernard Brother's, Inc.
 555 First Street
 San Fernando CA 91340

Project: 18038
 McKinna Elementary School
 1611 S J street
 Oxnard CA 93033

This is a request for review and approval. Once approved, the Change Order will reflect on the next billing application.

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached

Ordered By:

Customer Order:

Specifications Attached

Description of Work	Amount
Credit for Phase II Parking Lot	-18,872.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change -18,872.00

The original Contract Sum was	787,864.00
Net change by previous Change Orders	-36,744.41
The Contract Sum prior to this Change Order	751,119.59
The Contract Sum will be changed by this Change Order	-18,872.00
The new Contract Sum including this Change Order will be	732,247.59

Approved _____ Date _____ Contractor _____
 Date _____ Owner _____



Damar Construction, Inc.

4773 Ortega Street
Suite B
Ventura CA 93003
(805) 654-8438

License: 722632

McKinna Elementary
ROM-Credit for PH II Parking Lot Grading

6/23/2020

Item	Qty.	Unit	Rate	Extension	15% Mark-up	Sub-Total	
Ex/Overex/Compact							
Operator	20	Hours	\$93.61	\$1,872.20	\$280.83	\$2,153.03	
Pickup	20	Hours	\$29.60	\$592.00	\$88.80	\$680.80	
D4H Dozer	20	Hours	\$49.37	\$987.40	\$148.11	\$1,135.51	
Operator	20	Hours	\$93.61	\$1,872.20	\$280.83	\$2,153.03	
Pickup	20	Hours	\$29.60	\$592.00	\$88.80	\$680.80	
224 Roller	20	Hours	\$31.70	\$634.00	\$95.10	\$729.10	
Step IV Appr	20	Hours	\$76.60	\$1,532.00	\$229.80	\$1,761.80	
Water Truck	20	Hours	\$40.65	\$813.00	\$121.95	\$934.95	\$10,229.02
Grade Parking Lot							
Operator	16	Hours	\$93.61	\$1,497.76	\$224.66	\$1,722.42	
Pickup	16	Hours	\$29.60	\$473.60	\$71.04	\$544.64	
210 Skiploader	16	Hours	\$38.81	\$620.96	\$93.14	\$714.10	
Step IV Appr	16	Hours	\$76.60	\$1,225.60	\$183.84	\$1,409.44	
224 Roller	16	Hours	\$31.70	\$507.20	\$76.08	\$583.28	\$4,973.89
Grade Driveways							
Operator	12	Hours	\$93.61	\$1,123.32	\$168.50	\$1,291.82	
Pickup	12	Hours	\$29.60	\$355.20	\$53.28	\$408.48	
303 Excavator	6	Hours	\$29.99	\$179.94	\$26.99	\$206.93	
210 Skiploader	6	Hours	\$38.81	\$232.86	\$34.93	\$267.79	
Step IV Appr	12	Hours	\$76.60	\$919.20	\$137.88	\$1,057.08	
224 Roller	12	Hours	\$31.70	\$380.40	\$57.06	\$437.46	\$3,669.56
Total COR							\$18,872.47



Damar Construction, Inc.
 4773 Ortega Street
 Suite B
 Ventura CA 93003
 (805) 654-8438

Request for Change Order

RFCO#:27
 C.O.#: TBD
 Order Date: 07/29/2020

License: 722632

To: Bernard Brother's, Inc.
 555 First Street
 San Fernando CA 91340

Project: 18038
 McKinna Elementary School
 1611 S J street
 Oxnard CA 93033

This is a request for review and approval. Once approved, the Change Order will reflect on the next billing application.

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached

Ordered By:

Customer Order:

Specifications Attached

Description of Work	Amount
Added Grading at Child Care Area	51,540.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

51,540.00

The original Contract Sum was	787,864.00
Net change by previous Change Orders	-36,744.41
The Contract Sum prior to this Change Order	751,119.59
The Contract Sum will be changed by this Change Order	51,540.00
The new Contract Sum including this Change Order will be	802,659.59

Approved _____ Date _____ Date _____
 Contractor _____ Owner _____



Damar Construction, Inc.

4773 Ortega Street
Suite B
Ventura CA 93003
(805) 654-8438

License: 722632

McKinna Elementary
ROM-Added Grading at Child Care Area

6/23/2020

Item	Qty.	Unit	Rate	Extension	15% Mark-up	Sub-Total	
Compact Disturbed Area							
Operator	8	Hours	\$93.61	\$748.88	\$112.33	\$861.21	
Pickup	8	Hours	\$29.60	\$236.80	\$35.52	\$272.32	
D4H Dozer	8	Hours	\$49.37	\$394.96	\$59.24	\$454.20	
Operator	8	Hours	\$93.61	\$748.88	\$112.33	\$861.21	
Pickup	8	Hours	\$29.60	\$236.80	\$35.52	\$272.32	
224 Roller	6	Hours	\$31.70	\$190.20	\$28.53	\$218.73	
Water Truck	2	Hours	\$40.65	\$81.30	\$12.20	\$93.50	\$3,033.49
Fill to Subgrade							
Operator	8	Hours	\$93.61	\$748.88	\$112.33	\$861.21	
Pickup	8	Hours	\$29.60	\$236.80	\$35.52	\$272.32	
D4H Dozer	8	Hours	\$49.37	\$394.96	\$59.24	\$454.20	
Operator	8	Hours	\$93.61	\$748.88	\$112.33	\$861.21	
Pickup	8	Hours	\$29.60	\$236.80	\$35.52	\$272.32	
224 Roller	6	Hours	\$31.70	\$190.20	\$28.53	\$218.73	
Water Truck	2	Hours	\$40.65	\$81.30	\$12.20	\$93.50	\$3,033.49
Import	643	CY	\$30.53	\$19,630.79	\$2,944.62	\$22,575.41	\$22,575.41
Supply DG (4")							
Operator	16	Hours	\$93.61	\$1,497.76	\$224.66	\$1,722.42	
Pickup	16	Hours	\$29.60	\$473.60	\$71.04	\$544.64	
210 Skiploader	16	Hours	\$38.81	\$620.96	\$93.14	\$714.10	
Operator	16	Hours	\$93.61	\$1,497.76	\$224.66	\$1,722.42	
Pickup	16	Hours	\$29.60	\$473.60	\$71.04	\$544.64	
224 Roller	16	Hours	\$31.70	\$507.20	\$76.08	\$583.28	\$5,831.51
DG	212	CY	\$70.00	\$14,840.00	\$2,226.00	\$17,066.00	\$17,066.00
Total COR							\$51,539.91



Damar Construction, Inc.
 4773 Ortega Street
 Suite B
 Ventura CA 93003
 (805) 654-8438

Request for Change Order

RFCO#: 29
 C.O.#: TBD
 Order Date: 07/29/2020

To: Bernard Brother's, Inc.
 555 First Street
 San Fernando CA 91340

Project: 18038
 McKinna Elementary School
 1611 S J street
 Oxnard CA 93033

This is a request for review and approval. Once approved, the Change Order will reflect on the next billing application.

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached

Ordered By:

Customer Order:

Specifications Attached

Description of Work	Amount
Grade Added Walkway	2,487.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change 2,487.00

The original Contract Sum was	787,864.00
Net change by previous Change Orders	-36,744.41
The Contract Sum prior to this Change Order	751,119.59
The Contract Sum will be changed by this Change Order	2,487.00
The new Contract Sum including this Change Order will be	753,606.59

Approved _____ Date _____ Contractor _____ Date _____
 Owner _____



Damar Construction, Inc.

4773 Ortega Street
Suite B
Ventura CA 93003
(805) 654-8438

License: 722632

McKinna Elementary
ROM-Grade Added Walkway

6/23/2020

Item	Qty.	Unit	Rate	Extension	15% Mark-up	Sub-Total	
Grade Parking Lot							
Operator	8	Hours	\$93.61	\$748.88	\$112.33	\$861.21	
Pickup	8	Hours	\$29.60	\$236.80	\$35.52	\$272.32	
210 Skiploader	8	Hours	\$38.81	\$310.48	\$46.57	\$357.05	
Step IV Appr	8	Hours	\$76.60	\$612.80	\$91.92	\$704.72	
224 Roller	8	Hours	\$31.70	\$253.60	\$38.04	\$291.64	\$2,486.94
Total COR							\$2,486.94



HOURLY LABOR COST RATES

Sub/Contractor: Damar Construction, Inc. **Trade:** Earthwork
Date: 7/25/2019 **Classification:** Operator (Journeyman)
Project: _____
Rate Effective Through: June 30, 2020 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 49.94	\$ 74.91	\$ 99.88
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
Hourly Taxable Wage Costs Subtotal	\$ 53.49	\$ 78.46	\$ 103.43
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.32	\$ 4.86	\$ 6.41
Medicare	\$ 0.78	\$ 1.14	\$ 1.50
FUI	\$ 0.06	\$ 0.09	\$ 0.12
SUI	\$ 0.47	\$ 0.69	\$ 0.91
Workers Compensation Insurance	\$ 11.31	\$ 11.31	\$ 11.31
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 15.93	\$ 18.09	\$ 20.25
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.60	\$ 11.60	\$ 11.60
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training (or equivalent)	\$ 1.05	\$ 1.05	\$ 1.05
Other	\$ 1.89	\$ 1.89	\$ 1.89
Hourly Benefits Subtotal	\$ 24.19	\$ 24.19	\$ 24.19
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 93.61	\$ 120.74	\$ 147.87

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: Damar Construction, Inc. **Trade:** Earthwork
Date: 11/13/2019 **Classification:** Operator (Apprentice IV)
Project: _____
Rate Effective Through: June 30, 2020 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.37	\$ 56.06	\$ 74.74
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
Hourly Taxable Wage Costs Subtotal	\$ 40.92	\$ 59.61	\$ 78.29
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.54	\$ 3.70	\$ 4.85
Medicare	\$ 0.59	\$ 0.86	\$ 1.14
FUI	\$ 0.05	\$ 0.07	\$ 0.09
SUI	\$ 0.36	\$ 0.52	\$ 0.69
Workers Compensation Insurance	\$ 8.65	\$ 12.60	\$ 16.55
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 12.19	\$ 17.76	\$ 23.32
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.45	\$ 11.45	\$ 11.45
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training (or equivalent)	\$ 2.39	\$ 2.39	\$ 2.39
Hourly Benefits Subtotal	\$ 23.49	\$ 23.49	\$ 23.49
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 76.60	\$ 100.86	\$ 125.10

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 |



Credit Memo

Date	Credit No.
6/23/2020	600C-002

Customer
Bernard's 555 First Street San Fernando, Ca. 91340

Description	Qty	Rate	Amount
Job address - McKinna ES			
Delete Phase 2 work from original contract:			
Child Care (CC) Pedestrian Paving		46,585.00	-46,585.00
CC Parking Lot Curbs		23,375.00	-23,375.00
CC Drive apron at J Street		9,954.00	-9,954.00
CC ADA Truncated Domes		750.00	-750.00
J Street Sidewalk Replacement at Removed Drive(1)		1,980.00	-1,980.00
J Street Curb & Gutter at Removed Drive (1)		1,050.00	-1,050.00

B&M Contractors, Inc. 4473 East Cochran Street Simi Valley, CA 93063 805-581-5480 Racquel@bamconcrete.com	Total	-83,694.00
	Invoices	\$0.00
	Balance Credit	-83,694.00



Date
6/18/2020

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 #
30

Description of New Work Requested	Quantity	Rate	Amount
Job address - McKinna ES			
Additional work requested:			
Description: Per CCD012 install 7' deep by 3' round concrete footing for the marquee sign at the Northeast corner of J street near the north alley entrance. Include: Drill and dispose of soil, forming of footing, rebar cage, pouring and finish concrete			
Foreman - 2 hrs.	2	85.00	170.00
Equipment Delivery move in/out - 2 move ins	2	150.00	300.00
Bobcat with Auger - 2 hrs	2	90.00	180.00
Operator - 2 hrs.	2	86.69	173.38
Mason - Dig footing - 2 hrs.	2	71.13	142.26
Sono-tube 3' Dia. - 7 lin. ft.	7	50.00	350.00
Rebar - 250 lbs.	250	0.60	150.00
Mason - Tie/Set Rebar - 6 hrs.	6	71.13	426.78
Disposal of soil - 2 yards	2	65.00	130.00
Form lumber - 6 lin. ft.	6	4.35	26.10
Pettibone Lift To Set Post - 3 hrs.	3	95.00	285.00
Mason- Set/Brace Post - 3 hrs.	3	71.13	213.39
Concrete 4,000 PSI - 1 yard	1	110.00	110.00
AB219 Fee	1	30.00	30.00
Pump concrete	1	15.00	15.00
Operator for pump - 1 hr.	1	87.02	87.02
Mason- Pour/Finish - 4 hrs.	4	71.13	284.52
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:



Date
6/18/2020

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 #
30

Description of New Work Requested	Quantity	Rate	Amount
Subtotal			3,073.45
Office & administration		15.00%	461.02
Total			\$3,534.47

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 2 **Signature** _____



Date
6/19/2020

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 #
31

Description of New Work Requested	Quantity	Rate	Amount
Job address - McKinna ES			
Additional work requested:			
Description: Per CCD 012, install new walkway along South alley connecting existing Southeast parking lot to new school site to the West, 4" thick concrete paving with thickened edges, over 4" CMB, reinforced with #4@24" OCEW, pour natural grey concrete, provide a medium broom, strip and dispose of forms and clean/detail.			
Foreman - 32 hrs.	32	85.00	2,720.00
Mason-Base/Compact/Form - 24 hrs.	24	71.13	1,707.12
Equipment Delivery move in/out	2	150.00	300.00
Bobcat - 5 hrs.	5	65.00	325.00
Operator - 5 hrs.	5	86.89	434.45
CMB - 30 tons	30	31.00	930.00
Form lumber - 450 lin. ft.	450	3.35	1,507.50
Rebar - 1500 lbs.	1,500	0.60	900.00
Mason-Set Rebar - 16 hrs.	16	71.13	1,138.08
Concrete - 31 yards	31	110.00	3,410.00
AB219 Fee	31	30.00	930.00
Mason- Pour/Finish - 40 hrs.	40	71.13	2,845.20
Pump concrete	31	15.00	465.00
Operator for pump - 4	4	87.02	348.08
Mason- Strip/Detail/Clean - 16 hrs.	16	71.13	1,138.08
Subtotal			19,098.51
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:



Date
6/19/2020

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 #
31

Description of New Work Requested	Quantity	Rate	Amount
Office & administration		15.00%	2,864.78
Total			\$21,963.29

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:**

	<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 |



Demolition Contractors:
1905 Lirio Ave
Saticoy, CA 93004
www.standard1.com

To: Jaime Pace
Bernards
555 First St.
San Fernando, CA 91340

Phone: 818-898-1521 office
310-909-9763 cell
818-361-9208 fax
E-mail: jp pace@bernards.com

Subject: CDC Demolition McKinna ES

Date: 5/4/2020

Quote for additional demo

Demolish and remove CDC Building and foundation, concrete and asphalt surfaces, play structures, rubber play areas, 2 trees, and sod. Includes asbestos abatement, universal waste removal, freon abatement, and VCAPCD notification.

Same mobilization as main school demolition
Prevailing wages

Price.....\$35,319

Does Not Include:

City County and/or State Permits
Hazardous material monitoring or sampling
Protective covers, barricades, delineators
Utility identification or potholing
Sawcutting, coring, or removals for utilities
Removal of perimeter fence

BMPs
SWPPP
Temporary Fencing
Backfill, grading, import
Capping or disconnecting utilities

Nort Colborn
Email nort@standard1.com
Cell 805-207-6140



Demolition Contractors:
1905 Lirio Ave
Saticoy, CA 93004
www.standard1.com

To: Jaime Pace
Bernards
555 First St.
San Fernando, CA 91340

Phone: 818-898-1521 office
310-909-9763 cell
818-361-9208 fax
E-mail: jp pace@bernards.com

Subject: Credit for asphalt and concrete drive to remain

Date: 6/16/2020

Credit for asphalt and concrete areas originally part of demolition scope that will now remain.

Asphalt 20,000 square ft @ \$.25/sf.....	<\$5,000>
Concrete 3,000 sf @\$1.00/sf.....	<\$3,000>
Cost to sawcut for separation of areas to remain from demolition 600' @ \$1.50.....	\$900
Total credit.....	<\$7,100>

Nort Colborn
Email nort@standard1.com
Cell 805-207-6140



HOURLY LABOR COST RATES

Sub/Contractor: Standard Industries, Inc. **Trade:** Operating Engineer
Date: _____ **Classification:** Group 8
Project: McKinna Elementary School Reconstruction
Rate Effective Through: June 30, 2019 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 48.19	\$ 72.29	\$ 96.38
Vacation & Holiday Accrual	\$ 3.55	\$ 4.84	\$ 4.84
Hourly Taxable Wage Costs Subtotal	\$ 51.74	\$ 77.13	\$ 101.22
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.99	\$ 4.48	\$ 5.98
Medicare	\$ 0.70	\$ 1.05	\$ 1.40
FUI	\$ 0.06	\$ 0.09	\$ 0.12
SUI	\$ 0.42	\$ 0.64	\$ 0.85
Workers Compensation Insurance	\$ 10.19	\$ 10.19	\$ 10.19
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 14.36	\$ 16.44	\$ 18.52
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.45	\$ 11.45	\$ 11.45
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training & other (or equivalent)	\$ 1.39	\$ 1.39	\$ 1.39
Hourly Benefits Subtotal	\$ 22.49	\$ 22.49	\$ 22.49
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 88.59	\$ 116.06	\$ 142.23

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: Standard Industries, Inc. **Trade:** Labor
Date: _____ **Classification:** Group 1
Project: McKinna Elementary School Reconstruction
Rate Effective Through: June 30, 2019 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 34.24	\$ 51.36	\$ 68.48
Vacation & Holiday Accrual	\$ 4.84	\$ 4.84	\$ 4.84
Hourly Taxable Wage Costs Subtotal	\$ 39.08	\$ 56.20	\$ 73.32
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.12	\$ 3.18	\$ 4.25
Medicare	\$ 0.50	\$ 0.74	\$ 0.99
FUI	\$ 0.04	\$ 0.06	\$ 0.08
SUI	\$ 0.30	\$ 0.45	\$ 0.60
Workers Compensation Insurance	\$ 7.24	\$ 7.24	\$ 7.24
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 10.20	\$ 11.68	\$ 13.16
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.32	\$ 7.32	\$ 7.32
Pension & Retirement (or equivalent)	\$ 7.78	\$ 7.78	\$ 7.78
Training & other (or equivalent)	\$ 1.55	\$ 1.55	\$ 1.55
Hourly Benefits Subtotal	\$ 16.65	\$ 16.65	\$ 16.65
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 65.93	\$ 84.53	\$ 103.13

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 |



ONYX PAVING COMPANY, INC.
2890 E. LA CRESTA AVE. ~ ANAHEIM, CA 92806
714/ 632-6699 ~ FAX: 714/ 632-1883
CA LIC #630360-A * D.I.R. #1000004798 * S.B.E. #1753955

BERNARDS, INC.
 555 FIRST STREET
 SAN FERNANDO, CA 91340

818/ 898-1521

818/ 898-4909

ATTN: JAMIE PACE

MCKINNA E.S. - 1611 S. J STREET, OXNARD

*"Proposal is strictly based and relies upon Contractor's status as a Non-Union Contractor.
 This proposal is not valid if this project is Union, A PLA, or PSA, or you are a Union Contractor."*

CHANGE ORDER

DEDUCTION OF SOUTHEAST PARKING LOT.

DEDUCT: (\$90,000.00)

Rod Webber

6/18/2020

ROD WEBBER

rodw@onyxpaving.net

ALL MATERIAL QUOTED IS SUBJECT TO PRICE ESCALATION BASED UPON THE CURRENT PRICE OF ASPHALT/ROCK BASE. ANY APPLICABLE MATERIAL PRICE INCREASE BEYOND THE "VALID THROUGH" DATE WILL BE ADDED TO THE BASE RATE PER TON OF THE MATERIAL TYPE QUOTED.

EXCLUSIONS: Unless Specifically Noted Above - SUBGRADE TO BE MINIMUM, +/-0.10' OR TO REQUIRED PERCENTAGE BY OTHERS. SUBGRADE PREPARATION, SCARIFICATION, FINE GRADING OR COMPACTION. ENGINEERING, STAKING, SURVEYING, TESTING OR INSPECTIONS. WATER, WATER METERS OR FLOOD TESTING. SAWCUTTING, REMOVALS, COLD PLANING, IMPORT/EXPORT OF FILL MATERIALS. COST OF DISPOSAL OF MATERIALS IF PETROMAT IS FOUND UNDER EXISTING PAVEMENT. REMOVE OF EXCESS SOIL BELOW. ADJUSTING OF VALVES, MANHOLES OR UTILITIES AND PATCHING FOR SAME. TRENCH PATCHING OR PATCHING FOR OTHER TRADES. PRIME COAT, FOG SEAL, SEAL COAT, STRIPING, SIGNAGE, BUMPERS, FIRE DEPARTMENT STRIPING, BLACK OUT EXISTING STRIPING AND CRACK FILLERS. NOT RESPONSIBLE FOR DAMAGE TO NEWLY PLACED SEAL COAT CAUSED BY POWER STEERING, TIRE SCUFFING OR IRRIGATION RUN-OFF. CORING OF CONCRETE FOR INSTALLATION OF SIGNPOSTS. OFFSITE WORK, TEMPORARY STRIPING AND CAT TRACKING, TRAFFIC CONTROL. ROCK BASE UNDER ASPHALT/CONCRETE AND CONCRETE WORK. HEADER BOARD. CLEANING OF PAVEMENT OTHER THAN WITH POWER BLOWERS. PERMITS, BONDS, PREVAILING WAGE RATES AND FEES. PRICE EXCLUDES NIGHTTIME WEEKEND OR HOLIDAY WORKS UNLESS OTHERWISE NOTED. WEEDKILL. TRUNCATED DOMES. PROJECT LABOR AGREEMENTS.

ONYX PAVING CO., INC.

(Project Manager)

ACCEPTANCE (By Owner, Agent, or General Contractor)

COMPANY _____

BY _____

DATE _____



ONYX PAVING COMPANY, INC.
2890 E. LA CRESTA AVE. ~ ANAHEIM, CA 92806
714/ 632-6699 ~ FAX: 714/ 632-1883
CA LIC #630360-A * D.I.R. #1000004798 * S.B.E. #1753955

BERNARDS, INC.
 555 FIRST STREET
 SAN FERNANDO, CA 91340

818/ 898-1521

818/ 898-4909

ATTN: JAMIE PACE

MCKINNA E.S. - 1611 S. J STREET, OXNARD

*"Proposal is strictly based and relies upon Contractor's status as a Non-Union Contractor.
 This proposal is not valid if this project is Union, A PLA, or PSA, or you are a Union Contractor."*

CHANGE ORDER

RE-STRIPE EXISTING SOUTHEAST PARKING LOT & INSTALL PARKING BUMPERS.

\$8,500.00

Rod Webber

6/18/2020

ROD WEBBER

rodw@onyxpaving.net

ALL MATERIAL QUOTED IS SUBJECT TO PRICE ESCALATION BASED UPON THE CURRENT PRICE OF ASPHALT/ROCK BASE. ANY APPLICABLE MATERIAL PRICE INCREASE BEYOND THE "VALID THROUGH" DATE WILL BE ADDED TO THE BASE RATE PER TON OF THE MATERIAL TYPE QUOTED.

EXCLUSIONS: Unless Specifically Noted Above - SUBGRADE TO BE MINIMUM, +/-0.10' OR TO REQUIRED PERCENTAGE BY OTHERS. SUBGRADE PREPARATION, SCARIFICATION, FINE GRADING OR COMPACTION. ENGINEERING, STAKING, SURVEYING, TESTING OR INSPECTIONS. WATER, WATER METERS OR FLOOD TESTING. SAWCUTTING, REMOVALS, COLD PLANING, IMPORT/EXPORT OF FILL MATERIALS. COST OF DISPOSAL OF MATERIALS IF PETROMAT IS FOUND UNDER EXISTING PAVEMENT. REMOVE OF EXCESS SOIL BELOW . ADJUSTING OF VALVES, MANHOLES OR UTILITIES AND PATCHING FOR SAME. TRENCH PATCHING OR PATCHING FOR OTHER TRADES. PRIME COAT, FOG SEAL, SEAL COAT, STRIPING, SIGNAGE, BUMPERS, FIRE DEPARTMENT STRIPING, BLACK OUT EXISTING STRIPING AND CRACK FILLERS. NOT RESPONSIBLE FOR DAMAGE TO NEWLY PLACED SEAL COAT CAUSED BY POWER STEERING, TIRE SCUFFING OR IRRIGATION RUN-OFF. CORING OF CONCRETE FOR INSTALLATION OF SIGNPOSTS. OFFSITE WORK, TEMPORARY STRIPING AND CAT TRACKING, TRAFFIC CONTROL. ROCK BASE UNDER-ASPHALT/CONCRETE AND CONCRETE WORK. HEADER BOARD. CLEANING OF PAVEMENT OTHER THAN WITH POWER BLOWERS. PERMITS, BONDS, PREVAILING WAGE RATES AND FEES. PRICE EXCLUDES NIGHTTIME WEEKEND OR HOLIDAY WORKS UNLESS OTHERWISE NOTED. WEEDKILL. TRUNCATED DOMES. PROJECT LABOR AGREEMENTS.

ONYX PAVING CO., INC.
 (Project Manager)

ACCEPTANCE (By Owner, Agent, or General Contractor)
 COMPANY _____

BY _____

DATE _____



HOURLY LABOR COST RATES

Sub/Contractor:	Onyx Paving Company, Inc.	Trade:	Asphalt Paving
Date:	1/27/2020	Classification:	Laborer Group 1
Project:	McKinna ES	Union :	<input type="checkbox"/> Non Union: <input checked="" type="checkbox"/>
Rate Effective Through:	June 30, 2020		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 35.24	\$ 52.86	\$ 70.48
Vacation & Holiday Accrual	\$ 4.87	\$ 4.87	\$ 4.87
Hourly Taxable Wage Costs Subtotal	\$ 40.11	\$ 57.73	\$ 75.35
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security 6.20%	\$ 2.18	\$ 3.28	\$ 4.37
Medicare 1.45%	\$ 0.51	\$ 0.77	\$ 1.02
FUTA 1.20%	\$ 0.42	\$ 0.63	\$ 0.85
SUI 6.20%	\$ 2.18	\$ 3.28	\$ 4.37
State Disability Insurance 1.00%	\$ 0.35	\$ 0.53	\$ 0.70
Workers Compensation Insurance (if Applicable)	\$ -	\$ -	\$ -
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 5.66	\$ 8.48	\$ 11.31
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.47	\$ 7.47	\$ 7.47
Pension & Retirement (or equivalent)	\$ 8.90	\$ 8.90	\$ 8.90
Training (or equivalent)	\$ 0.69	\$ 0.69	\$ 0.69
Hourly Benefits Subtotal	\$ 17.06	\$ 17.06	\$ 17.06
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 62.83	\$ 83.27	\$ 103.72

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:	Onyx Paving Company, Inc.	Trade:	Asphalt Paving
Date:	1/27/2020	Classification:	Laborer Group 2
Project:	McKinna ES	Union :	<input type="checkbox"/> Non Union: <input checked="" type="checkbox"/>
Rate Effective Through:	June 30, 2020		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 35.79	\$ 53.69	\$ 71.58
Vacation & Holiday Accrual	\$ 4.87	\$ 4.87	\$ 4.87
Hourly Taxable Wage Costs Subtotal	\$ 40.66	\$ 58.56	\$ 76.45
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security 6.20%	\$ 2.22	\$ 3.33	\$ 4.44
Medicare 1.45%	\$ 0.52	\$ 0.78	\$ 1.04
FUTA 1.20%	\$ 0.43	\$ 0.64	\$ 0.86
SUI 6.20%	\$ 2.22	\$ 3.33	\$ 4.44
State Disability Insurance 1.00%	\$ 0.36	\$ 0.54	\$ 0.72
Workers Compensation Insurance (if Applicable)	\$ -	\$ -	\$ -
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 5.74	\$ 8.62	\$ 11.49
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.47	\$ 7.47	\$ 7.47
Pension & Retirement (or equivalent)	\$ 8.90	\$ 8.90	\$ 8.90
Training (or equivalent)	\$ 0.69	\$ 0.69	\$ 0.69
Hourly Benefits Subtotal	\$ 17.06	\$ 17.06	\$ 17.06
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 63.46	\$ 84.23	\$ 105.00

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:	Onyx Paving Company, Inc.	Trade:	Asphalt Paving
Date:	1/27/2020	Classification:	Laborer Group 4
Project:	McKinna ES	Union :	<input type="checkbox"/> Non Union: <input checked="" type="checkbox"/>
Rate Effective Through:	June 30, 2020		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.89	\$ 56.84	\$ 75.78
Vacation & Holiday Accrual	\$ 4.87	\$ 4.87	\$ 4.87
Hourly Taxable Wage Costs Subtotal	\$ 42.76	\$ 61.71	\$ 80.65
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security 6.20%	\$ 2.35	\$ 3.52	\$ 4.70
Medicare 1.45%	\$ 0.55	\$ 0.82	\$ 1.10
FUTA 1.20%	\$ 0.45	\$ 0.68	\$ 0.91
SUI 6.20%	\$ 2.35	\$ 3.52	\$ 4.70
State Disability Insurance 1.00%	\$ 0.38	\$ 0.57	\$ 0.76
Workers Compensation Insurance (if Applicable)	\$ -	\$ -	\$ -
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 6.08	\$ 9.12	\$ 12.16
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.47	\$ 7.47	\$ 7.47
Pension & Retirement (or equivalent)	\$ 8.90	\$ 8.90	\$ 8.90
Training (or equivalent)	\$ 0.69	\$ 0.69	\$ 0.69
Hourly Benefits Subtotal	\$ 17.06	\$ 17.06	\$ 17.06
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 65.90	\$ 87.89	\$ 109.87

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:	Onyx Paving Company, Inc.	Trade:	Asphalt Paving
Date:	1/27/2020	Classification:	Operating Engineer group 6
Project:	McKinna ES	Union :	<input type="checkbox"/> Non Union: <input checked="" type="checkbox"/>
Rate Effective Through:	June 30, 2020		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.83	\$ 76.25	\$ 101.66
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
Hourly Taxable Wage Costs Subtotal	\$ 54.38	\$ 79.80	\$ 105.21
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security 6.20%	\$ 3.15	\$ 4.73	\$ 6.30
Medicare 1.45%	\$ 0.74	\$ 1.11	\$ 1.47
FUTA 1.20%	\$ 0.61	\$ 0.91	\$ 1.22
SUI 6.20%	\$ 3.15	\$ 4.73	\$ 6.30
State Disability Insurance 1.00%	\$ 0.51	\$ 0.76	\$ 1.02
Workers Compensation Insurance (if Applicable)	\$ -	\$ -	\$ -
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.16	\$ 12.24	\$ 16.32
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
Hourly Benefits Subtotal	\$ 23.80	\$ 23.80	\$ 23.80
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.34	\$ 115.83	\$ 145.33

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:	Onyx Paving Company, Inc.	Trade:	Asphalt Paving
Date:	1/27/2020	Classification:	Operating Engineer group 8
Project:	McKinna ES	Union :	<input type="checkbox"/> Non Union: <input checked="" type="checkbox"/>
Rate Effective Through:	June 30, 2020		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.94	\$ 76.41	\$ 101.88
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
Hourly Taxable Wage Costs Subtotal	\$ 54.49	\$ 79.96	\$ 105.43
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security 6.20%	\$ 3.16	\$ 4.74	\$ 6.32
Medicare 1.45%	\$ 0.74	\$ 1.11	\$ 1.48
FUTA 1.20%	\$ 0.61	\$ 0.92	\$ 1.22
SUI 6.20%	\$ 3.16	\$ 4.74	\$ 6.32
State Disability Insurance 1.00%	\$ 0.51	\$ 0.76	\$ 1.02
Workers Compensation Insurance (if Applicable)	\$ -	\$ -	\$ -
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.18	\$ 12.26	\$ 16.35
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
Hourly Benefits Subtotal	\$ 23.80	\$ 23.80	\$ 23.80
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.47	\$ 116.02	\$ 145.58

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 |



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
P: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

CHANGE EVENT #062 - Trench Credit Phase 2

Origin:		Created By:	Cristin Destito
Date Created:	6/18/2020	Scope:	Out of Scope
Status:	Field Proceed	Change Reason:	
Type:	Quoted Price		
Description:	Our quoted price for the referenced change is stated above.		

CE 62 - Trench Credit Phase 2

Attached is back-up to support this additional scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:

Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system.

Any weather proofing or sealing of exterior penetrations for water intrusion.

Any fire proofing or sealing complete.

Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM

Any and all parts and labor not specifically listed above or within.

Any abatement including asbestos removal or containment.

Any permits or fees.

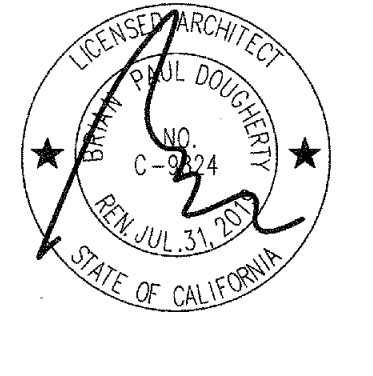
Any costs associated with the design, engineering (including wet stamps), or approval process.

Any access panels.

Attachments: [📎 Trench Credit SUMMARY.pdf](#), [📎 2281 E201_ ELECTRICAL SITE PLAN Rev.0 \(1\).pdf](#)

CHANGE EVENT LINE ITEMS

Cost Code	Cost Type	Vendor / Contract	Prime PCO	ROM	RFQ	Commit.	Budget Mod.
				\$11,507.00			
Grand Totals			\$0.00	\$11,507.00	\$0.00	\$0.00	\$0.00



PACIFIC ENGINEERS GROUP
Consulting Electrical Engineers
2710 W. Magnolia Blvd., Suite 205
Burbank, CA 91505
(818) 246-7180
FAX: (818) 783-9180 Y17-024

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET
OXNARD, CA 93033

JOB 21710.00
SCALE AS NOTED
PM DM
DATE 3/15/2018

ELECTRICAL SITE PLAN

COSTA MESA OAKLAND
www.dougherty.us

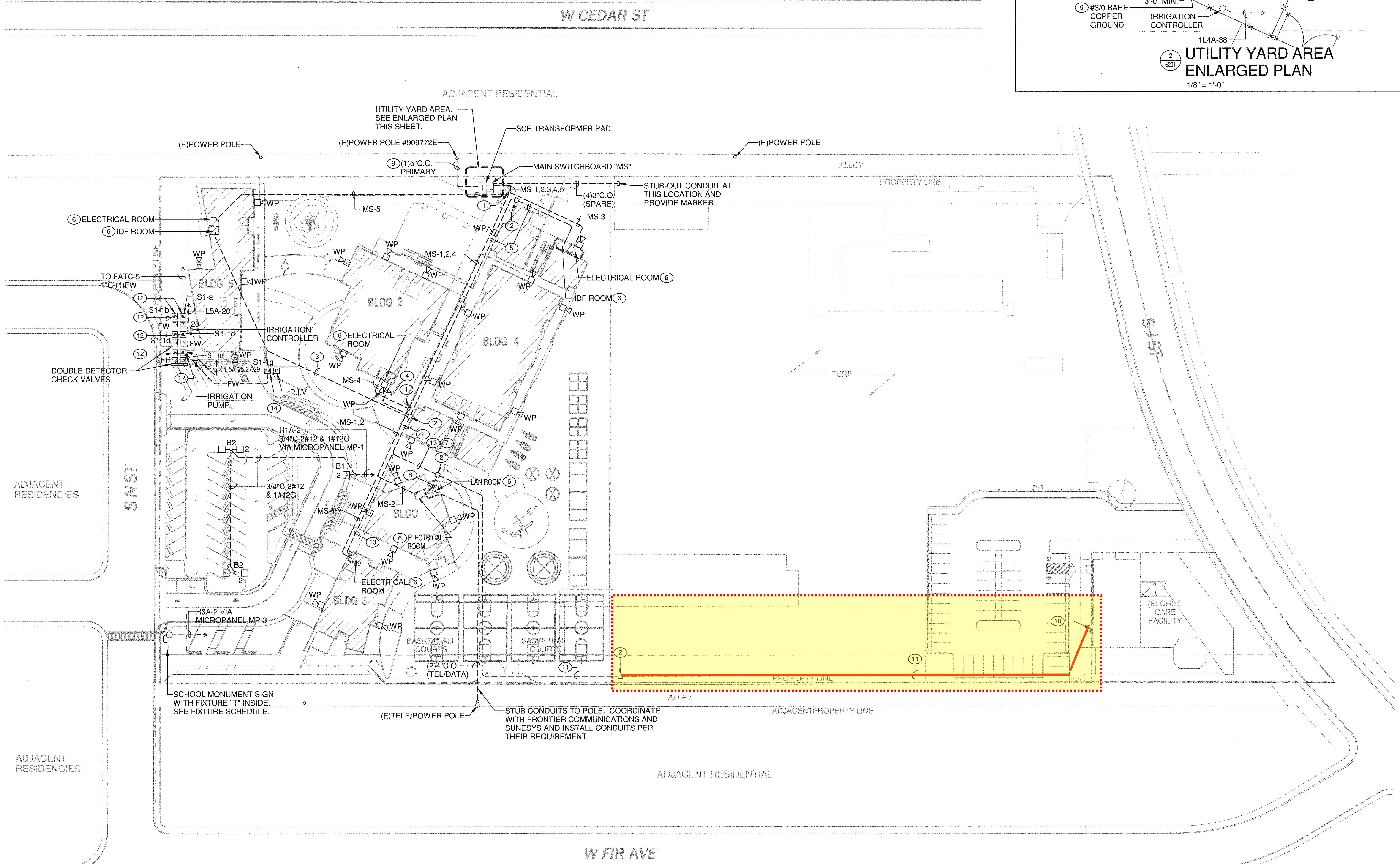
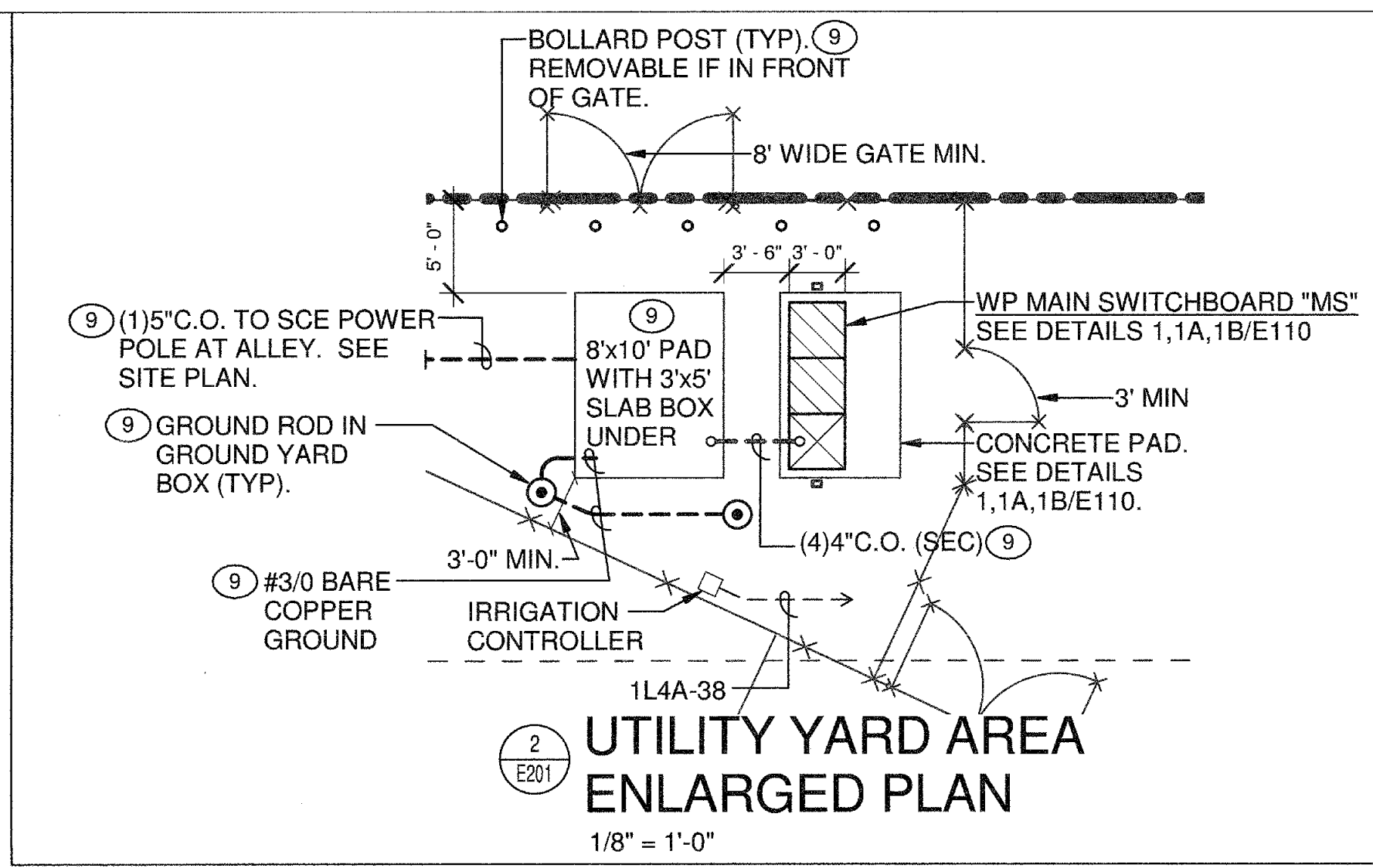
E201

KEYED NOTES

- 2'x3'x3'D MIN UNDERGROUND CONCRETE PULLBOX WITH STEEL TRAFFIC COVER MARK "POWER". SEE DETAIL 9/E110.
- 4'x4'x3'D MIN UNDERGROUND CONCRETE PULLBOX WITH STEEL TRAFFIC COVER MARK "SIGNAL". SEE DETAIL 9/E110.
- 3" C, (1) DFO (DATA); 2" C, (1) T6 (TEL); 2" C, 3#12 (CLOCK); 2" C, (1) FW, (1) N, (1) V (FA); 2" C, (1) SC (SEC); 2" C.O. (EMS); 2" C-(2) DW (LTG CONTROL); (1) 2" C.O. SPARE.
- 3" C, (2) DFO (DATA); 2" C, (1) T6 (TEL); 2" C, 3#12 (CLOCK); 2" C, (2) FW, (2) N, (2) V (FA); 2" C, (2) SC (SEC); 2" C.O. (EMS); 2" C-(2) DW (LTG CONTROL); (1) 2" C.O. SPARE.
- 3" C, (2) DFO (DATA); 2" C, (1) T6 (TEL); 2" C, 3#12 (CLOCK); 2" C, (1) FW, (1) N, (1) V (FA); 2" C, (1) SC (SEC); 2" C.O. (EMS); 2" C-(2) DW (LTG CONTROL); (1) 2" C.O. SPARE.
- TERMINATE CONDUITS TO RESPECTIVE CABINETS, PANELS OR HEADEND EQUIPMENT INSIDE ELECTRIC ROOM AND/OR IDF/LAN ROOM. SEE ENLARGED PLANS ON E406 & E407.
- 3" C, (4) DFO (DATA); 2" C, (3) T6 (TEL); 2" C, 6#12 (CLOCK); 2" C, (2) FW, (2) N, (2) V (FA); 2" C, (2) SC (SEC); 2" C.O. (EMS); 2" C-(2) DW (LTG CONTROL); (1) 2" C.O. SPARE.
- 4" C, (5) DFO (DATA); 2" C, (4) T6 (TEL); 2" C, 3#12 (CLOCK); 2" C, (3) FW, (3) N, (3) V (FA); 2" C, (3) SC (SEC); 2" C.O. (EMS); (2) 2" C.O. SPARE.
- COORDINATE WITH SCE AND INSTALL CONDUITS, BOLLARDS AND/OR EQUIPMENT PER SCE REQUIREMENT.
- WP 24"x24"x8"D SIGNAL PULLBOX; WP 18"x18"x6"D PULLBOX (FA).
- (1) 3" C.O. AND (7) 2" C.O. SPARES FOR FUTURE SIGNAL SYSTEMS.
- PROVIDE MONITOR MODULES AND CONNECT TO DDCV TAMPER SWITCHES. SEE CIVIL DRAWINGS FOR EXACT LOCATION OF DDCV.
- 3" C, (1) DFO (DATA); 2" C, (1) T6 (TEL); 2" C, 3#12 (CLOCK); 2" C, (1) FW, (1) N, (1) V (FA); 2" C, (1) SC (SEC); 2" C.O. (EMS); 2" C-(1) DW (LTG CONTROL); (1) 2" C.O. SPARE.
- PROVIDE CONTROL MONITOR MODULE AND CONNECT TO TAMPER SWITCH OF P.I.V.

GENERAL NOTES

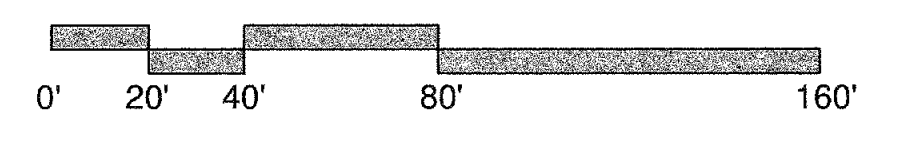
- UNDERGROUND POWER & SIGNAL CONDUITS DUCTBANK SHOWN ON THIS SITE PLAN SHALL BE 27" MIN. BELOW FINISH GRADE. SEE "CONDUIT DUCT BANK" DETAIL 3/E111 FOR CONDUIT INSTALLATION.
- RUN UNDERGROUND CONDUITS BELOW BUILDING FOUNDATION.
- UNDERGROUND CONDUITS SHALL BE 12" AWAY FROM ANY OTHER UNDERGROUND UTILITY CONDUITS; i.e. GAS, SEWER, WATER, ETC.
- UNDERGROUND CABLES INSTALLED IN UNDERGROUND CONDUITS SHALL BE WET LOCATION TYPE CABLES.
- SEE ONE LINE DIAGRAM ON SHEET FOR FEEDER SIZE CORRESPONDING TO FEEDER DESIGNATION SHOWN ON THIS SITE PLAN



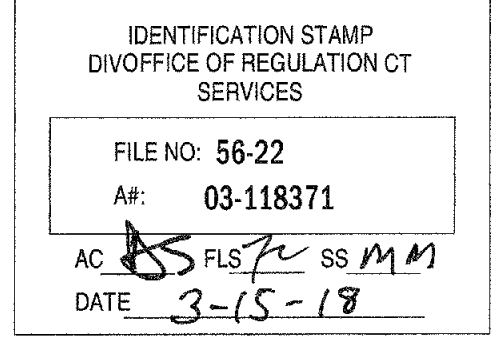
UTILITY SERVICE PLANNERS

- A. POWER SERVICE**
GLENN GORSS
SOUTHERN CALIFORNIA EDISON COMPANY (SCE)
10060 TELEGRAPH ROAD
VENTURA, CA 93004
TEL # (805) 603-8061
- B. TELEPHONE SERVICE**
ROBERT MUGSGROVE
FRONTIER COMMUNICATIONS
201 FLYNN ROAD
CAMARILLO, CA 93102
TEL # (805) 388-2240
- C. DATA SERVICE**
ROBERT SANTOS
SUNESYS
226 N. LINCOLN AVE
CORONA, CA 92881
OFF. TEL # (951) 278-0400 x3117
CP # (951) 235-6021

SPECIAL NOTE:
PRIOR TO COMMENCING ANY UNDERGROUND UTILITY INSTALLATIONS OR STARTING FOUNDATION EXCAVATIONS, THE CONTRACTOR SHALL PRODUCE A COMPREHENSIVE COORDINATION DRAWING OF THE PROPOSED SYSTEMS INSTALLATIONS WITH PROPOSED PIPING LOCATIONS AND PROPOSED DEPTH OF PIPING INSTALLATION. CROSSING POINTS OF PIPING SYSTEMS SHALL INDICATE SEPARATION DISTANCES FOR FULL COORDINATION AND MAINTENANCE OF GRAVITY OPERATED DRAINAGE AND WASTE SYSTEMS. IN ADDITION TO PIPING SYSTEMS, UNDERGROUND ELECTRICAL ENCASED CONDUIT RUNS SHALL ALSO BE INDICATED WITH CROSSING POINTS AND SEPARATIONS IDENTIFIED. ALL UNDERGROUND UTILITIES SHALL BE COORDINATED AND ADJUSTED WITH THE CONCRETE FOUNDATION LAYOUT AND DEPTHS TO COMPLY WITH ALL SEPARATION REQUIREMENTS BETWEEN UTILITY INSTALLATIONS AND FOOTING LOCATIONS. THIS COORDINATION WILL REQUIRE ADJUSTMENT IN THE DEPTHS OF UTILITY INSTALLATIONS, LOCATIONS OF UTILITY RUNS, AND DEPTHS OF UNDERGROUND CONCRETE PULLBOXES. THERE WILL BE NO ADDITIONAL COSTS TO THE PROJECT FOR THIS REQUIRED COORDINATION AND ADJUSTMENT WORK SCOPE.



ELECTRICAL SITE PLAN (ELEC) A10
1" = 40'-0"



Anderson Charnesky Structural Steel, Inc.

Members of The American Subcontractors Association, Inc.

CHANGE ORDER REQUEST

Project Name: **McKinna Elementary School Reconstruction**
 Project No.: **1643**
 Contract with: **Bernards**

C.O.R. No.: **12**
 ACSS JOB No.: **652418**
 Date: **February 18, 2020**

Description of Change: **Add per RFI #391 Response**

Labor

TYPE	HOURS	RATE	AMOUNT
Apprentice		\$ -	\$ -
Journeyman	43	\$ 87.72	\$ 3,772.12
Foreman		\$ -	\$ -
Detailing	4	\$ 79.00	\$ 316.00
Shop	40	\$ 65.00	\$ 2,600.00
Delivery	1	\$ 900.00	\$ 900.00
Sub Pay	3	\$ 75.00	\$ 225.00
Sub Total			\$ 7,813.12
Travel/Subs.			\$ -
Total			\$ 7,813.12

Equipment

TYPE	HOURS	RATE	AMOUNT
Welding Machin	1	\$ 450.00	\$ 450.00
Rigging Truck		\$ -	\$ -
Coring		\$ -	\$ -
Torch		\$ -	\$ -
Magnetic Drill		\$ -	\$ -
Lift	8	\$ 150.00	\$ 1,200.00
Scissor Lift		\$ -	\$ -
Crane		\$ -	\$ -
Sub Total			\$ 1,650.00
Fuel Surcharge @ 6%			\$ 72.00
Total			\$ 1,722.00

Material

TYPE	QTY.	PRICE	AMOUNT
Steel	1	\$ 725.00	\$ 725.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Sub Total			\$ 725.00
Sales Tax			\$ -
Total			\$ 725.00

Deductive Costs

TYPE	HRS/QTY	RATE	AMOUNT
Field Time		\$ -	\$ -
Shop Time		\$ -	\$ -
All		\$ -	\$ -
Material		\$ -	\$ -
Equipment		\$ -	\$ -
Delivery		\$ -	\$ -
Sub Total			\$ -
Mark-up @ 5%			\$ -
Total			\$ -

Subcontractors

TYPE	QTY.	RATE	AMOUNT
Field Time		\$ -	\$ -
Laborer		\$ -	\$ -
All		\$ -	\$ -
Material		\$ -	\$ -
Equipment		\$ -	\$ -
Mark-up		\$ -	\$ -
Sub Total			\$ -

Requested Amount

1. Labor Total	\$ 7,813.12
2. Equipment Total	\$ 1,722.00
3. Material Total	\$ 725.00
4. Deductive Cost Total	\$ -
5. Subcontractors Total	\$ -
Sub Total (Items 1-5)	\$ 10,260.12
Mark-up	\$ 1,539.02
Bond (delete if not required)	\$ -

Total Request Amount for Change Order No. 12 (rounded to the nearest dollar) \$ 11,799.00

This change order Pricing will be honored for thirty (30) business days; within this time the Owner or General Contractor, shall submit in writing to Anderson Charnesky Structural Steel, Inc. a written Directive Request to "Proceed" for the issuance of a formal Change Order for the Work described within.

Anderson Charnesky Structural Steel, Inc. will not proceed nor order any materials required for this Work until a written notice to proceed has been received.

All changes, additions or deletions in the Work ordered in writing by the Owner or General Contractor shall be deemed to be a part of the Work and shall be performed and furnished in accordance with all the terms and provisions of the Subcontract Documents. All Change Order Work performed by Anderson Charnesky Structural Steel, Inc. will be invoiced and paid along with the contractual work

Misc 1 (3)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	
1	ITEM	QTY	DESCRIPTION	W/F	LTH	C/W	DHR	FM	SHR	EHR	EQP	FRT	SPTOT	TOTL	TOTW	MSCT	GCST	PCST	MSubT	TAX	MTOT	DCST	FCST	SCST	LCST	ECST	ToTLC	TOTAL	
2												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
3												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
4		27	wall brackets	12	1	0.70	4		40	27	1200	450	1650	27	324	227		129.6	356	32	388	316	0	2600	13	2368	5297	7336	
5		81	anchors	1	1	3.60				16	450	450	900	81	81	292		2.43	294	26	320	0	0	0	3	1404	1407	2627	
6		3	subs									0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	225	
7												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
8												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
9												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
10												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
11												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
12												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
13												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
14												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
15												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
16												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
17												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
18												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
19												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
20												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
21												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
22												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
23												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
24												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
25												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
26												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
27												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
28												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
29												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
30												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
31												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
32												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
33												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
34												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
35					2		4	0	40	43	1650	900	2550	108	405	518	0	132	650	59	709	316	0	2600	16	3772	6704	10188	

Anderson Charnesky Structural Steel, Inc.

Members of The American Subcontractors Association, Inc.

CHANGE ORDER REQUEST

Project Name: **McKinna Elementary School Reconstruction**
 Project No.: **1643**
 Contract with: **Bernards**

C.O.R. No.: **13**
 ACSS JOB No.: **652418**
 Date: **February 18, 2020**

Description of Change: **Added material per Marquee Sign Plan**
See attached sheets from Detail Plans (ME6004, M6004, mp6006)

Labor

TYPE	HOURS	RATE	AMOUNT
Apprentice		\$ -	\$ -
Journeyman		\$ -	\$ -
Field Measure	2	\$ 93.05	\$ 186.10
Detailing	12	\$ 79.00	\$ 948.00
Shop	40	\$ 65.00	\$ 2,600.00
Delivery	1	\$ 712.00	\$ 712.00
Sub Pay		\$ -	\$ -
Sub Total			\$ 4,446.10
Travel/Subs.			\$ -
Total			\$ 4,446.10

Equipment

TYPE	HOURS	RATE	AMOUNT
Welding Machine		\$ -	\$ -
Rigging Truck		\$ -	\$ -
Coring		\$ -	\$ -
Torch		\$ -	\$ -
Magnetic Drill		\$ -	\$ -
Lift		\$ -	\$ -
Scissor Lift		\$ -	\$ -
Crane		\$ -	\$ -
Sub Total			\$ -
Fuel Surcharge @ 6%			\$ -
Total			\$ -

Material

TYPE	QTY.	PRICE	AMOUNT
Steel	1	\$ 2,062.00	\$ 2,062.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Sub Total			\$ 2,062.00
Sales Tax			\$ -
Total			\$ 2,062.00

Deductive Costs

TYPE	HRS/QTY	RATE	AMOUNT
Field Time		\$ -	\$ -
Shop Time		\$ -	\$ -
All		\$ -	\$ -
Material		\$ -	\$ -
Equipment		\$ -	\$ -
Delivery		\$ -	\$ -
Sub Total			\$ -
Mark-up @ 5%			\$ -
Total			\$ -

Subcontractors

TYPE	QTY.	RATE	AMOUNT
Field Time		\$ -	\$ -
Laborer		\$ -	\$ -
All		\$ -	\$ -
Material		\$ -	\$ -
Equipment		\$ -	\$ -
Mark-up		\$ -	\$ -
Sub Total			\$ -

Requested Amount

1. Labor Total	\$ 4,446.10
2. Equipment Total	\$ -
3. Material Total	\$ 2,062.00
4. Deductive Cost Total	\$ -
5. Subcontractors Total	\$ -
Sub Total (Items 1-5)	\$ 6,508.10
Mark-up	\$ 976.22
Bond (delete if not required)	\$ -

Total Request Amount for Change Order No. 13 (rounded to the nearest dollar) \$ 7,484.00

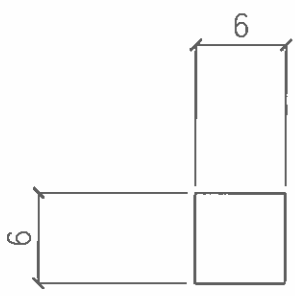
This change order Pricing will be honored for thirty (30) business days; within this time the Owner or General Contractor, shall submit in writing to Anderson Charnesky Structural Steel, Inc. a written Directive Request to "Proceed" for the issuance of a formal Change Order for the Work described within.

Anderson Charnesky Structural Steel, Inc. will not proceed nor order any materials required for this Work until a written notice to proceed has been received.

All changes, additions or deletions in the Work ordered in writing by the Owner or General Contractor shall be deemed to be a part of the Work and shall be performed and furnished in accordance with all the terms and provisions of the Subcontract Documents. All Change Order Work performed by Anderson Charnesky Structural Steel, Inc. will be invoiced and paid along with the contractual work

Misc 2

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	
1	ITEM	QTY	DESCRIPTION	W/F	LTH	C/W	DHR	FM	SHR	EHR	EQP	FRT	SPTOT	TOTL	TOTW	MSCT	GCST	PCST	MSubT	TAX	MTOT	DCST	FCST	SCST	LCST	ECST	ToTLC	TOTAL	
2												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
3												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
4		2	hss6x6x1/2	36	24	0.70	12	2	12			712	712	48	1728	1210		51.84	1261	114	1375	948	186.1	780	69	0	1983	4070	
5		40	studs	1	1	2.00			3			0	0	40	40	80		1.2	81	7	89	0	0	195	2	0	197	285	
6		8	l3x3	8	9	0.56			8			0	0	72	576	323		17.28	340	31	370	0	0	520	23	0	543	913	
7		8	l3x3	8	1	0.56			8			0	0	8	64	36		1.92	38	3	41	0	0	520	3	0	523	564	
8		8	l3x3	8	1	0.56			3			0	0	8	64	36		1.92	38	3	41	0	0	195	3	0	198	239	
9		2	3/8x6x6	4	1	0.70			3			0	0	2	8	6		0.24	6	1	6	0	0	195	0	0	195	202	
10		4	pl	12	1	0.70			3			0	0	4	48	34		1.44	35	3	38	0	0	195	2	0	197	235	
11												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
12												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
13												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
14												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
15												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
16												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
17												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
18												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
19												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
20												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
21												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
22												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
23												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
24												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
25												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
26												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
27												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
28												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
29												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
30												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
31												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
32												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
33												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
34												0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	
35					38		12	2	40	0	0	712	712	182	2528	1723	0	75.84	1799	162	1961	948	186	2600	101	0	3835	6508	



ONE - PL $\frac{3}{8}$ x 6 x 0'-6" - mp6006

1	M6005A
Qty	Ship Mark

mp6006	PL $\frac{3}{8}$ x 6	0'-6"	.	.
MARK	DESCRIPTION	LENGTH	WEIGHT(lbs)	AREA (in²)
MATERIAL LIST FOR SHOP				
HOLES:	MATERIAL: ASTM A36	CODE#	CLEAN: NONE	SEQ.
RELEASED FOR FABRICATION BY _____	MADE BY: TC	CHKD BY: JB	PAINT: NO PAINT	REV
DATE _____	STRUCTURE: MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION		NOB NUMBER	SHEET NUMBER
	LOCATION: 1611 SOUTH J STREET OXNARD, CA 93030		6524	mp6006

ANDERSON CHARNECKY STRUCTURAL STEEL INC.
353 RISCO CIRCLE, BEAUMONT, CA 92223

PHONE:(909) 769-5700
FAX:(909) 769-5700



HOURLY LABOR COST RATES

Sub/Contractor:	<u>Anderson Charnesky Structural Steel, Inc.</u>	Trade:	<u>Steel</u>
Date:	<u>2/1/2019</u>	Classification:	<u>Iron Worker - Apprentice</u>
Project:	<u>1643 McKinna Elementary School</u>	Union :	<input checked="" type="checkbox"/> Non Union: <input type="checkbox"/>
Rate Effective Through:	<u>01/01/19---06/30/2019</u>		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 36.10	\$ 54.15	\$ 72.20
Vacation & Holiday Accrual	\$ 5.00	\$ 5.00	\$ 5.00
Hourly Taxable Wage Costs Subtotal	\$ 41.10	\$ 59.15	\$ 77.20
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.55	\$ 3.67	\$ 4.79
Medicare	\$ 0.60	\$ 0.86	\$ 1.12
FUI	\$ 2.55	\$ 3.67	\$ 4.79
SUI	\$ 0.36	\$ 0.52	\$ 0.68
Workers Compensation Insurance	\$ 10.45	\$ 10.45	\$ 10.45
General Liability Insurance (If Applicable)	OCIP	OCIP	OCIP
Hourly Payroll Tax & Insurance Subtotal	\$ 16.51	\$ 19.16	\$ 21.82
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 9.70	\$ 9.70	\$ 9.70
Pension & Retirement (or equivalent)	\$ 9.99	\$ 9.99	\$ 9.99
Training (or equivalent)	\$ 0.72	\$ 0.72	\$ 0.72
other union dues (LMCT, IMPACT, WCTF)	\$ 3.72	\$ 3.72	\$ 3.72
Hourly Benefits Subtotal	\$ 24.13	\$ 24.13	\$ 24.13
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 81.73	\$ 102.44	\$ 123.15

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:	<u>Anderson Charnesky Structural Steel, Inc.</u>	Trade:	<u>Steel</u>
Date:	<u>2/1/2019</u>	Classification:	<u>Iron Worker - Journeyman</u>
Project:	<u>1643 McKinna Elementary School</u>	Union :	<input checked="" type="checkbox"/> Non Union: <input type="checkbox"/>
Rate Effective Through:	<u>01/01/19---06/30/2019</u>		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 38.00	\$ 57.00	\$ 76.00
Vacation & Holiday Accrual	\$ 5.00	\$ 5.00	\$ 5.00
Hourly Taxable Wage Costs Subtotal	\$ 43.00	\$ 62.00	\$ 81.00
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.67	\$ 3.84	\$ 5.02
Medicare	\$ 0.62	\$ 0.90	\$ 1.17
FUI	\$ 2.67	\$ 3.84	\$ 5.02
SUI	\$ 0.38	\$ 0.55	\$ 0.71
Workers Compensation Insurance	\$ 10.93	\$ 10.93	\$ 10.93
General Liability Insurance (If Applicable)	OCIP	OCIP	OCIP
Hourly Payroll Tax & Insurance Subtotal	\$ 17.27	\$ 20.07	\$ 22.87
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 9.70	\$ 9.70	\$ 9.70
Pension & Retirement (or equivalent)	\$ 13.32	\$ 13.32	\$ 13.32
Training (or equivalent)	\$ 0.72	\$ 0.72	\$ 0.72
other union dues (LMCT, IMPACT, WCTF)	\$ 3.72	\$ 3.72	\$ 3.72
Hourly Benefits Subtotal	\$ 27.46	\$ 27.46	\$ 27.46
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 87.72	\$ 109.52	\$ 131.32

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:	<u>Anderson Charnesky Structural Steel, Inc.</u>	Trade:	<u>Steel</u>
Date:	<u>2/1/2019</u>	Classification:	<u>Iron Worker - Foreman</u>
Project:	<u>1643 McKinna Elementary School</u>	Union :	<input checked="" type="checkbox"/> Non Union: <input type="checkbox"/>
Rate Effective Through:	<u>01/01/19---06/30/2019</u>		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 41.80	\$ 62.70	\$ 93.60
Vacation & Holiday Accrual	\$ 5.00	\$ 5.00	\$ 5.00
Hourly Taxable Wage Costs Subtotal	\$ 46.80	\$ 67.70	\$ 98.60
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.90	\$ 4.20	\$ 6.11
Medicare	\$ 0.68	\$ 0.98	\$ 1.43
FUI	\$ 2.90	\$ 4.20	\$ 6.11
SUI	\$ 0.41	\$ 0.60	\$ 0.87
Workers Compensation Insurance	\$ 11.90	\$ 11.90	\$ 11.90
General Liability Insurance (If Applicable)	OCIP	OCIP	OCIP
Hourly Payroll Tax & Insurance Subtotal	\$ 18.79	\$ 21.87	\$ 26.43
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 9.70	\$ 9.70	\$ 9.70
Pension & Retirement (or equivalent)	\$ 13.32	\$ 13.32	\$ 13.32
Training (or equivalent)	\$ 0.72	\$ 0.72	\$ 0.72
other union dues (LMCT, IMPACT, WCTF)	\$ 3.72	\$ 3.72	\$ 3.72
Hourly Benefits Subtotal	\$ 27.46	\$ 27.46	\$ 27.46
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 93.05	\$ 117.03	\$ 152.48

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

RFI No.: 437

To: Kevin Griendling
Company: Perkins Eastman Dougherty
Project: McKinna Elementary School Reconstruction

Date: 05-13-20
Discipline: Architectural

Subject: Phase 2 Parking Lot Clarification

Response Requested By: 05-20-2020

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
AD001		

QUESTION

As stated in RFI 436, the existing Child Care Building will be added into the demolition scope. A new parking lot is no longer needed for the Child Care Building.

SUGGESTION

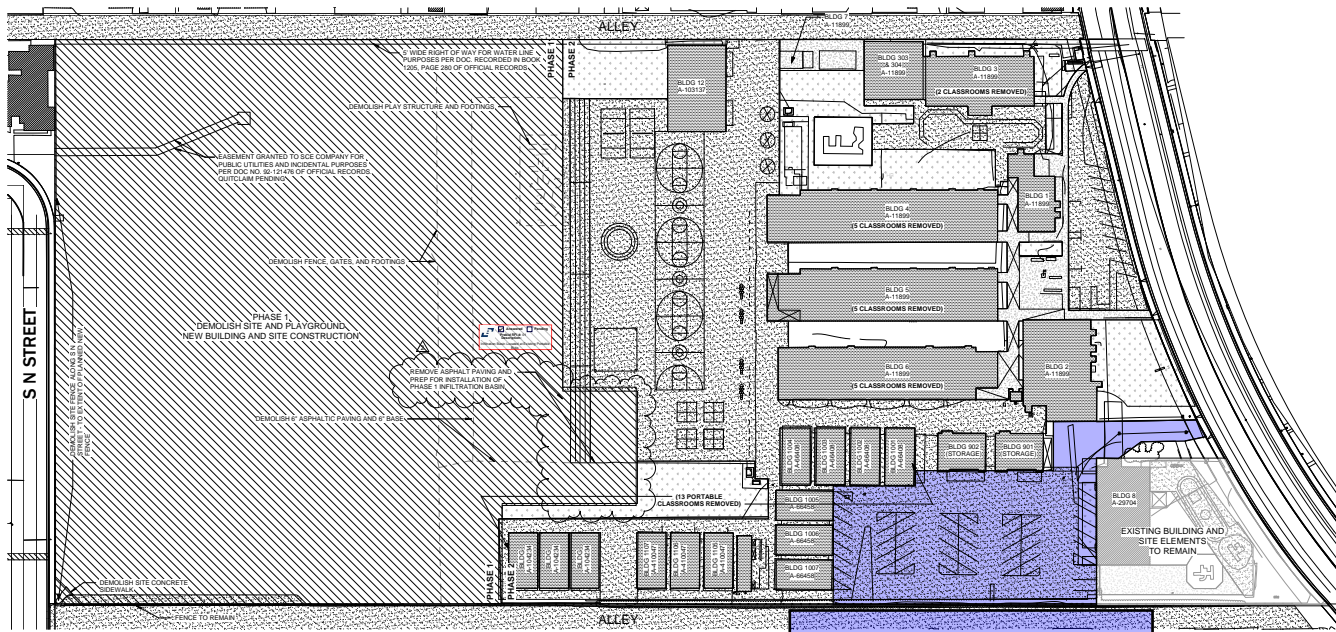
Please confirm the existing parking lot west of the Child Care will remain. The existing driveway from J street will also remain. See page 2 for reference.

ANSWER

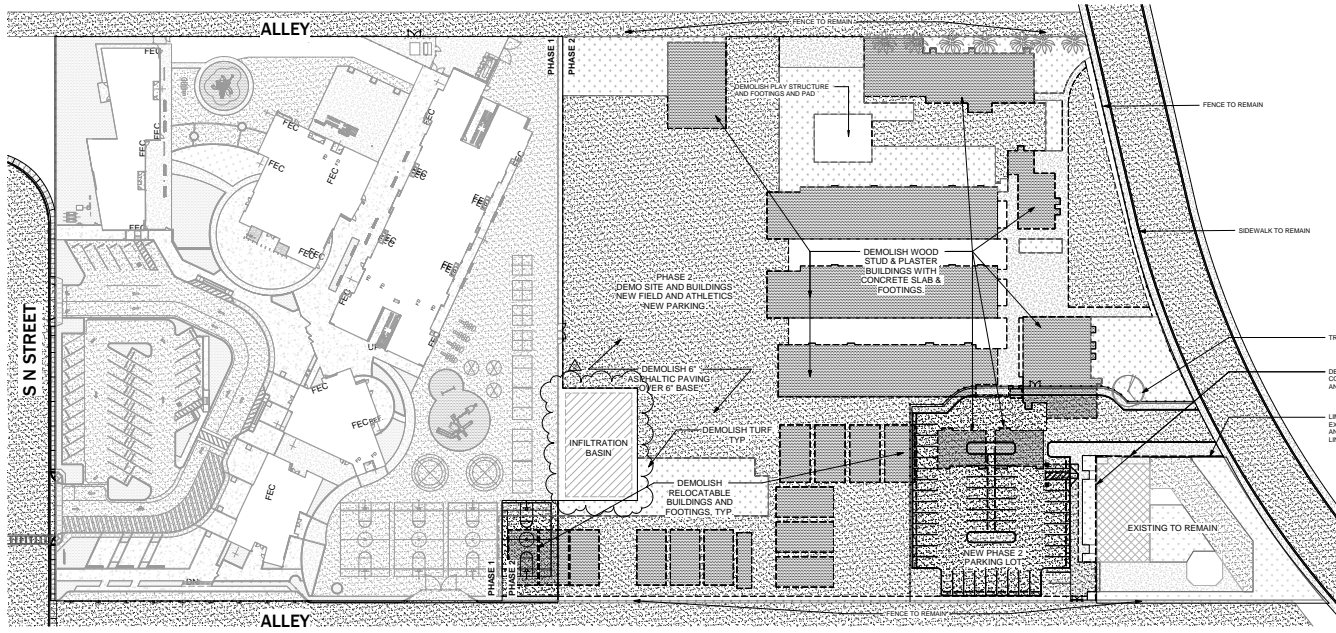
Response Provided By: _____
Name Company Date

Question Initiated By: Mitch Michaelis - Bernards

Submitted By: Mitch Michaelis - Bernards



DEMOLITION - PHASE 1 A5
 1" = 40'-0"



DEMOLITION - PHASE 2 A10
 1" = 40'-0"

DEMOLITION LEGEND

- EXISTING BUILDING
- BUILDING TO BE DEMOLISHED
- AREA OF DEMOLITION
- CONCRETE PAVING OR SLAB TO BE DEMOLISHED
- AC PAVING TO BE DEMOLISHED
- TURF TO BE DEMOLISHED
- BUILDING OR ITEM TO BE REMOVED
- FENCE TO BE REMOVED
- AREA OF WORK BOUNDARY LINE
- PROPERTY LINE

- ### DEMOLITION NOTES
1. CONFIRM ITEMS TO BE SALVAGED WITH OWNER PRIOR TO DEMOLITION.
 2. PROTECT EXISTING BUILDINGS AND UTILITY SERVICES TO CAMPUS BUILDINGS UNTIL NEW BUILDINGS ARE READY TO BE OCCUPIED AND PRIOR TO COMMENCING SITE WORK.
 3. SEE TRANSFORMER AND MAIN SWITCHBOARD ARE TO BE RE-ROUTED TO MAINTAIN SERVICE TO EXISTING BUILDINGS. SEE ELECTRICAL.
 4. ABANDONED UTILITIES SHALL BE REMOVED AT AREAS OF NEW CONSTRUCTION.
 5. REMOVE FOOTINGS AND FOUNDATIONS OF BUILDINGS, SITE STRUCTURES, AND ELEMENTS INDICATED TO BE DEMOLISHED.
 6. COORDINATE WITH OTHER DISCIPLINES FOR DEMOLITION AND UTILITY TRENCHING REQUIRED FOR NEW WORK RELATED TO OFF SITE IMPROVEMENT.
 7. SEE 0002 FOR GENERAL NOTES

DEMOLITION TOTALS

17 STANDARD CLASSROOMS	
13 PORTABLE CLASSROOMS	
TOTAL CLASSROOMS REMOVED:	30

IDENTIFICATION STAMP
 DIVISION OF REGULATION & SERVICES

FILE NO: 56-22
 A#: 03-118371

AT: PAS ___ SS ___
 DATE: _____



MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
 OXNARD SCHOOL DISTRICT
 1611 SOUTH J STREET, OXNARD, CA 93033

PHASING AND DEMOLITION PLAN



COSTA MESA | OAKLAND
 www.dougherty.com

AD001

Arvind Balaji

From: Jaime Pace
Sent: Tuesday, June 23, 2020 10:00 AM
To: Mitch Michaelis
Cc: Terry Root; Arvind Balaji
Subject: FW: McKinna ES - Confirmation Items
Attachments: McKinna ES - Parking Diagram - Selected Option.pdf

Here's what Kevin sent to Mario

Jaime Pace
Project Manager



Please follow us on: [Twitter](#) | [Facebook](#) | [LinkedIn](#) | [YouTube](#)

Please consider the environment before printing this e-mail.

From: Mario Mera <MMera@cfwinc.com>
Sent: Tuesday, June 23, 2020 9:54 AM
To: Jaime Pace <jpace@bernards.com>
Subject: FW: McKinna ES - Confirmation Items

External Mail Source

FYI

From: Kevin Griendling <k.griendling@perkinseastman.com>
Sent: Thursday, June 18, 2020 5:45 PM
To: Mario Mera <MMera@cfwinc.com>
Cc: Diego Matzkin <d.matzkin@perkinseastman.com>
Subject: McKinna ES - Confirmation Items

Good afternoon Mario,

Thanks for confirming a number of items over our conference call today. This email to request a confirmation and execution of design changes to made under additional services 3. We are still awaiting execution of the additional services agreement.

Item 1:

Childcare facility scope:

- Salvage and restripe parking lot AC paving in existing lot
- Maximize parking spaces to a minimum of 46 spaces (to match per current plan, estimated up to 66 spaces can fit)
- Relocate ADA parking stalls to west side of lot
- Redesign sidewalk to collect from the west side
- Revise gate location for sidewalk to new location where ADA parking stalls have been located

- Provide a fence enclosing the existing parking lot, similar to the enclosure we have in the current design
- Remove ECDC, fencing, asphalt and concrete paving, and turf from ECDC yard
- Replace the above items with decomposed granite
- Retain existing trees
- Provide small backflow and remote control box irrigation for existing trees as required

Note: There is a scope diagram attached to this email. This configuration will have vehicular access only from the existing rolling gate in the site property line fence.

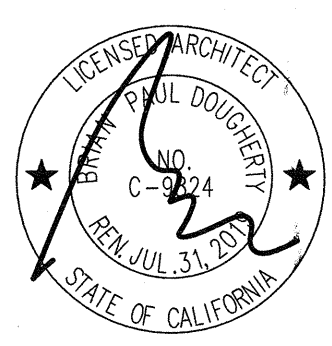
Item 2:

MPR Kitchen Door

- Proceed with the roll-up gate option

Please confirm this is the scope we will proceed with.

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.

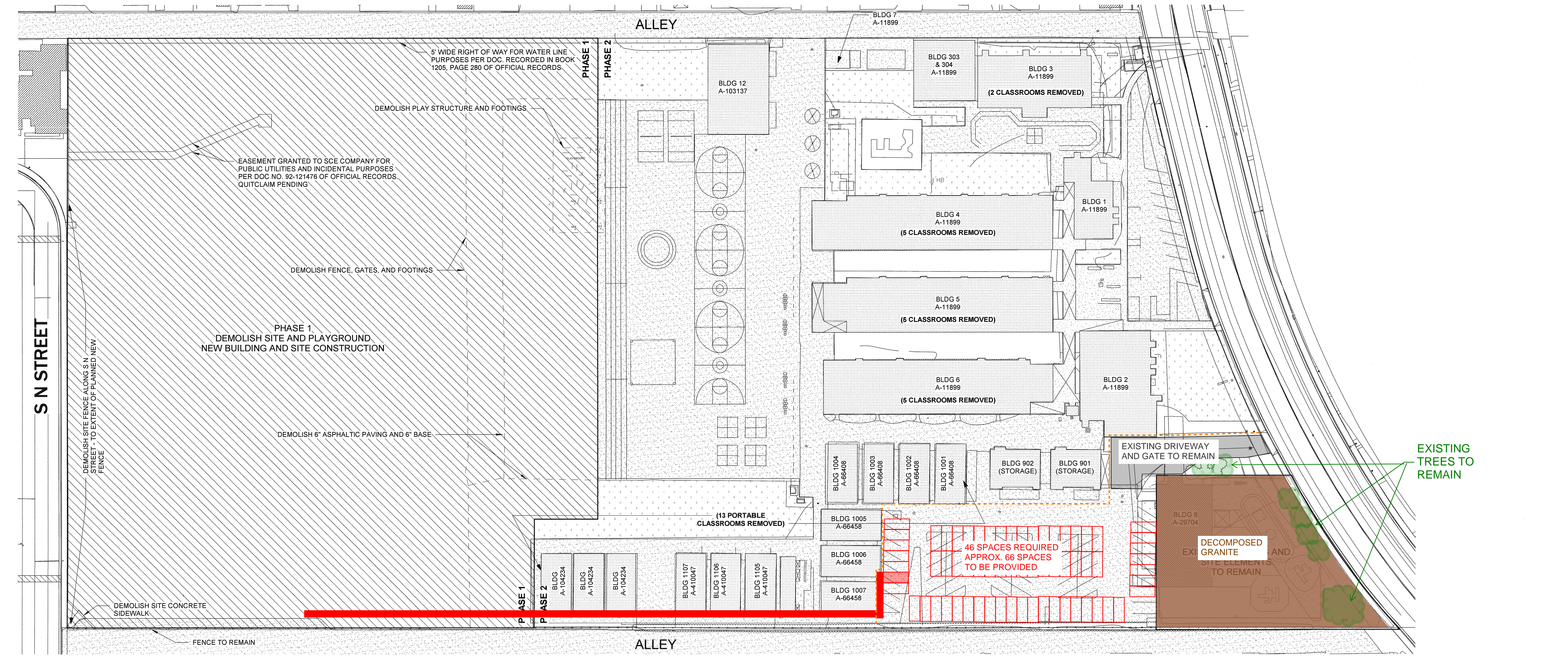


DEMOLITION LEGEND

- EXISTING BUILDING
- BUILDING TO BE DEMOLISHED
- AREA OF DEMOLITION
- CONCRETE PAVING OR SLAB TO BE DEMOLISHED
- AC PAVING TO BE DEMOLISHED
- TURF TO BE DEMOLISHED
- BUILDING OR ITEM TO BE REMOVED
- FENCE TO BE REMOVED
- AREA OF WORK BOUNDARY LINE
- PROPERTY LINE

DEMOLITION NOTES

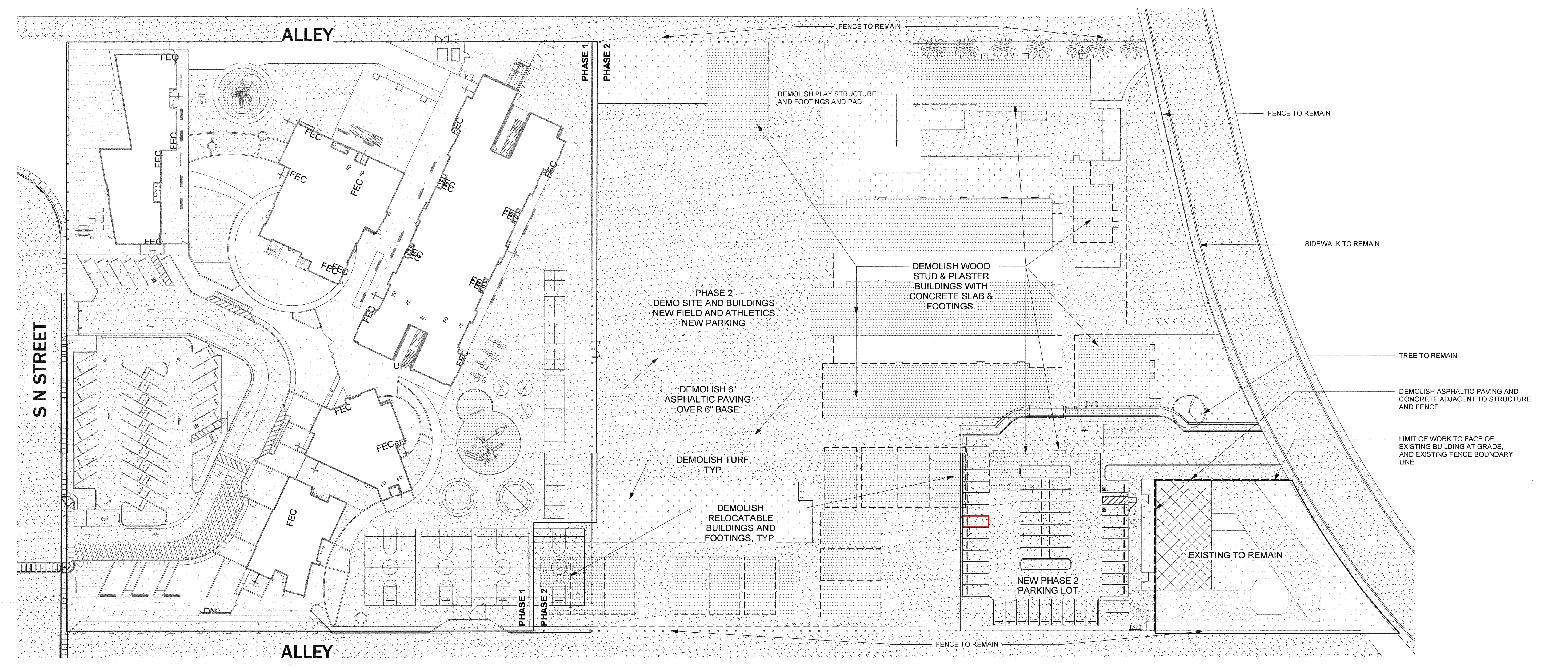
1. CONFIRM ITEMS TO BE SALVAGED WITH OWNER PRIOR TO DEMOLITION.
2. PROTECT EXISTING BUILDINGS AND UTILITY SERVICES TO CAMPUS BUILDINGS UNTIL NEW BUILDINGS ARE READY TO BE OCCUPIED AND PRIOR TO COMMENCING SITE WORK.
3. SCE TRANSFORMER AND MAIN SWITCHBOARD ARE TO BE RE-ROUTED TO MAINTAIN SERVICE TO EXISTING BUILDINGS. SEE ELECTRICAL.
4. ABANDONED UTILITIES SHALL BE REMOVED AT AREAS OF NEW CONSTRUCTION.
5. REMOVE FOOTINGS AND FOUNDATIONS OF BUILDINGS, SITE STRUCTURES, AND ELEMENTS INDICATED TO BE DEMOLISHED.
6. COORDINATE WITH OTHER DISCIPLINES FOR DEMOLITION AND UTILITY TRENCHING REQUIRED FOR NEW WORK RELATED TO OFF SITE IMPROVEMENT.
7. SEE G002 FOR GENERAL NOTES



DEMOLITION - PHASE 1 A5
1" = 40'-0"

DEMOLITION TOTALS

17 STANDARD CLASSROOMS
13 PORTABLE CLASSROOMS
TOTAL CLASSROOMS REMOVED: 30



DEMOLITION - PHASE 2 A10
1" = 40'-0"

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET, OXNARD, CA 93033

PHASING AND DEMOLITION PLAN

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	02/09/2017

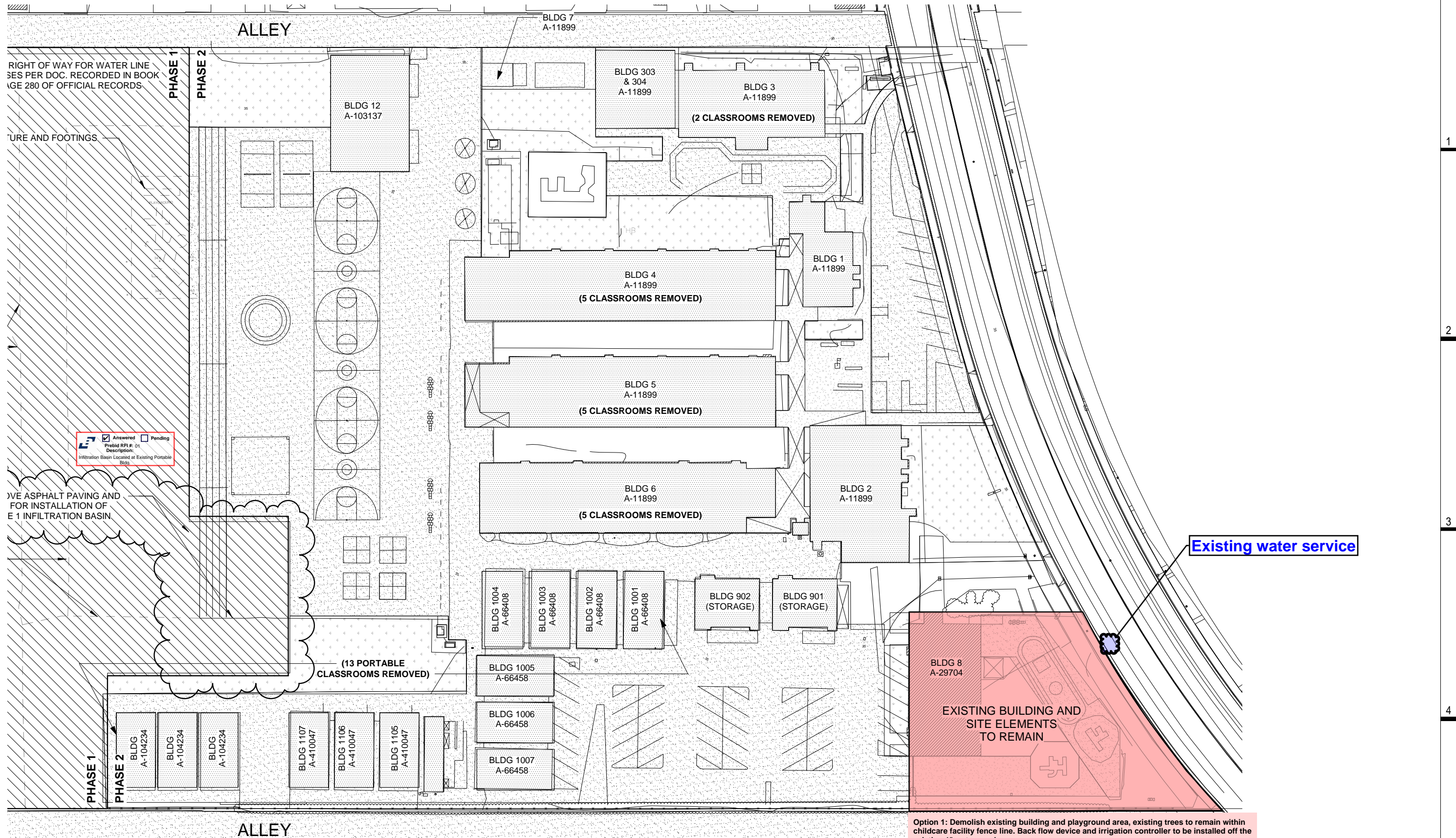
IDENTIFICATION STAMP
DIVISION OF REGULATION CT
SERVICES

FILE NO: 56-22
AR: 03-118371
DATE: 3-15-16



COSTA MESA OAKLAND
www.dougherty.us

AD001



Option 1: Demolish existing building and playground area, existing trees to remain within childcare facility fence line. Back flow device and irrigation controller to be installed off the existing 1" water service.

Option 2: Demolish existing building and site elements, including existing trees.



Arvind Balaji

From: Jaime Pace
Sent: Tuesday, June 23, 2020 10:00 AM
To: Mitch Michaelis
Cc: Terry Root; Arvind Balaji
Subject: FW: McKinna ES - Confirmation Items
Attachments: McKinna ES - Parking Diagram - Selected Option.pdf

Here's what Kevin sent to Mario

Jaime Pace
Project Manager



Please follow us on: [Twitter](#) | [Facebook](#) | [LinkedIn](#) | [YouTube](#)

Please consider the environment before printing this e-mail.

From: Mario Mera <MMera@cfwinc.com>
Sent: Tuesday, June 23, 2020 9:54 AM
To: Jaime Pace <jpace@bernards.com>
Subject: FW: McKinna ES - Confirmation Items

External Mail Source

FYI

From: Kevin Griendling <k.griendling@perkinseastman.com>
Sent: Thursday, June 18, 2020 5:45 PM
To: Mario Mera <MMera@cfwinc.com>
Cc: Diego Matzkin <d.matzkin@perkinseastman.com>
Subject: McKinna ES - Confirmation Items

Good afternoon Mario,

Thanks for confirming a number of items over our conference call today. This email to request a confirmation and execution of design changes to made under additional services 3. We are still awaiting execution of the additional services agreement.

Item 1:

Childcare facility scope:

- Salvage and restripe parking lot AC paving in existing lot
- Maximize parking spaces to a minimum of 46 spaces (to match per current plan, estimated up to 66 spaces can fit)
- Relocate ADA parking stalls to west side of lot
- Redesign sidewalk to collect from the west side
- Revise gate location for sidewalk to new location where ADA parking stalls have been located

- Provide a fence enclosing the existing parking lot, similar to the enclosure we have in the current design
- Remove ECDC, fencing, asphalt and concrete paving, and turf from ECDC yard
- Replace the above items with decomposed granite
- Retain existing trees
- Provide small backflow and remote control box irrigation for existing trees as required

Note: There is a scope diagram attached to this email. This configuration will have vehicular access only from the existing rolling gate in the site property line fence.

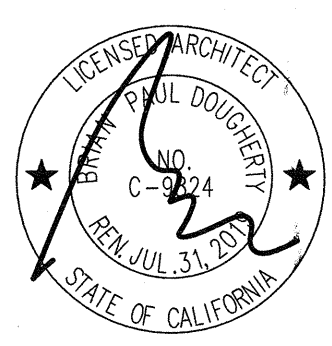
Item 2:

MPR Kitchen Door

- Proceed with the roll-up gate option

Please confirm this is the scope we will proceed with.

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.

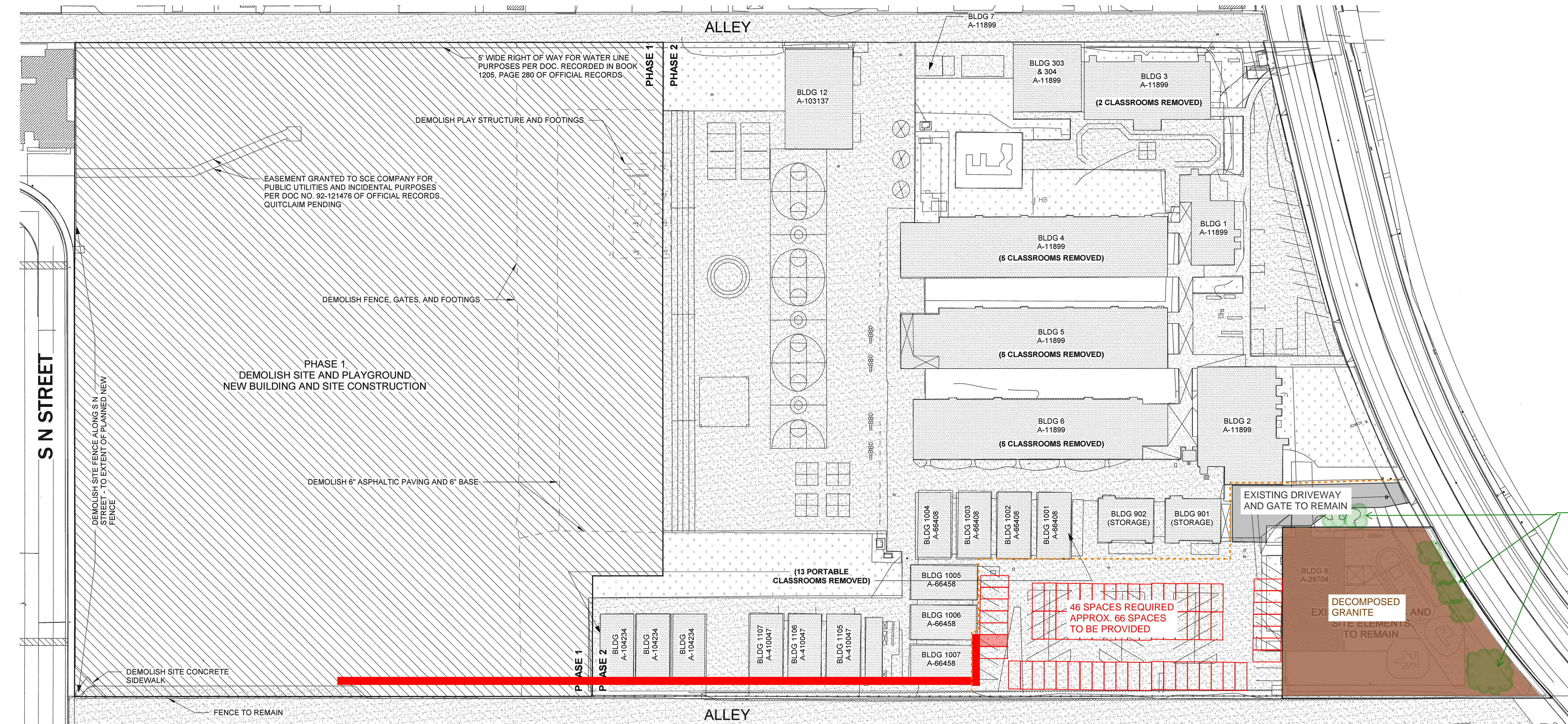


DEMOLITION LEGEND

- EXISTING BUILDING
- BUILDING TO BE DEMOLISHED
- AREA OF DEMOLITION
- CONCRETE PAVING OR SLAB TO BE DEMOLISHED
- AC PAVING TO BE DEMOLISHED
- TURF TO BE DEMOLISHED
- BUILDING OR ITEM TO BE REMOVED
- FENCE TO BE REMOVED
- AREA OF WORK BOUNDARY LINE
- PROPERTY LINE

DEMOLITION NOTES

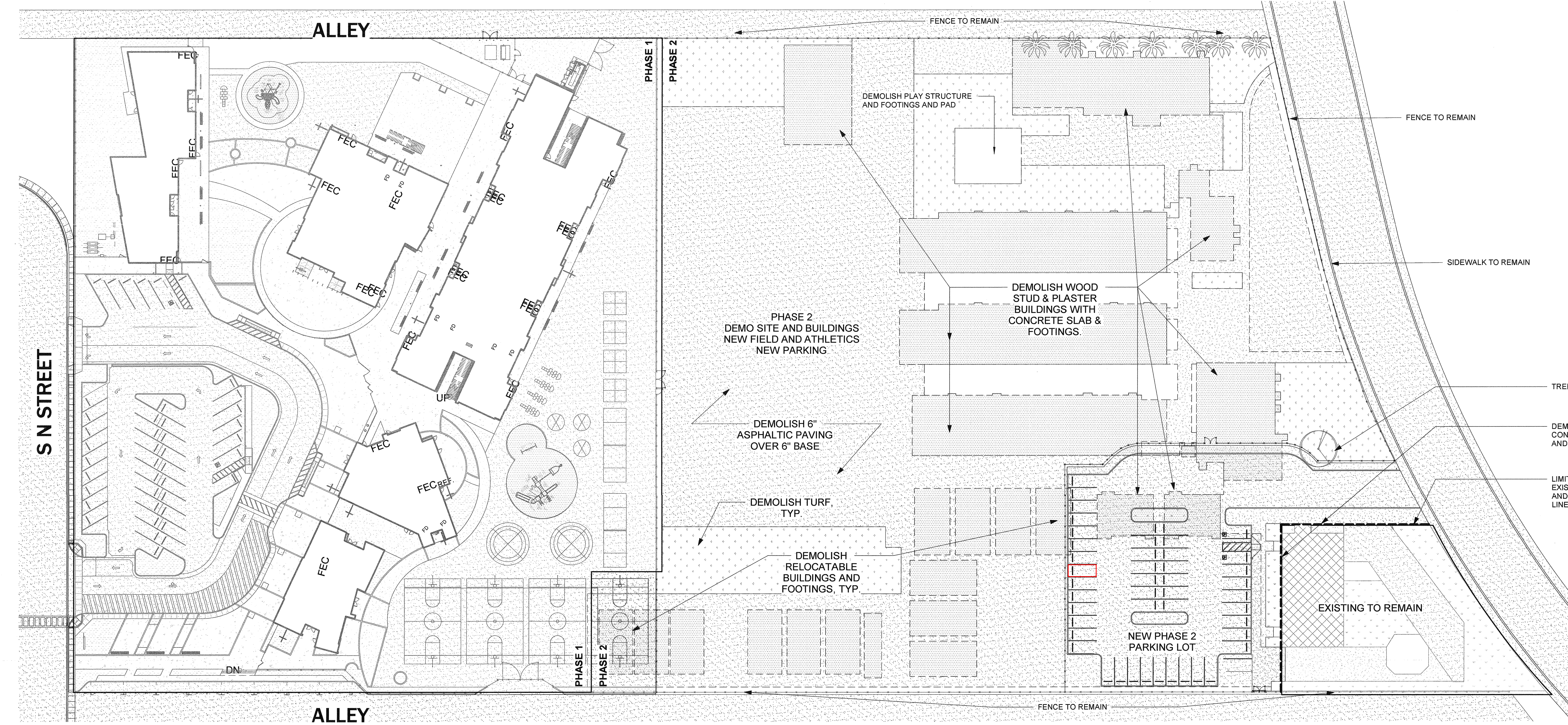
1. CONFIRM ITEMS TO BE SALVAGED WITH OWNER PRIOR TO DEMOLITION.
2. PROTECT EXISTING BUILDINGS AND UTILITY SERVICES TO CAMPUS BUILDINGS UNTIL NEW BUILDINGS ARE READY TO BE OCCUPIED AND PRIOR TO COMMENCING SITE WORK.
3. SCE TRANSFORMER AND MAIN SWITCHBOARD ARE TO BE RE-ROUTED TO MAINTAIN SERVICE TO EXISTING BUILDINGS. SEE ELECTRICAL.
4. ABANDONED UTILITIES SHALL BE REMOVED AT AREAS OF NEW CONSTRUCTION.
5. REMOVE FOOTINGS AND FOUNDATIONS OF BUILDINGS, SITE STRUCTURES, AND ELEMENTS INDICATED TO BE DEMOLISHED.
6. COORDINATE WITH OTHER DISCIPLINES FOR DEMOLITION AND UTILITY TRENCHING REQUIRED FOR NEW WORK RELATED TO OFF SITE IMPROVEMENT.
7. SEE G002 FOR GENERAL NOTES



DEMOLITION - PHASE 1 A5
1" = 40'-0"

DEMOLITION TOTALS

17 STANDARD CLASSROOMS
13 PORTABLE CLASSROOMS
TOTAL CLASSROOMS REMOVED: 30



DEMOLITION - PHASE 2 A10
1" = 40'-0"

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION

OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET, OXNARD, CA 93033

PHASING AND DEMOLITION PLAN

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	02/09/2017

IDENTIFICATION STAMP
DIVISION OF REGULATION CT
SERVICES

FILE NO: 56-22
AR: 03-118371
DATE: 3-15-16



COSTA MESA OAKLAND
www.dougherty.us

AD001



ALLOWANCE ALLOCATION REQUEST

AAR No. 275 R0

Date: 9/20/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

Phase Two Abatement Cost - Additional cost related to the unforeseen abatement required for demolition of existing campus buildings.

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Allowance Offset		
Allowance No. Two - remaining balance credit		-13,766
Allowance No. One - remaining balance credit		-30,000
Allowance No. Three - remaining balance credit		-17,475
Allowance No. Six - remaining balance credit		-66,041
	Subtotal:	-127,282

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Phase Two Unforeseen Abatement	Standard Demolition, Inc	127,282
	Subtotal:	127,282
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Demolition Contractors:
1905 Lirio Ave
Saticoy, CA 93004
www.standard1.com

To: Jaime Pace
Bernards
555 First St.
San Fernando, CA 91340

Phone: 818-898-1521 office
310-909-9763 cell
818-361-9208 fax
E-mail: jp pace@bernards.com

Subject: Cost for unforeseen abatement McKinna ES

Date: 6/4/2020

Quote for additional asbestos abatement

Combined amount of Venterra Change Orders #1, #2, and #3, and per their conditions and exclusions. See attached.....\$110,021
Standard Industries mark up (5%)\$5,501
Additional Standard Industries Supervision (3) weeks. (120) hours\$11,760

Same mobilization as main school demolition
Prevailing wages

Total Extra for Additional Asbestos Abatement.....\$127,282

Does Not Include:

City County and/or State Permits
Hazardous material monitoring or sampling
Protective covers, barricades, delineators
Utility identification or potholing
Sawcutting, coring, or removals for utilities
Removal of perimeter fence

BMPs
SWPPP
Temporary Fencing
Backfill, grading, import
Capping or disconnecting utilities

Nort Colborn
Email nort@standard1.com
Cell 805-207-6140



May 28, 2020

**Standard Industries
Attention: Nort Colborn
1905 Lirio Avenue
Ventura, CA 93004
Phone: 805-643-6669**

CHANGE ORDER 001

**PROJECT ADDRESS: McKinna Elementary School
1611 S J St.
Oxnard, CA 93033**

PROJECT NUMBER: 2880-STI CO1

VenTERRA Environmental Inc. is pleased to submit a proposal to provide all supervision, labor materials, equipment and insurance for abatement per the ATC Group Services LLC Asbestos Survey Report Dated September 22, 2017 located at the above project address as follows:

1. SCOPE OF WORK:

- A. **Building #9:** Remove additional 865 square feet of asbestos containing 9x9 floor tile under plywood sub-floor in room 902A.
- B. All asbestos waste will be properly labeled, containerized and disposed of at an EPA Approved Landfill.
- C. ATC’s onsite asbestos consultant verified floor tile in building.

Owner responsible for:

- Providing electricity and water necessary to perform all work.
- Provide clear access in areas for abatement.
- Provide property owner name and address for manifesting asbestos waste prior to transportation & disposal.

Notices of exclusions to this contract:

- Any third-party monitoring or final air clearances.

2. ISOLATION AND REMOVAL PROCEDURES:

- A. Isolation of the work area/s using layers of 4-mil and/or 6 mil plastic sheeting on walls/floors necessary for appropriate containment of the affected area/s. Vent registers will be sealed with plastic.
- B. A decontamination unit will be set-up at the entrance of work area for employees and authorized visitors to enter and exit the work area.
- C. An air filtration unit with a HEPA filter will be set-up to filter the air in the abatement area in order to reduce the quantity and concentration of airborne asbestos fibers.
- D. The asbestos containing materials will be removed using wet techniques, with amended water. Asbestos materials will be kept wet at all times
- E. After the removal of the asbestos, all the surfaces in the work area will be coated with an E.P.A. approved clear encapsulant.

3. AIR SAMPLING:

Contractor will perform personal air monitoring during the asbestos abatement activities to comply with CAL/OSHA requirements. Air clearance sampling or monitoring is not included in this contract and a third-party agency will need to be contacted if air clearances are desired.

4. DISPOSAL OF THE ASBESTOS WASTE:

All asbestos waste will be double bagged, manifested, transported and disposed of as per Federal, State and Local regulations to an E.P.A. approved landfill.

5. SCHEDULING AND NOTIFICATIONS:

Contractor will complete project # 2880-STI CO1 in 2 working days if there are no unforeseen interruptions. 72 Hours written notice is required for the postponement or cancellation of all works associated within this contract. Failure to notify will result in a charge of \$500.00 regardless of work performed.

6. SCHEDULE OF PAYMENT:

Payment will be due upon completion of work. Property owner is responsible for payment. Any invoices not paid within thirty (30) days of date of invoice, are subject to a service charge of two-and -a-half (2 ½ %) percent compounded monthly until invoice is paid in full.

7. PROPOSAL TOTAL COST:

TOTAL PRICE:.....\$ 5,575.00

Thank you for allowing us the opportunity to be of service. We hope to work with you on this project.

Respectfully,

Keith Baker
Project Manager



June 2, 2020

Standard Industries
Attention: Nort Colborn
1905 Lirio Avenue
Ventura, CA 93004
Phone: 805-643-6669

CHANGE ORDER 002 ROM

PROJECT ADDRESS: McKinna Elementary School
1611 S J St.
Oxnard, CA 93033

PROJECT NUMBER: 2880-STI CO2 ROM

VenTERRA Environmental Inc. is pleased to submit A Rough Order of Magnitude to provide all supervision, labor materials, equipment and insurance for abatement of newly discovered asbestos containing pipe insulation in the enclosed attic space and was **NOT** in the ATC Group Services LLC Asbestos Survey Report Dated September 22, 2017 located at the above project address as follows:

1. SCOPE OF WORK:

- A. **Building #6:** Remove 230 Lineal feet of asbestos containing 6” TSI pipe insulation located in attic and behind bathroom walls.
- B. Clean up of damaged TSI debris from classroom partially demolished.
- C. VTE will remove T-bar ceilings, 12”x 12” ceiling tile above T-bar and remove blown in insulation to access and expose TSI piping.
- D. VTE will wrap pipe with 2 layers 6 mil plastic and glove bag removal procedures will be used to remove the TSI every 10’. Upon completion of glove bagging VTE will cut exposed metal piping with Sawzall and remove pipe from attic space.
- E. **Building #5:** Remove 230 Lineal feet of asbestos containing 6” TSI pipe insulation. located in attic and behind bathroom walls.
- F. VTE will remove T-bar ceilings, 12”x 12” ceiling tile above T-bar and remove blown in insulation to access and expose TSI piping.
- G. VTE will wrap pipe with 2 layers 6 mil plastic and glove bag removal procedures will be used to remove the TSI every 10’. Upon completion of glove bagging VTE will cut exposed metal piping with Sawzall and remove pipe from attic space.
- H. **Building #4:** Remove 230 Lineal feet of asbestos containing 6” TSI pipe insulation. located in attic and behind bathroom walls.
- I. VTE will remove T-bar ceilings, 12”x 12” ceiling tile above T-bar and remove blown in insulation to access and expose TSI piping.
- J. VTE will wrap pipe with 2 layers 6 mil plastic and glove bag removal procedures will be used to remove the TSI every 10’. Upon completion of glove bagging VTE will cut exposed metal piping with Sawzall and remove pipe from attic space.

- K. All asbestos waste will be properly labeled, containerized and disposed of at an approved EPA Approved Landfill.
- L. Price is based on VenTERRA performing the work as described above. Any changes to procedures will be an extra.

Owner responsible for:

- Providing electricity and water necessary to perform all work.
- Provide clear access in areas for abatement.
- Provide property owner name and address for manifesting asbestos waste prior to transportation & disposal.

Notices of exclusions to this contract:

- Any third-party monitoring or final air clearances.

2. ISOLATION AND REMOVAL PROCEDURES:

- A. Isolation of the work using 6 mil plastic sheeting on floors necessary for appropriate drop below work are.
- B. A decontamination unit will be set-up at the entrance of work area for employees and authorized visitors to enter and exit the work area.
- C. An air filtration unit with a HEPA filter will be set-up to filter the air in the abatement area in order to reduce the quantity and concentration of airborne asbestos fibers.
- D. The asbestos containing materials will be removed using wet & glovebag techniques. Asbestos materials will be kept wet at all times
- E. All asbestos waste will be properly labeled, containerized and disposed of at an approved EPA Approved Landfill.

3. AIR SAMPLING:

Contractor will perform personal air monitoring during the asbestos abatement activities to comply with CAL/OSHA requirements. Air clearance sampling or monitoring is not included in this contract and a third-party agency will need to be contacted if air clearances are desired.

4. DISPOSAL OF THE ASBESTOS WASTE:

All asbestos waste will be double bagged, manifested, transported and disposed of as per Federal, State and Local regulations to an E.P.A. approved landfill.

5. SCHEDULING AND NOTIFICATIONS:

Contractor will complete project # 2880-STI CO5 in 10 working days if there are no unforeseen interruptions. 72 Hours written notice is required for the postponement or cancellation of all works associated within this contract. Failure to notify will result in a charge of \$500.00 regardless of work performed.

6. SCHEDULE OF PAYMENT:

Payment will be due upon completion of work.

7. PROPOSAL TOTAL COST:

TOTAL PRICE:.....\$ 57,733.00

Thank you for allowing us the opportunity to be of service. We hope to work with you on this project.

Respectfully,
Jim Mier



June 4, 2020

**Standard Industries
Attention: Nort Colborn
1905 Lirio Avenue
Ventura, CA 93004
Phone: 805-643-6669**

CHANGE ORDER

**PROJECT ADDRESS: McKinna Elementary School
1611 S J St.
Oxnard, CA 93033**

PROJECT NUMBER: 2880-STI CO3

VenTERRA Environmental Inc. is pleased to submit this proposal to provide all supervision, labor, materials, equipment and insurance for the abatement of newly discovered asbestos containing acoustical ceiling texture from exterior walkways that was **NOT** in the ATC Group Services LLC Asbestos Survey Report Dated September 22, 2017 located at the above project address as follows:

1. SCOPE OF WORK:

- A. **Building #6:** Remove 1,368 square feet of asbestos containing acoustical ceiling sprayed on stucco. VTE will remove material and leave wire mesh intact. Some stucco will be left behind after acoustical texture is removed.
- B. Clean up of damaged asbestos containing walkway ceiling stucco from classroom partially demolished.
- C. **Building #5:** Remove 1,368 square feet of asbestos containing acoustical ceiling sprayed on stucco. VTE will remove material and leave wire mesh intact. Some stucco will be left behind after acoustical texture is removed.
- D. **Building #4:** Remove 1,368 square feet of asbestos containing acoustical ceiling sprayed on stucco. VTE will remove material and leave wire mesh intact. Some stucco will be left behind after acoustical texture is removed.
- E. VTE will use full containment, HEPA Filtered exhaust and manual wet removal methods.
- F. All work will be performed from scissor lifts or ladders.
- G. VTE will place 40-yard bin, built into one end of the containment and wheelbarrow all waste into bin lined with 2 layers of 6-mil plastic and burrito wrapped.
- H. All asbestos waste will be properly labeled and disposed of at an approved EPA Approved Landfill.
- I. Price is based on VenTERRA performing the work as described above. Any changes to procedures will be an extra.

Owner responsible for:

- Providing electricity and water necessary to perform all work.
- Provide clear access in areas for abatement.

- Provide property owner name and address for manifesting asbestos waste prior to transportation & disposal.

Notices of exclusions to this contract:

- Any third-party monitoring or final air clearances.

2. ISOLATION AND REMOVAL PROCEDURES:

- A. Full containment, HEPA filtered exhaust & wet removal methods.
- B. A decontamination unit will be set-up at the entrance of work area for employees and authorized visitors to enter and exit the work area.
- C. An air filtration unit with a HEPA filter will be set-up to filter the air in the abatement area in order to reduce the quantity and concentration of airborne asbestos fibers.
- D. The asbestos containing materials will be removed using manual wet removal techniques. Asbestos materials will be kept wet at all times
- E. All asbestos waste will be properly labeled, containerized and disposed of at an approved EPA Approved Landfill.

3. AIR SAMPLING:

Contractor will perform personal air monitoring during the asbestos abatement activities to comply with CAL/OSHA requirements. Air clearance sampling or monitoring is not included in this contract and a third-party agency will need to be contacted if air clearances are desired.

4. DISPOSAL OF THE ASBESTOS WASTE:

All asbestos waste will be double bagged, manifested, transported and disposed of as per Federal, State and Local regulations to an E.P.A. approved landfill.

5. SCHEDULING AND NOTIFICATIONS:

Contractor will complete project # 2880-STI CO5 in 10 working days if there are no unforeseen interruptions. 72 Hours written notice is required for the postponement or cancellation of all works associated within this contract. Failure to notify will result in a charge of \$500.00 regardless of work performed.

6. SCHEDULE OF PAYMENT:

Payment will be due upon completion of work.

7. PROPOSAL TOTAL COST:

TOTAL PRICE:.....\$ 47,713.00

Thank you for allowing us the opportunity to be of service. We hope to work with you on this project.

Respectfully,
Jim Mier
Project Manager



HOURLY LABOR COST RATES

Sub/Contractor: Standard Industries, Inc. **Trade:** Operating Engineer
Date: _____ **Classification:** Group 8
Project: McKinna Elementary School Reconstruction
Rate Effective Through: June 30, 2019 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 48.19	\$ 72.29	\$ 96.38
Vacation & Holiday Accrual	\$ 3.55	\$ 4.84	\$ 4.84
Hourly Taxable Wage Costs Subtotal	\$ 51.74	\$ 77.13	\$ 101.22
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.99	\$ 4.48	\$ 5.98
Medicare	\$ 0.70	\$ 1.05	\$ 1.40
FUI	\$ 0.06	\$ 0.09	\$ 0.12
SUI	\$ 0.42	\$ 0.64	\$ 0.85
Workers Compensation Insurance	\$ 10.19	\$ 10.19	\$ 10.19
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 14.36	\$ 16.44	\$ 18.52
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.45	\$ 11.45	\$ 11.45
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training & other (or equivalent)	\$ 1.39	\$ 1.39	\$ 1.39
Hourly Benefits Subtotal	\$ 22.49	\$ 22.49	\$ 22.49
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 88.59	\$ 116.06	\$ 142.23

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: Standard Industries, Inc. **Trade:** Labor
Date: _____ **Classification:** Group 1
Project: McKinna Elementary School Reconstruction
Rate Effective Through: June 30, 2019 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 34.24	\$ 51.36	\$ 68.48
Vacation & Holiday Accrual	\$ 4.84	\$ 4.84	\$ 4.84
Hourly Taxable Wage Costs Subtotal	\$ 39.08	\$ 56.20	\$ 73.32
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.12	\$ 3.18	\$ 4.25
Medicare	\$ 0.50	\$ 0.74	\$ 0.99
FUI	\$ 0.04	\$ 0.06	\$ 0.08
SUI	\$ 0.30	\$ 0.45	\$ 0.60
Workers Compensation Insurance	\$ 7.24	\$ 7.24	\$ 7.24
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 10.20	\$ 11.68	\$ 13.16
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.32	\$ 7.32	\$ 7.32
Pension & Retirement (or equivalent)	\$ 7.78	\$ 7.78	\$ 7.78
Training & other (or equivalent)	\$ 1.55	\$ 1.55	\$ 1.55
Hourly Benefits Subtotal	\$ 16.65	\$ 16.65	\$ 16.65
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 65.93	\$ 84.53	\$ 103.13

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 |

Arvind Balaji

From: Jaime Pace
Sent: Tuesday, June 9, 2020 5:24 PM
To: Nort at Standard
Cc: Mitch Michaelis; Terry Root; Arvind Balaji
Subject: FW: McKinna - Phase Two - Classroom Building Walkway Soffits Abatement - ROM

Nort, you are good to go as far as authorization.

Thanks

Jaime Pace

Project Manager | McKinna Elementary School | BERNARDS

From: Mario Mera <MMera@cfwinc.com>
Sent: Tuesday, June 9, 2020 4:58 PM
To: Jaime Pace <jpace@bernards.com>
Subject: RE: McKinna - Phase Two - Classroom Building Walkway Soffits Abatement - ROM

External Mail Source

Jaime,

Please proceed with the hazmat abatement work of Acoustical Finish coat over stucco on walkway soffits located at Classroom Buildings 4, 5, & 6 for a Not-to-Exceed cost of \$60,000.

If you have any questions, please do not hesitate to contact me directly.

Sincerely,

Mario Mera

Senior Program Manager – Implementation Services

Caldwell Flores Winters, Inc.

mmera@cfwinc.com | cell: 310.863.2980



CFW Los Angeles Office:
815 Colorado Blvd., Ste. 201,
Los Angeles, CA 90041
office: (323) 202-2552

CFW Oxnard Office:

1901 S. Victoria Ave., Ste. 106
Oxnard, CA 93035
office: (805) 201-0546

CONFIDENTIALITY NOTICE: This email message, including any attachments, from Program Management Integrated Inc. is intended for the official and confidential use of the recipients to whom it is addressed. It contains information that may be confidential, privileged, attorney work product, or otherwise exempted from disclosure under applicable law. If you have received this message in error, be advised that any review, disclosure, use, dissemination, distribution, or reproduction of this message or its contents is strictly prohibited. Please notify the sender of this email immediately by reply email that you have received this message in error, and immediately destroy this message, including any attachments. Thank you in advance for your cooperation.



Please consider the environment before printing this e-mail

From: Jaime Pace <jpace@bernards.com>
Sent: Thursday, June 4, 2020 3:47 PM
To: Mario Mera <MMera@cfwinc.com>
Cc: Scott Burkett <sburkett@cfwinc.com>; Mitch Michaelis <MMichaelis@bernards.com>; Terry Root <TRoot@bernards.com>; Arvind Balaji <ABalaji@bernards.com>
Subject: McKinna - Phase Two - Classroom Building Walkway Soffits Abatement - ROM

Mario, based upon the additional testing (email below) performed by ACT at the (3) Classroom Building Walkway Soffits, there appears to be a need for abatement in the range of an additional 4,000 SF of Acoustical Finish coat over stucco on walkway soffits at Classroom Buildings 4, 5, & 6.

The ROM associated for the additional scope to preform abatement at the (3) locations will be \$60,000. Please provide authorization to proceed as soon as possible in order to reduce cost being incurred due to work stoppage in this area of the campus. Thank you for you cooperation.

Jaime Pace
Project Manager



555 First Street | San Fernando, CA 91340
T 818.898.1521 | C 310.909.9763
W www.bernards.com | E jpace@bernards.com

Please follow us on: [Twitter](#) | [Facebook](#) | [LinkedIn](#) | [YouTube](#)

Please consider the environment before printing this e-mail.

From: Stephen Drengson <stephen.drengson@atcgs.com>
Sent: Wednesday, June 3, 2020 1:59 PM
To: Keith Baker <keith@vtenv.com>; Terry Root <TRoot@bernards.com>
Cc: mmera@cfwinc.com
Subject: McKinna ES

External Mail Source

Terry and Keith,

Yesterday ATC collected additional samples of TSI, Acoustical finish coat, and blown in insulation. Laboratory results are attached for your reference.

We reported the following quantities to the district as additional scope items that need to be removed prior to demolition:

1. 865 SF of 9"x9" floor tile in room 901
2. 4,000 SF of Acoustical Finish coat over stucco on overhangs (Buildings 4, 5, & 6)
3. 600 LF of Thermal Systems Insulation on pipe (Buildings 4, 5, & 6)

If you don't agree with the items and quantities listed above, or you have observed any additional suspect material, please let us know right away. Mario is reaching out to the district with these findings and related costs for consideration. Keith suggests that these additional scope items could be taken care of in 3 additional weeks so I based our additional monitoring schedule on 3 weeks. Please keep me in the loop with the updated schedule for monitoring purposes and a copy of any modified notifications.

Thank you

Stephen Drengson | PROGRAM MANAGER | **ATC Group Services LLC**
Office +1 323 517 9780 | Direct +1 323 517 9650 | Cell +1 323 767 4548



25 Cupania Circle | Monterey Park, CA 91755
stephen.drengson@atcgs.com | www.atcgroupservices.com

This email and its attachments may contain confidential and/or privileged information for the sole use of the intended recipient(s). If you are not the intended recipient, any use, distribution or copying of the information contained in this email and its attachments is strictly prohibited. If you have received this email in error, please notify the sender by replying to this message and immediately delete and destroy any copies of this email and any attachments. The views or opinions expressed are the author's own and may not reflect the views or opinions of ATC.



CHANGE ORDER REQUEST

Project: McKinna Elementary School Reconstruction

COR No. 277 R0

Date: 9/20/2020

DESCRIPTION OF WORK

J Street Parking Lot Lighting

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	38,143
	Standard Demolition, Inc	3,200
	Subtotal:	41,343
Contractual Costs		
Fee		2,134
Subcontract Default Insurance		496
CCIP		523
Contractor Bond		318
	Subtotal:	3,471
Total Change Order Request Amount:		44,814

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



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Change Order Request #041: CE #063 - Solar Parking Lot Lights

TO:	Oxnard School District 1051 South A Street Oxnard California, 93030	FROM:	Bernards 555 1st St San Fernando, California, 91340
PCO NUMBER/REVISION:	041 / 0	CONTRACT:	1 - McKinna Elementary School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Joel Cerda (Taft Electric Company)
STATUS:	Pending - Not Proceeding	CREATED DATE:	9/3 /2020
REFERENCE:		FIELD CHANGE:	No
SCHEDULE IMPACT:		LOCATION:	
		TOTAL AMOUNT:	\$38,143.00

POTENTIAL CHANGE ORDER TITLE: CE #063 - Solar Parking Lot Lights

CHANGE REASON: Client Request

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

CE #063 - Solar Parking Lot Lights

Our quoted price for the referenced change is stated above.

Installation of four (4) solar powered parking lot lights, per client request

Attached is back-up to support this additional scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:

- Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system.
- Any weather proofing or sealing of exterior penetrations for water intrusion.
- Any fire proofing or sealing complete.
- Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
- Any and all parts and labor not specifically listed above or within.
- Any abatement including asbestos removal or containment.
- Any permits or fees.
- Any costs associated with the design, engineering (including wet stamps), or approval process.
- Any access panels.

ATTACHMENTS:

[TEC PCO #41 Solar Powered Parking Lot Lights.pdf](#)

Job ID: 2281 MCKINNA COR
Project: 2281 McKinna COR



2 Sep 2020 15:43:56

Region: CE 63 SOLAR PARKING LOT LIGHTS

Item #	Qty	U/M	Q/M	Size	Description	Mat Result	Lab Result
390004	2.00	EA	M	MEDIUM	CONCRETE POLE BASE - RAISED	5,625.00	21.00
390003	2.00	EA	M		CONCRETE POLE BASE - FLUSH	3,375.00	15.00
23	4.00	EA	M	20 ft	LIGHT POLES	11,000.00	24.00
390443	2.00	EA	M		ADD PER DELIV TICKET (TRUCK) IF PW JOB	360.00	
						20,360.00	60.00

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: McKinna Reconstruction JOB# 2281 TEC CR#: _____
 CUST RFP#: _____

STRAIGHT TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$100.72
FOREMAN	1.00	\$97.66
JOURNEYMAN	1.00	\$90.45
APPRENTICE	0.00	\$77.83
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$94.06

SHIFT WORK CALCULATIONS

CLASS	HOURS	RATE
Superintendent	1.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

* THE ABOVE RATES ARE IN EFFECT UNTIL 7/27/2020

The minimum rate of wages shall be:

ZONE A WAGES

effective dates	12/28/15	8/1/16+	12/26/16+	7/31/17+	1/1/18+	7/30/18+	12/31/18+	7/29/19+	12/30/19+	7/27/20+
Journeyman Wireman	40.61	41.11	41.81	42.31	42.96	43.51	44.21	44.81	45.51	46.11
Journeyman Wireman (when cable splicing 110%)	44.67	45.22	45.99	46.54	47.26	47.86	48.63	49.29	50.06	50.72
Foreman (111.3%)	45.20	45.76	46.53	47.09	47.81	48.43	49.21	49.87	50.65	51.32
General Foreman (122.6%)	49.79	50.40	51.26	51.87	52.67	53.34	54.20	54.94	55.80	56.53
**Transportation Systems										
Technician (75%)	30.46	30.83	31.36	31.73	32.22	32.63	33.16	33.61	34.13	34.58

Apprentices indentured BEFORE September 30, 2012

APPRENTICES	Cost Description	Rate per Hour	Journeyman	Foreman	General Foreman	9+	7/27/20+
	Regular Pay		\$46.11	\$51.32	\$53.53		
First Year	Vacation	\$0.00	\$0.00	\$0.00	\$0.00	93	16.14
	FICA	7.65%	\$3.53	\$3.93	\$4.10	20	18.44
Second Year	Medicare	1.45%	\$0.67	\$0.74	\$0.78	76	23.06
	Liability Insurance	11.90%	\$5.49	\$6.11	\$6.37	03	25.36
Third Year	SDI	1.20%	\$0.55	\$0.62	\$0.64	31	27.67
	State Unemployment (SUTA)	6.20%	\$2.86	\$3.18	\$3.32	58	29.97
Fourth Year	Federal Unemployment (FUTA)	0.80%	\$0.37	\$0.41	\$0.43	86	32.28
	Workers Comp.	5.17%	\$2.38	\$2.65	\$2.77	13	34.58
Fifth Year	Health & Welfare	\$8.46	\$8.46	\$8.46	\$8.46	68	39.19
Apprentices indentured	Local Pension	\$16.64	\$16.64	\$16.64	\$16.64		
	Training Fund	\$1.00	\$1.00	\$1.00	\$1.00		
APPRENTICES	NAT. Pension	3.00%	\$1.38	\$1.54	\$1.61	9+	7/27/20+
	N.E.I.F.	1.00%	\$0.46	\$0.51	\$0.54		
First Year	LMCC	\$0.55	\$0.55	\$0.55	\$0.55	20	18.44
	Union Burden		\$28.49	\$28.70	\$28.79	48	20.75
Second Year	Safety	0.00%	\$0.00	\$0.00	\$0.00	76	23.06
Third Year	Small Tools	0.00%	\$0.00	\$0.00	\$0.00	31	27.67
Fourth Year						86	32.28
Fifth Year	Total Cost Straight Time		\$90.45	\$97.66	\$100.72	68	39.19

+ Contact I.B.E.W. Local 952 or L.A. NECA to confirm current wage and benefit rates.

Joel Cerda

From: Karrie L. Theis <ktheis@cedventura.com>
Sent: Tuesday, August 11, 2020 8:06 AM
To: Andrew Valentine; Joel Cerda
Subject: FW: Mckinna ES: Phase 2 Existing Parking Lot
Attachments: bls10a_spec.pdf; bls10a_installation.pdf; SOLAR OUTDOOR LIGHTING TIPS.pdf; pole-sss-quick-ship.pdf

Categories: [Inbox/2281 McKinna/2281 COR], CC Defer

Joel/Andrew

See below and attached - here is a Mar Vista Sales solution. I have reached out to another rep to see what they have as well. If they come back with anything soon I will send over.

Acuity # **SSS QS 20 4C T20 DNAXD** **\$ 515.00 each**

- 20' square straight steel pole
- 2 3/8" tenon on top
- Natural aluminum finish
- Ships to **arrive** in 21 working days

Beghelli # **BLS-10A** **\$ 2235.00 each**

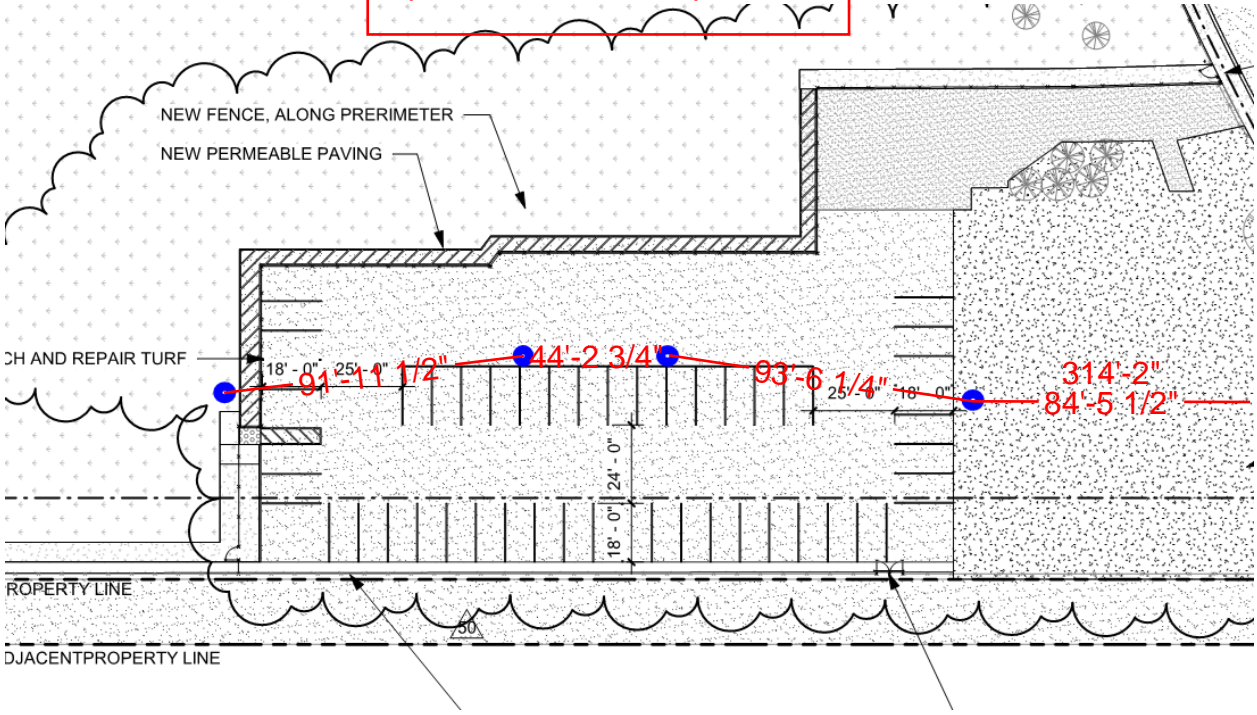
- 72 watts
- 8000 lumens
- 6500 kelvin
- IP65 rated
- Type 2 distribution
- Lithium Ion battery included (Li-Ion)
- Night light sensor included
- 3 year warranty
- Fits over a 2.75" OD pipe
- Ships in 5 days from Miramar, Florida
- Beghelli recommends mounting from 20' to 25'

Plus Freight Plus Tax

Thanks

Karrie Theis | Project Manager
CED ROYAL VENTURA
1807 Palma Drive
Ventura CA 93003
C: (805) 276-2661
O: (805) 642-0361
Email: ktheis@cedventura.com

2 poles in the asphalt area
2 poles outside the asphalt area



FEATURES & SPECIFICATIONS

INTENDED USE — Only customers in USA are eligible for this program.

Square Straight Steel is a general purpose light pole for up to 25-foot mounting heights. This pole provides a robust yet cost effective option for mounting area lights and floodlights.

CONSTRUCTION — **Pole Shaft:** The pole shaft is of uniform dimension and wall thickness and is made of a weldable-grade, hot-rolled, commercial-quality steel tubing with a minimum yield of 55 KSI (11-gauge, .12"), or 50 KSI (7-gauge, .18"). Shaft is one-piece with a full-length longitudinal high-frequency electric resistance weld. Uniformly square in cross-section with flat sides, small corner radii and excellent torsional qualities. Available shaft widths are 4" and 5".

Pole Top: A flush non-metallic black top cap is provided for all poles ordered without a tenon.

Handhole: A reinforced handhole with grounding provision is provided at 18" from the base on side A. Every handhole includes a cover and cover attachment hardware. The handhole has a nominal dimension of 2.5" x 5".

Base Cover: A color matched durable ABS plastic two-piece full base cover, is provided with each pole assembly.

Anchor Base/ Bolts: Anchor base is fabricated from steel that meets ASTM A36 standards. Anchor bolts are manufactured to ASTM F1554 Standards grade 55, (55 KSI minimum yield strength and tensile strength of 75-95 KSI). Top threaded portion (nominal 12") is hot-dipped galvanized per ASTM A-153.

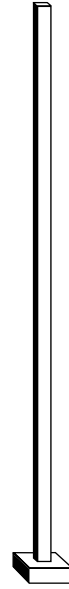
HARDWARE — All structural fasteners are high-strength galvanized carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

FINISH — Exterior parts are protected by a TGIC or Urethane polyester powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures superior adhesion as well as a minimum finish thickness of 3 mils. Extra durable standard powder-coat finishes include Dark Bronze, Black and Natural Aluminum colors.

WARRANTY — 1-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

NOTE: Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

Catalog Number
Notes
Type



SSS QS

SQUARE STRAIGHT STEEL – QUICK SHIP

ORDERING INFORMATION

Example: SSS QS 20 4C DM19AS DDBXD

SSS	QS							
Series	Quick Ship	Pole Length (FT)		Nominal shaft size/ wall thickness ¹	Mounting	Finish		Options
SSS	QS	10	10'	4C 4" / 11 Gauge	<u>Tenon mounting</u>	DDBXD	Dark bronze	L/AB Less anchor bolts (Include when anchor bolts are not provided)
		12	12'	4G 4" / 7 Gauge	PT Open top (includes top cap)	DBLXD	Black	
		14	14'	5C 5" / 11 Gauge	T20 2-3/8" O.D. (2" NPS)	DNAXD	Natural aluminum	
		16	16'	5G 5" / 7 Gauge				
		18	18'		<u>DSX/R SX Drill mounting²</u>			
		20	20'		DM19AS 1 at 90°			
		25	25'		DM28AS 2 at 180°			
					DM29AS 2 at 90°			
					DM39AS 3 at 90°			
					DM49AS 4 at 90°			

PROGRAM RULES:

- Only options listed in the ordering tree are valid for the Quick Ship program.
- Nomenclature must include "QS" after "SSS" to be qualified for Quick Ship.
Example: SSS QS 20 4C DM19AS DDBXD
- Total order quantity cannot exceed 10 poles.
- Anchor bolts will be shipped separately.
- Quick Ship orders cannot have "Not Before Date" or "Ship Date".
- Quick ship orders cannot have standard pole lines.
- All pole orders must include "Call Before Number" to avoid delays.

NOTES:

- Wall thickness will be signified with a "C" (11 Gauge) or a "G" (7-Gauge) in nomenclature. "C" - 0.12" | "G" - 0.18".
- Refer to the luminaire spec sheet for the correct drilling template pattern and orientation compatibility.

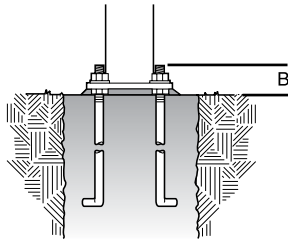
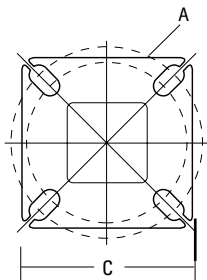
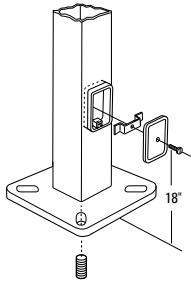
Square Straight Steel Poles – QUICK SHIP

TECHNICAL INFORMATION — EPA (ft²) with 1.3 gust

Catalog Number	Nominal Shaft Length (ft.)	Pole Shaft Size (Base in. x Top in. x ft.)	Wall thick (in)	Gauge	EPA (ft ²) with 1.3 gust						Bolt circle (in)	Bolt size (in. x in. x in.)	Approximate ship weight (lbs.)
					80 MPH	Max. weight	90 MPH	Max. weight	100 MPH	Max. weight			
SSS QS 10 4C	10	4.0 x 10.0	0.1196	11	30.6	765	23.8	595	18.9	473	8-9	3/4 x 18 x 3	75
SSS QS 12 4C	12	4.0 x 12.0	0.1196	11	24.4	610	18.8	470	14.8	370	8-9	3/4 x 18 x 3	90
SSS QS 14 4C	14	4.0 x 14.0	0.1196	11	19.9	498	15.1	378	11.7	293	8-9	3/4 x 18 x 3	100
SSS QS 16 4C	16	4.0 x 16.0	0.1196	11	15.9	398	11.8	295	8.9	223	8-9	3/4 x 18 x 3	115
SSS QS 18 4C	18	4.0 x 18.0	0.1196	11	12.6	315	9.2	230	6.7	168	8-9	3/4 x 18 x 3	125
SSS QS 20 4C	20	4.0 x 20.0	0.1196	11	9.6	240	6.7	167	4.5	150	8-9	3/4 x 18 x 3	140
SSS QS 20 4G	20	4.0 x 20.0	0.1793	7	14	350	11	275	8	200	8-9	3/4 x 30 x 3	198
SSS QS 20 5C	20	5.0 x 20.0	0.1196	11	17.7	443	12.7	343	9.4	235	10-12	1 x 36 x 4	185
SSS QS 20 5G	20	5.0 x 20.0	0.1793	7	28.1	703	21.4	535	16.2	405	10-12	1 x 36 x 4	265
SSS QS 25 4C	25	4.0 x 25.0	0.1196	11	4.8	150	2.6	100	1	50	8-9	3/4 x 18 x 3	170
SSS QS 25 4G	25	4.0 x 25.0	0.1793	7	10.8	270	7.7	188	5.4	135	8-9	3/4 x 30 x 3	245
SSS QS 25 5C	25	5.0 x 25.0	0.1196	11	9.8	245	6.3	157	3.7	150	10-12	1 x 36 x 4	225
SSS QS 25 5G	25	5.0 x 25.0	0.1793	7	18.5	463	13.3	333	9.5	238	10-12	1 x 36 x 4	360

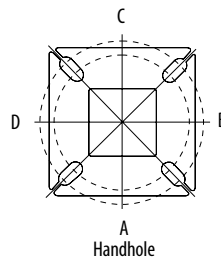
* EPA values are based on ASCE 7-93 wind map.

BASE DETAIL



POLE DATA						
Shaft base size	Bolt circle A	Bolt projection B	Base diameter C	Base plate thickness	Anchor bolt and template number	Anchor bolt description
4"C	8" - 9"	3.25" - 3.75"	8" - 8.25"	0.75"	ABSSS-4C	3/4"x18"x3"
4"G	8" - 9"	3.38" - 3.75"	8" - 8.25"	0.875"	ABSSS-4G	3/4"x30"x3"
5"	10" - 12"	3.5" - 4"	11"	1"	ABSSS-5	1"x36"x4"

HANDHOLE ORIENTATION



Default DM19AS is on side B.

IMPORTANT INSTALLATION NOTES:

- **Do not** erect poles without having fixtures installed.
- Factory-supplied templates must be used when setting anchor bolts. Lithonia Lighting will not accept claim for incorrect anchorage placement due to failure to use Lithonia Lighting factory templates.
- If poles are stored outside, all protective wrapping must be removed immediately upon delivery to prevent finish damage.
- Lithonia Lighting is not responsible for the foundation design.



APPLICATION: The **BLS-10A** is ideal for temporary lighting, pathways, parking areas, public walkways, parks and roads.

IP65 WET  

SPECIFICATIONS

Solar Panel	72W
Battery	Li-ion Battery / 45 Ah
Lumen Output	8000 lm @ 6500°K ⁽¹⁾
LED Efficacy	109 lm/W
After Full Charge Operation Time	36 hrs
Indicator For One Night Operation	light indicator will blink 3 times every 15 minutes during the night
Discharge Time	10-12 hrs
Discharge Operating Temperature	-20°C(-4°F) to 60°C(140°F)
Charge Time	9-11 hrs
Charging Operating Temperature	0°C(32°F) to 45°C(113°F)
Min. Solar Direct Normal Irradiance	1 KWH/m ² /day
Operation Mode (Green Light)	5 hrs @ (100%) + 7 hrs @ (30%+PIR 100%)
Operation Mode (Orange Light)	5 hrs @ (70%) + 7 hrs @ (30%+PIR 100%)
Operation Mode (Red Light)	12 hrs @ (30% + PIR 100%)
Performance Orientation	South 100%; East 75%; West 70%; North 46%
Mounting Height ⁽²⁾	6 - 7.6m (19.7 - 25 ft)
Effective Projected Area (EPA)	6.4 ft ²
Certifications	IP65 / ROHS / FCC
Weight	45 pounds / 20.4 kgs
Warranty	3 years

NOTE 1: For other color temperatures (3500K,4000K,5000K), contact factory.
NOTE 2: The mounting height is an estimate and depends on the application.

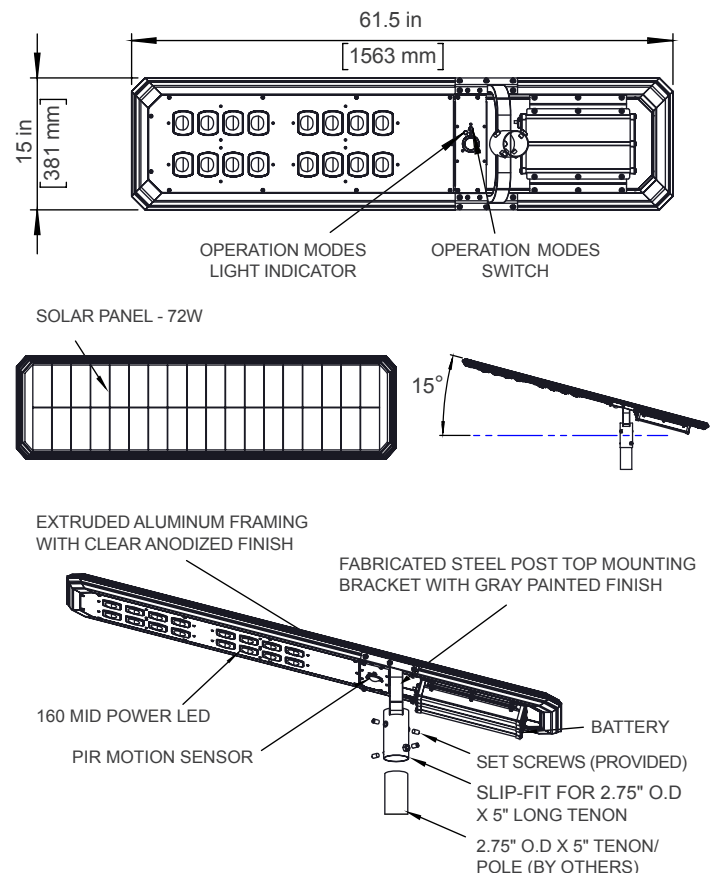
The **LUCE SOLARE BLS-10A** is a solar street and area lighting solution that integrates the solar panel, battery and LED module into a single product. **BLS-10A** provides energy savings, high luminance and low maintenance.

BLS-10A design and technology eliminates the need for bulky external battery boxes, while maintaining maximum light by using high efficiency solar cells and LEDs.

The **BLS-10A** incorporates a night sensor that detects ambient light and will automatically turn the **BLS-10A** on and off as per the preset programs.

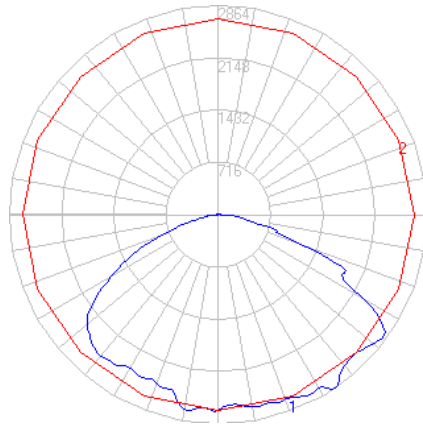
ADVANTAGES

- Integrated Solution
- Environmentally Friendly
- Easy Installation
- \$0 energy cost
- IP65
- Type II Distribution



PHOTOMETRICS

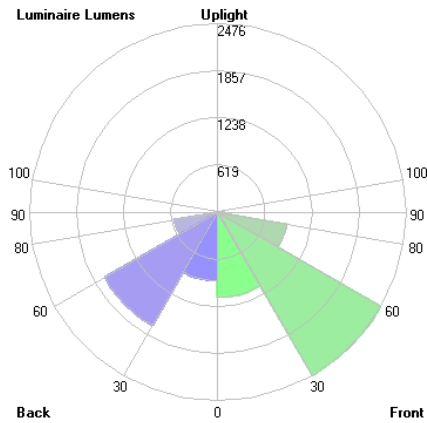
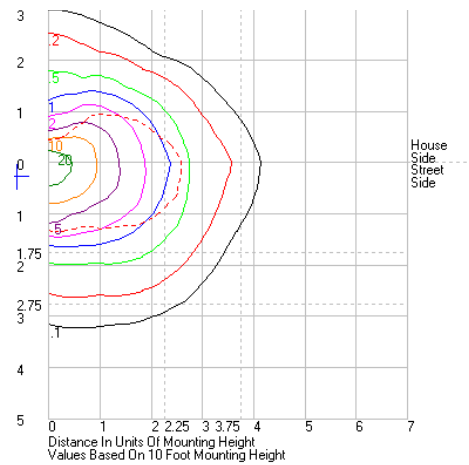
POLAR CURVES



Characteristics

Electronic driver	Type II
LED 6500°K	Very Short
IES Classification	
Longitudinal Classification	Very Short
Lumens Per Lamp	7860.94 (1 lamp)
Total Lamp Lumens	7860.94
Luminaire Lumens	7860
Downward Total Efficiency	100 %
Total Luminaire Efficiency	100 %
Luminaire Efficacy Rating (LER)	109
Total Luminaire Watts	72
Max. Cd.	2864.287 (292.5H, 34V)
Max. Cd. (<90 Vert.)	2864.287 (292.5H, 34V)
Max. Cd. (At 90 Deg. Vert.)	84.651 (1.1%Lamp)
Max. Cd. (80 to <90 Deg. Vert.)	437.136 (5.6%Lamp)

ISOLINES



SPACING

Metric units	100 % LUMEN OUTPUT				30 % LUMEN OUTPUT			
	MH = 19.7 ft (6m)		MH = 25 ft (7.6m)		MH = 19.7 ft (6m)		MH = 25 ft (7.6m)	
	Spacing to 0.5 fc	Spacing to 1 fc	Spacing to 0.5 fc	Spacing to 1 fc	Spacing to 0.5 fc	Spacing to 1 fc	Spacing to 0.5 fc	Spacing to 1 fc
ft	37.7	29.9	40.5	31.4	24.4	15.7	23.1	11.4
m	11.5	9.1	12.3	9.6	7.4	4.8	7.0	3.5

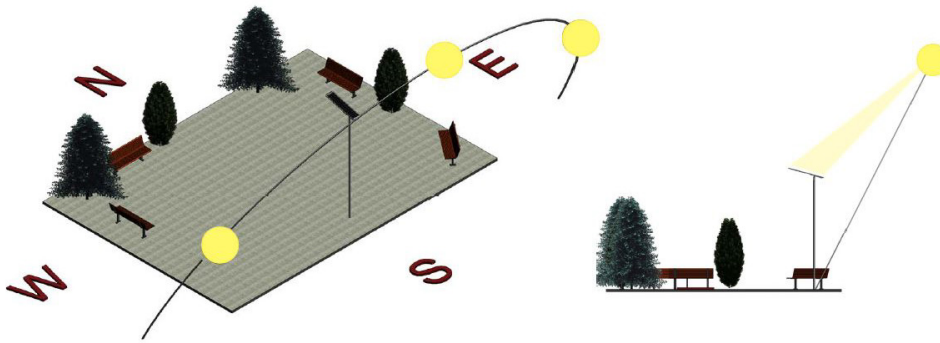
LUMEN OUTPUT PERCENT

LUMEN OUTPUT (LM)		
100%	70%	30%
7860	5502	2358

ORIENTATION

NORTHERN HEMISPHERE

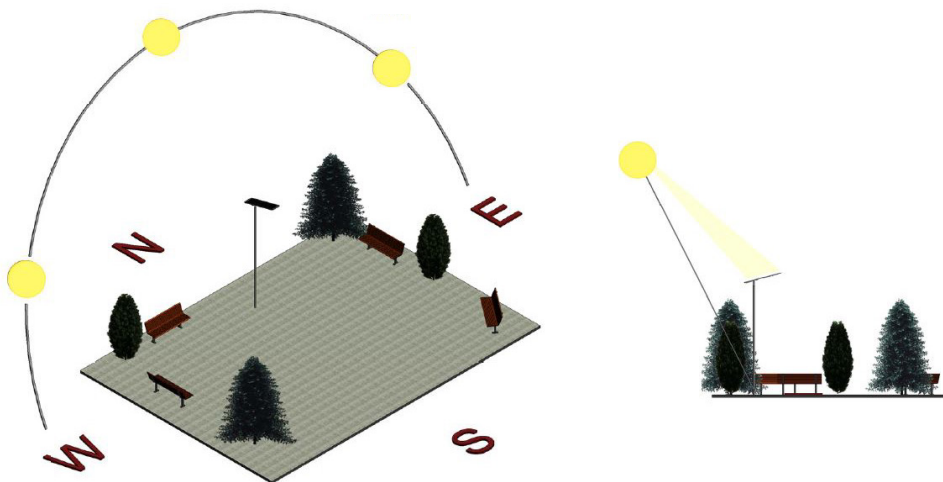
Sun's Path in the sky



These graphics illustrate Luce Solare orientation, in which the fixture can absorb the maximum solar energy from the sun (south 100% - refers to product specs).

SOUTHERN HEMISPHERE

Sun's Path in the sky



These graphics illustrate Luce Solare orientation, in which the fixture can absorb the maximum solar energy from the sun (north 100%).

LUCE SOLARE

BLS-2A, 4A, 6A, 8A, 10A

INSTALLATION INSTRUCTIONS



BLS-2A



BLS-4A



BLS-6A



BLS-8A



BLS-10A

Beghelli Canada
3900 14th Avenue
Markham, Ontario L3R 4R3 Canada
P: (905) 948-9500
F: (905) 948-8673
www.BeghelliCanada.com

Beghelli USA
3250 Corporate Way
Miramar, Florida 33025 USA
P: 800 726 4316 / P: 954 442 6600 F:
954 442 6677
www.BeghelliUSA.com

Beghelli Mexico
Av. Del Marqués No. 70, Int. 4
Parque Industrial Bernardo Quintana
C.P. 76246 El Marqués, Qro.
P: +52 442-221-6439 / F: +52 442-221-6215
www.BeghelliMexico.com

LUCE SOLARE

BLS-2A, 4A, 6A, 8A, 10A



IP65

WET

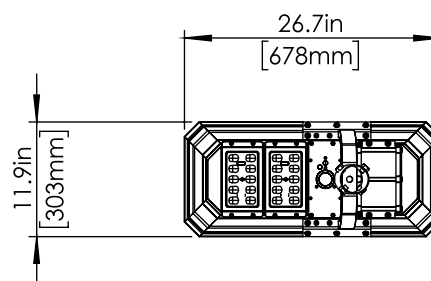
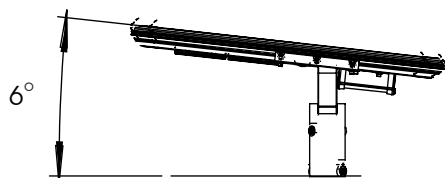


MODEL INFORMATION

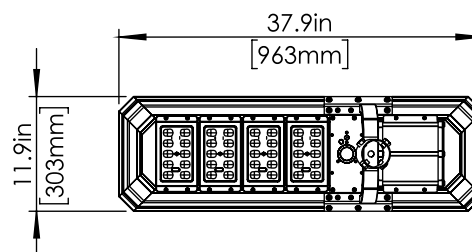
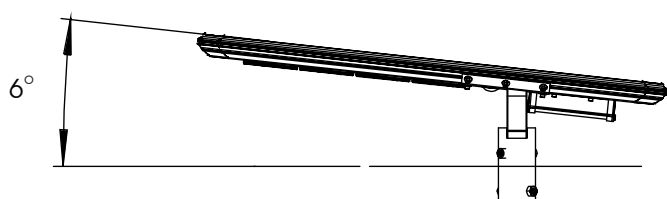
LUCE SOLARE BLS-2A, 4A, 6A, 8A, 10A	
LUMENS	1500lm, 3000lm, 4500lm, 6500lm, 8000lm
BATTERY CAPACITY	10AH, 17.5AH, 27.5 AH, 37.5AH, 45AH
WET LOCATION	OUTDOOR
LOCATION	SOLAR
CHARGING OPERATION TEMP.	0° C (32° F)/45° C (113° F)
DISCHARGING OPERATION TEMP.	-20° C (-4° F)/60° C (140° F)
INDICATOR FOR ONE NIGHT OPERATION	LIGHT INDICATOR WILL BLINK 3 TIMES EVERY 15 MIN. DURING NIGHT
INITIAL CHARGE TIME	3 DAYS OF CHARGING BATTERIES WITH FIXTURE ON "OFF" MODE
CHARGE TIME	9-11 hrs
DISCHARGE TIME	10-12 hrs
PERFORMANCE ORIENTATION	SOUTH 100%; EAST 75%; WEST 70%; NORTH 46%

NOTE: INITIAL INSTALLATION - MINIMUM 3 DAYS OF CHARGING BATTERIES WITH FIXTURE ON "OFF" MODE.

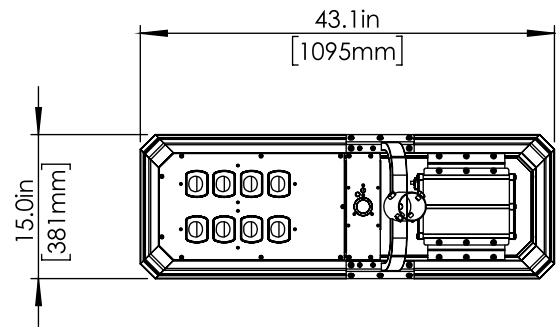
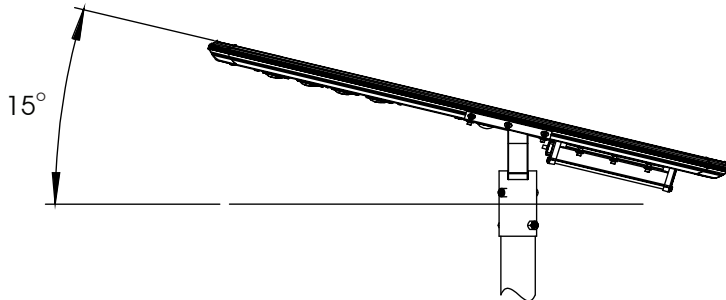
BLS-2A **EPA:** 2.3 SQ. FT. **WEIGHT:** 16.7 lbs



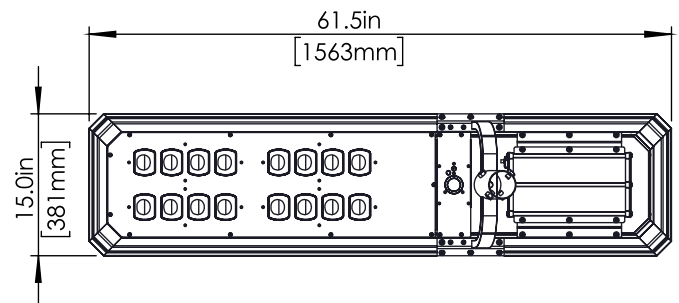
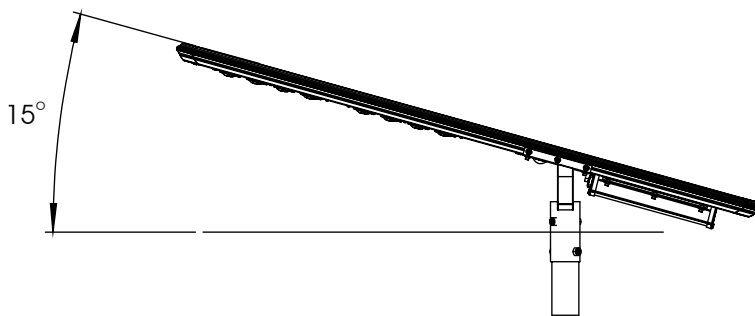
BLS-4A **EPA:** 3.2 SQ. FT. **WEIGHT:** 22 lbs



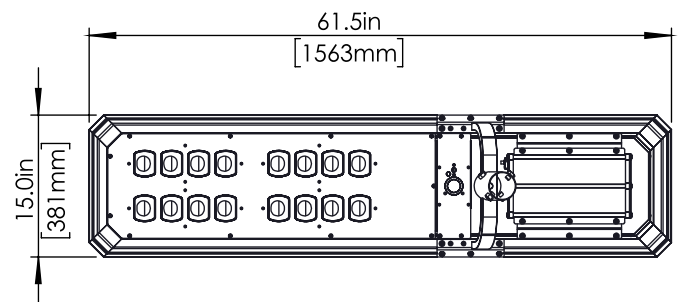
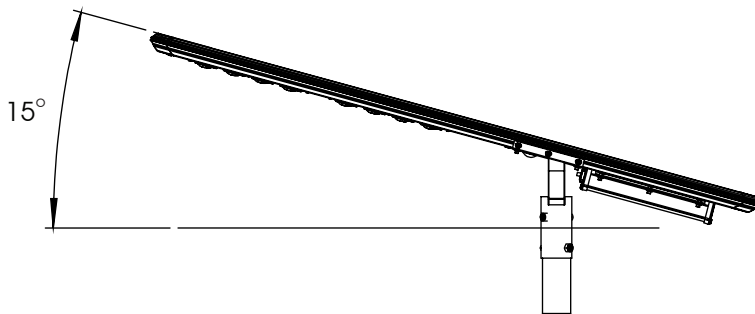
BLS-6A **EPA:** 4.5 SQ. FT. **WEIGHT:** 29.5 lbs



BLS-8A **EPA:** 6.4 SQ. FT. **WEIGHT:** 42.8 lbs



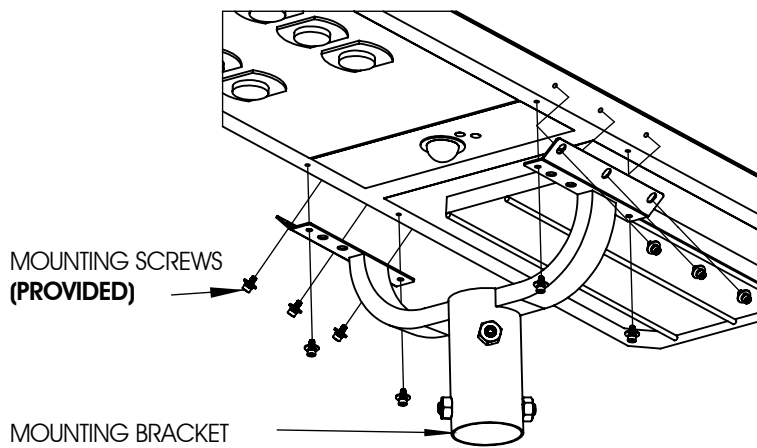
BLS-10A **EPA:** 6.4 SQ. FT. **WEIGHT:** 45 lbs



NOTES:

- Luminaire cannot be adjusted on the horizontal plane.
- Proper orientation directly effects performance.
- Increased direct sunlight to the solar panel increases performance

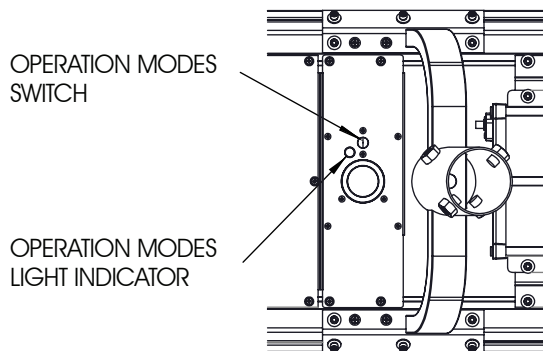
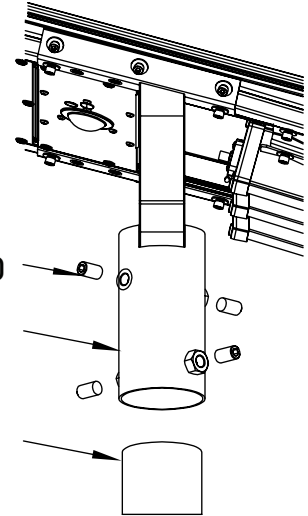
STANDARD BRACKET MOUNTING



SET SCREWS (PROVIDED)

SLIP-FIT FOR 2.75" O.D X 5" LONG TENON

2.75" O.D X 5" TENON /POLE (BY OTHERS)



OPERATION MODES:

MODE 1 (GREEN LIGHT): 5HRS @ [100%]+7HRS @ [30% + PIR 100%]

MODE 2 (ORANGE LIGHT): 5HRS @ [70%] + 7HRS @ [30% + PIR 100%]

MODE 3 (RED LIGHT): 12HRS @ [30% + PIR 100%]

NOTE: LIGHT INDICATOR FLASHES 3 TIMES EVERY 15 MINUTES DURING NIGHT, INDICATING THE BATTERY CAPACITY WILL LAST FOR ONE NIGHT.

TIPS FOR OUTDOOR LIGHTING

Outdoor Solar Lights have the advantage of providing an energy free lighting solution. Despite the simplicity of the design, they do sometimes develop problems. The good news is that most of the problems are easy to troubleshoot and fix or can be avoided if known in advance.

TEMPERATURE

- Below 0 degrees, may cause the battery to fail (for charging).
- Higher than 45 degrees, may cause the battery to fail (for charging).

WEATHER

- Cloudy or rainy weather will inhibit proper battery charging and may cause the product to not perform as expected. These conditions can reduce light output, not light at all, or create a strobe effect. This does not mean there is a quality issue, the product simply requires direct sunlight to properly charge.

ENVIRONMENT

- Dust, bird droppings, insect carcasses and other debris attached to the solar surface will reduce charging efficiency, and can cause inefficient charging and / or damage to the solar panel.

PHOTOSENSITIVE ELEMENTS

- Other light sources may be detected by the integrated sensor. This may cause the luminaire to function incorrectly and / or not turn on.

RIGHT INSTALLATION

- Initial installation out of box requires minimum 3 days of charging batteries with fixture on "off" mode.
- Inconsistencies in installation; such as varying orientations and inclinations may cause inconsistent charging, resulting in varying brightness.
- Shadows created by surrounding buildings, trees, or other objects may decrease the efficiency of the solar panel, limiting the batteries charging level. Different levels of battery charge may result in varying brightness and duration.



TIPS FOR SOLAR OUTDOOR LIGHTING

Outdoor Solar Lights have the advantage of providing free lighting. Despite the simplicity of the design, they do sometimes develop problems or not perform as expected due to different factors. The good news is that most of the problems are easy to troubleshoot and fix or can be avoided if known in advance.

1. TEMPERATURE

- Below 0°C; may cause the battery to fail or the light flashes.
- Higher than 45 °C; may cause the battery to fail or the light flashes.
- Large temperature difference between day and night will cause water mist on the lens surface, or the LED will suffer thermal damage due to thermal expansion and contraction.

2. WEATHER

- Cloudy or Rainy weather won't let the battery charge as in perfect conditions, so the product won't perform as expected. A battery not charged 100% can reduce the brightness, no light, or even start flashing. All these problems don't mean that the fixture has a quality problem, it just need more sun to charge as perform as in perfect conditions.
- Thunderstorm weather may cause the sensitive components of individual lamps to be broken down and become flashing or unlit.
- Long and strong outdoor winds can cause the individual luminaire connectors to loosen, making the luminaire flicker, reducing the brightness, and even don't letting the lights turned on.

3. ENVIRONMENT

- Dust, bird droppings, insect carcasses and other debris attached to the solar surface will reduce charging efficiency and cause severe damage to the solar panel.
- Insects will be drilled into the nest from the cooling holes or drain hole causing damage to the motherboard.

4. TRANSPORTATION

- Strong vibration during transportation can cause the individual luminaire connectors to loosen, making the luminaire flicker, reducing the brightness, and even don't letting the lights turned on.

5. AMBIENT LIGHT

- Peripheral light illuminates may cause the fixture don't work as in perfect conditions.

6. PHOTOSENSITIVE ELEMENTS

- Inaccuracy of the photosensitive element will result in inconsistent lighting and lighting-out times.
- Surrounding objects are easy to produce reflective surface causing the photosensitive elements to sense the emitted light, which is reflected in the lighting of the lamp.



7. RIGHT INSTALLATION

- Wrong installation, inclination and orientation may cause the lamps to be charged in different degrees, or percentages providing different brightness, or different lighting duration.
- Shadows formed by surrounding buildings, trees, or other objects, may decrease the efficiency of the solar panel, preventing the battery of been fully charged, and providing different brightness or diverse light duration in each fixture.
- Installing fixtures on both sides of the same location on the road will cause different charging degrees providing different brightness or diverse duration in each fixture.

8. GROUND SPECKLE

- Injection molding errors, can cause the formation of edge yellow spots through the lens that then is emitted to the ground.



CHANGE ORDER REQUEST

Project: McKinna Elementary School Reconstruction

COR No. 278 R0

Date: 9/20/2020

DESCRIPTION OF WORK

MPR - Roll-up Door

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Abdellatif Enterprises Inc	16,500
	Taft Electric Co	1,250
	Subtotal:	17,750
Contractual Costs		
Fee		917
Subcontract Default Insurance		213
CCIP		225
Contractor Bond		137
	Subtotal:	1,492
Total Change Order Request Amount:		19,242

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

#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

#17-41

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

- 5 -

#17-41

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.

- 6 -

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

#17-41

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.

- 8 -

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.

- 9 -

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

- 10 -

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)

- 11 -

#17-41

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").

#17-41

- 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

- 14 -

#17-41

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.

#17-41

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.

- 17 -

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

#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

- 20 -

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: Dr. Victor Torres

Date of Meeting: October 7, 2020

Agenda Section: Section D: Action Items

Reallocation of Salary for the Director, Classified Human Resources (Torres/Thomas)

On July 9, 2020, the Personnel Commission of the Oxnard School District approved 3-0 to reallocate the classification of Director, Classified Human Resources.

A salary study for the Director, Classified Human Resources was conducted and completed on June 22, 2020. The purpose of the study was to determine whether the current salary for this classification is appropriately allocated in order to ensure the Personnel Commission is able to attract highly qualified candidates for their upcoming recruitment of Director, Classified Human Resources.

The results of the study indicate that the salary for the Director, Classified Human Resources is not competitive to attract highly qualified candidates. In fact, the salary for this position is one of the lowest in the County, when compared to other merit districts. Having a noncompetitive salary coupled with the size of the district and number of classified employees make it difficult to recruit and retain a qualified director.

Current salary - Director, Classified HR:	\$109,848 - \$130,506
Average salary for Merit Districts in Ventura County:	\$111,334.68 - \$138,386
Average salary –Merit Districts Similar Size:	\$120,360 - \$145,551.48
Average salary – Merit Districts in Ventura County and Similar Size:	\$117,705 - \$143,444.16

Another factor considered in determining an appropriate salary placement is the lack of parity between the Director, Classified Human Resources and the Director, Certificated Human Resources, especially when considering the scope of duties for each of these positions.

Current Salary for OSD Director, Certificated Human Resources: annually	\$119,681 - \$142,190
--	-----------------------

FISCAL IMPACT:

In order to be competitive in the marketplace, an increase to the Director, Classified Human Resources salary is being recommended at \$119,681 - \$142,190 annually, which is an increase of \$9,833 - \$11,684 annually, to the base salary. The 2020/2021 Personnel Commission budget has allocated funds for the increase in salary to this position.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Personnel Commission that the Board of Trustees accept the salary reallocation for Director, Classified Human Resources, as presented.

ADDITIONAL MATERIALS:

Attached: [Director Classified HR Salary Study \(one page\)](#)

OXNARD SCHOOL DISTRICT DIRECTOR, CLASSIFIED HUMAN RESOURCES SALARY STUDY

District		Number of Classified Employees	ADA	Job Title	Low	High
Oxnard SD	Ventura County	752	16,479	Director, Classified Human Resources	\$9,154.00	\$10,875.50
Pleasant Valley	Ventura County	292	660	Director, Classified Human Resources	\$8,893.75	\$10,812.58
Ventura Community College District	Ventura County	520	Not Listed	Director of Employment Services/Personnel Commission	\$9,569.58	\$12,824.08
Ventura USD	Ventura County	741	17,527	Director, Classified Human Resources	\$9,022.00	\$11,303.00
Santa Paula USD	Ventura County	250	5,600	Executive Director of Human Resources Classified	\$9,802.83	\$11,468.42
Simi Valley USD	Ventura County	855	18,984	Director, Classified Personnel Services	\$9,101.27	\$11,252.91
Ventura County Average Merit Districts (5)					\$9,277.89	\$11,532.20
Antioch USD	Contra Costa County	847	17,516	Director, Classified HR	\$9,525.60	\$12,194.26
Cajon Valley	San Diego County	855	16,025	Director, Classified Personnel	\$8,793.67	\$12,580.50
Huntington Beach Union HSD	Orange County	730	14,356	Director, Human Resources (Classified)	\$12,008.00	\$13,539.00
William Hart USD	Los Angeles County	719	21,902	Director of Classified Personnel	\$9,346.91	\$10,934.56
Fullerton ESD	Orange County	670	13,136	Director, Classified Personnel	\$11,792.00	\$13,005.00
Lynwood USD	Los Angeles County	801	15,000	Director, Classified Personnel	\$9,896.00	\$12,026.00
Madera USD	Madera County	650	19,733	Director, Classified Human Resources	\$9,697.00	\$12,407.00
Pajaro Valley USD	Santa Cruz County	806	19,684	Director, Human Resources (Classified)	\$9,305.67	\$11,112.67
Palmdale ESD	Los Angeles County	700	19,300	Administrator, Personnel Commission	\$9,171.58	\$11,149.00
Rowland USD	Los Angeles County	700	19,300	Personnel Director	\$10,544.00	\$11,927.00
San Diego COE	San Diego County	695	3,014	Director, Classified Human Resources	\$10,954.58	\$13,315.50
Santa Monica Malibu USD	Los Angeles County	756	12,553	Director, Classified Personnel	\$9,325.00	\$11,361.00
Merit Districts with Comparable Number of Classified Employees Average (12)					\$10,030.00	\$12,129.29
Ventura County Merit Districts and Merit Districts with Comparable Number of Classified Employees Average (17)					\$9,808.79	\$11,953.68

All data was retrieved from District Websites on 6/22/20