

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

AGENDA #2
REGULAR BOARD MEETING
Wednesday, August 23, 2017
5:00 p.m. – Study Session
Closed Session to Follow
7:00 PM - Regular Board Meeting

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

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

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

www.oxnardsd.org

OPIE TV – Channel 20 &
Verizon FIOS - Channel 37

August 23, 2017



Vision:

Empowering All Children to Achieve Excellence

Mission:

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



Visión:

Capacitar a cada alumno para que logre la excelencia académica

Misión:

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

Section A PRELIMINARY

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

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

ROLL CALL:

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

A.2 Pledge of Allegiance to the Flag

Mrs. Bertha Anguiano, Principal at Brekke School, will introduce Harley Mendez, 5th grader in Ms. Annie Sullivan’s class; who will lead the audience in the Pledge of Allegiance.

A.3 District’s Vision and Mission Statements

The District’s Vision and Mission Statements will be read in English by Alaina Ang, 5th grader in Mrs. Brandee Scogin’s class. Then will be read in Spanish by Julian Trejo, 3rd grader in Mrs. Elvia Cruz’ class both students at Brekke School.

A.4 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

A.5 Study Session – Teacher Professional Development (Freeman)

The Board of Trustees will receive a presentation on Teacher Professional Development.

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

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

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

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

Section A PRELIMINARY

(continued)

A.7 Closed Session

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1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1 case
 - Conference with Legal Counsel – Existing Litigation: 1 case
 - Office of Administrative Services Case No. OAH 2017020645
 2. Pursuant to Section 48916 of the *Education Code* the Board will consider student matters including:
 - None.
 3. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
 - Conference with Labor Negotiator:
 - Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernández & Sawhney, LLP
 - Association(s): OEA, OSSA, CSEA;
 - and All Unrepresented Personnel – Administrators, Classified Management, Confidential
 4. Pursuant to Section 54956.8 of the *Government Code*:
 - Conference with Real Property Negotiators (for acquisition of new school site):
 - Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue
 - Agency Negotiators: Superintendent/Interim Assistant Superintendent, Business & Fiscal Services/ Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.
 - Negotiating Parties: Dennis Hardgrave on behalf of the property owners
 - Under Negotiations: Instruction to agency negotiator on price and terms.
 5. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release Vaca

A.8 Reconvene to Open Session

7:00 PM

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

Section A
PRELIMINARY
(continued)

A.9 Report Out of Closed Session

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

A.10 Introduction of New Administrator(s) (Dr. Morales)

Administration will introduce the following new administrators to the Oxnard School District and/or employees to new positions, to the Board of Trustees:

- Chantal (Anderson) Witherspoon, Principal at Fremont Middle School
- Brian Blevins, Assistant Principal, Kamala Elementary (K-8)
- Dr. Edd C. Bond, Certificated Human Resources Director
- Dr. Richard Caldwell, Principal at Frank Middle School
- Rose Chaparro, Executive Assistant to Superintendent
- Wendy Garner, Principal at McKinna Elementary (K-5)
- Elva Gonzales-Nares, Assistant Principal at Haydock Middle School
- Katrina Madden, Special Education Manager
- Dr. Andrés Santamaría, Principal at Ritchen Elementary (K-5)

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Section B

PUBLIC COMMENT/HEARINGS

B.1 Public Comment (3 minutes per speaker)

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

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

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

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Section C CONSENT AGENDA

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

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

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

C.1 Acceptance of Gifts

It is recommended that the Board accept the following gift:

- From Mr. David Havens, an Oxnard Resident, a donation of approximately \$100 worth of basic, brand new school supplies. Mr. and Mrs. Havens leave the distribution of the supplies to the discretion of the District. There is no affiliation to any program or business.

C.2 Agreements

It is recommended that the Board approve the following agreements:

Dept/School

Academic:

- #17-102 International Center for Leadership in Education, a division of Houghton Mifflin Harcourt; Consultant to provide professional development training on the specified dates for TOSA and Tech Mentors, amount not to exceed \$11,550.00; to be paid with Unrestricted General Fund. Freeman/
Curtis
- #17-103 Nutrition Ink Dietetic Internship Program; Dietetic Intern students are required to complete a ten-month rotation of various aspects of work related to the field of nutrition, at no cost to the Oxnard School District, during the period of August 24, 2017 through June 30, 2018. No fiscal impact to the Oxnard School District. Penanhoat/
Lugotoff

Enrichment:

- #17-73 The Outdoor School at Rancho Alegre – Marshall School; Participation of 65 5th grade students from Marshall School in an instructional program of Outdoor Science & Conservation Education, June 5-8, 2018, at the Outdoor School; amount not to exceed \$24,300.00, to be paid from the Donation – Science Camp Fund. Freeman/
Breitenbach
- #17-113 Art Trek Inc. to provide professional development sessions, lessons, and instructional support for the arts program in the after school program for the 2017-2018 school year, services will be available to all schools in the Oxnard School District; amount not to exceed \$30,000.00, to be paid with ASES Grant Funds. Freeman/
Thomas

Support Services:

- #17-90 Ventura County Office of Education will work with the Oxnard School District toward promoting CHAMPS implementation support for staff members for professional learning opportunities during the 2017-2018 fiscal year; amount not to exceed \$69,240.00, to be paid from General Fund per LCAP Goals. Freeman/
Ridge

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

Section C
CONSENT AGENDA
(continued)

C.2 Agreements (continued)

It is recommended that the Board approve the following agreements:	Dept/School
Support Services (continued):	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ #17-98 PDAP of Ventura County Inc. to provide an Addiction Treatment Counselor as available to provide early intervention group and individual counseling to students referred by faculty at identified schools in the Oxnard School District during the period of August 24, 2017 through June 15, 2018; amount not to exceed \$30,000.00, to be paid with Title 1 Funds. 	
<ul style="list-style-type: none"> ▪ #17-99 Conscious Teaching LLC to facilitate a 1-2 hour morning keynote for the Oxnard School District on Monday, October 30, 2017; amount not to exceed \$3,500.00, to be paid with General Funds. 	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ #17-114 Dr. Trudy T. Arriaga to provide professional development in Cultural Proficiency to the Fremont School staff, during the 2017-2018 school year; amount not to exceed \$14,400.00, to be paid with LCFF Funds. 	Freeman

C.3 Ratification of Agreements

It is recommended that the Board ratify the following agreements:	Dept/School
Academic:	
<ul style="list-style-type: none"> ▪ #17-85 Child Development Resources of Ventura County Inc. – Ground Lease for Haydock Head Start, agreement renews the Ground Lease terms between the Oxnard School District and Child Development Resources of Ventura County Inc. (CDR) for the Head Start Program at Haydock, term of the Ground Lease July 1, 2017 to June 30, 2020; no fiscal impact to the Oxnard School District. 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #17-86 Child Development Resources of Ventura County Inc. – Ground Lease for Marina West Head Start, agreement renews the Ground Lease terms between the Oxnard School District and Child Development Resources of Ventura County Inc. (CDR) for the Head Start Program at Marina West, term of the Ground Lease July 1, 2017 to June 30, 2020; no fiscal impact to the Oxnard School District. 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #17-87 Child Development Resources of Ventura County Inc. – Ground Lease for San Miguel Head Start, agreement renews the Ground Lease terms between the Oxnard School District and Child Development Resources of Ventura County Inc. (CDR) for the Head Start Program at San Miguel, term of the Ground Lease July 1, 2017 to June 30, 2020; no fiscal impact to the Oxnard School District. 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #17-88 Child Development Resources of Ventura County Inc. – Marina West NfL Preschool 2017-18, Agreement/MOU confirms the partnership between Oxnard School District and Child Development Resources of Ventura County Inc. (CDR), term of the Agreement/MOU July 1, 2017 to June 30, 2020; no fiscal impact to the Oxnard School District. 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #17-89 Child Development Resources of Ventura County Inc. – Sierra Linda NfL Preschool 2017-2018, Agreement/MOU confirms the partnership between Oxnard School District and Child Development Resources of Ventura County Inc. (CDR), term of the Agreement/MOU July 1, 2017 to June 30, 2020; no fiscal impact to the Oxnard School District. 	Freeman/ Thomas

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Section C
CONSENT AGENDA
(continued)

C.3 Ratification of Agreements (Continued)

It is recommended that the Board ratify the following agreements:	Dept/School
Special Education:	
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #15-21 with CSBA's Practi-Cal Inc., original agreement amount \$100,000.00, Amendment #1 additional \$120,000.00, total agreement amount not to exceed \$220,000.00, to be paid with LEA Medi-Cal funds. 	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ Amendment #3 to Agreement #16-71 with STAR of CA, ERA ED original agreement amount \$120,000.00; Amendment #1 in the amount of \$60,000.00 for a new total agreement cost of \$180,000.00, Amendment #2 in the amount of \$200,000.00 for a new total agreement cost of \$380,000.00, Amendment #3 increases Special Education funding in the amount of \$145,000.00 for a new total agreement cost of \$525,000.00. Amendment #3 is necessary to adjust the total expected cost through the 2016-2017 fiscal year; amount not to exceed \$145,000.00, to be paid with Special Education Funds. 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ Addendum #1 to Agreement #16-142 with Ventura County Office of Education, Special Circumstances Paraeducator Services original agreement amount \$4,189.50, Addendum #1 increases the amount by \$5,225.59, for a total agreement cost of \$9,415.09. Addendum #1 is required to cover the balance due for services provided during the 2016-2017 school year; amount not to exceed \$5,225.59, to be paid with Special Education Funds. 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #16-158 with Exceptional Educational Consultants Inc. original agreement amount \$10,000.00; Amendment #1 in the amount of \$2,062.50 for a new total agreement cost of \$12,062.50; amount not to exceed \$2,062.50, to be paid with Special Education Funds. 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #16-186 with Assistance League, Non-Public School, NPS original agreement amount \$6,280.00; Amendment #1 in the amount of \$1,105.00 for a new total agreement cost of \$7,385.00; amount not to exceed \$1,105.00, to be paid with Special Education Funds. 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ Addendum #1 to Agreement #16-209 with Ventura County Office of Education, Special Circumstances Paraeducator Services original agreement amount \$4,435.11, Addendum #1 increases the amount by \$2,510.58, for a total agreement cost of \$6,945.69. Addendum #1 is required to cover the balance due for services provided during the 2016-2017 school year; amount not to exceed \$2,510.58, to be paid with Special Education Funds. 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ Addendum #1 to Agreement #16-221 with Ventura County Office of Education, Special Circumstances Paraeducator Services original agreement amount \$2,750.00, Addendum #1 increases the amount by \$30,224.98, for a total agreement cost of \$32,974.98. Addendum #1 is required to cover the balance due for services provided during the 2016-2017 school year; amount not to exceed \$30,224.98, to be paid with Special Education Funds. 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #16-290 Assistance League, Non-Public School, ratification for NPS services for two students for the 2016-2017 school year, including Extended School year, beginning June 12, 2017; amount not to exceed \$1,570.00, to be paid with Special Education Funds. 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #16-291 Ventura County Office of Education, Special Circumstances Paraeducator Services to provide services to three special education students that consist of support from SCP's, including extended school year; amount not to exceed \$20,149.99, to be paid with Special Education Funds. 	Freeman/ Sugden

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Section C
CONSENT AGENDA
(continued)

C.3 Ratification of Agreements (Continued)

It is recommended that the Board ratify the following agreements:

Dept/School

Special Education (continued):

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| <ul style="list-style-type: none"> ▪ #17-92 Haynes Education Center & S.T.A.R. Academy to provide services to the Special Education Services Department during the 2017-2018 school year; amount not to exceed \$30,000.00, to be paid with Special Education Funds. ▪ #17-93 Ventura County Office of Education, Special Circumstances Paraeducator Services to provide services to special education students that consists of support from SCP, including extended school year; amount not to exceed \$132,477.35, to be paid with Special Education Funds. ▪ #17-101 Therapy Travelers to provide supplemental staffing including Speech Language Pathologist, Speech Language Pathologist Assistant, Occupational Therapist and School Psychologist, to the Oxnard School District on an “as needed” basis; amount not to exceed \$150,000.00, per the hourly 2017-2018 rate sheet, to be paid with Special Education Funds. ▪ #17-107 STAR of CA, ERA ED to provide classroom support and 1 to 1 Behavior Therapists for identified special education and general education students during the 2017-2018 school year; amount not to exceed \$500,000.00, to be paid with Special Education Funds. | <p>Freeman/
Sugden</p> <p>Freeman/
Sugden</p> <p>Freeman/
Sugden</p> <p>Freeman/
Sugden</p> |
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Support Services:

- | | |
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| <ul style="list-style-type: none"> ▪ #17-91 Casa Pacifica to provide transportation services to school-aged children K-8, defined as homeless (including those living in shelters) under Title 1, who require transportation to and from school. The District will reimburse Casa Pacifica \$38 per day (round trip), per pupil; amount not to exceed \$21,000.00, to be paid with Title 1 Funds. ▪ #17-94 Ventura County Public Health to provide Oxnard School District children and families with free nutrition education and health promotion services on site during the 2017-2018 school year; no fiscal impact to the Oxnard School District. ▪ #17-95 Interface Children and Family Services to provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Crisis Outreach, Family Violence Intervention Services and Mental Health Services; term of agreement July 1, 2017 through June 30, 2018; no fiscal impact to the Oxnard School District. ▪ #17-96 School on Wheels, Inc. purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration. Oxnard School District and School on Wheels, Inc. will work together in the 2017-2018 school year to identify and serve homeless children within the school district; no fiscal impact to the Oxnard School District. ▪ #17-97 Lumos Transforms LLC to provide a three-week Resilience Toolkit workshop series to school counselors and outreach specialists during the 2017-2018 school year; amount not to exceed \$4,050.00, to be paid with General Funds. | <p>Freeman/
Ridge</p> <p>Freeman/
Ridge</p> <p>Freeman/
Ridge</p> <p>Freeman/
Ridge</p> <p>Freeman/
Ridge</p> |
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Section C
CONSENT AGENDA
(continued)

C.3 Ratification of Agreements (Continued)

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

Support Services (continued):

- #17-100 VCOE Hearing Conservation & Audiology Services to conduct hearing screenings for Oxnard School District students for the 2017-2018 school year; amount not to exceed \$74,900.00, to be paid with General Funds.

Freeman/
Ridge
- #17-104 Camarillo Hospice to provide grief support group sessions for the Oxnard School District by providing free care, comfort, support and counseling to individuals and families facing a life limiting illness and/or grieving the loss of a loved one; no fiscal impact to the Oxnard School District.

Freeman/
Ridge
- #17-108 Mixteco/Indigena Community Organizing Project to provide two Mixteco Interpreters for In-Person Interpretation to assist the IT Department with iPad Deployment at Ramona and Chavez Schools for the period of August 7, 2017 through August 11, 2017; amount not to exceed \$4,000.00, to be paid with General Funds.

Freeman/
Mitchell

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

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

C.5 Approval of Work Authorization Letter #6 to Construction Testing & Engineering (CTE) Inc., to provide a full-time Deputy Inspector to assist at the Elm Street Elementary School Reconstruction Project

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #6 for Master Agreement #13-124 with Construction Testing & Engineering (CTE) Inc. Dept/School
Morales/
Fateh/
CFW

C.6 Approval of Work Authorization Letter #6 for Agreement #13-126 for MNS Engineers Inc. to perform Survey Services for the Seabridge K-5 Elementary School Project

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Work Authorization Letter #6 to Agreement #13-126 with MNS Engineers Inc. to perform survey services for the Seabridge K-5 Elementary School Project. Dept/School
Morales/
Fateh/
CFW

C.7 Approval of Work Authorization Letter #6 NV5 West Inc., for Design Phase Geotechnical Engineering Services for the Seabridge K-5 School Project

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve WAL #6 for Master Agreement #13-154 with NV5 West Inc. Dept/School
Morales/
Fateh/
CFW

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

Section C
CONSENT AGENDA
 (continued)

C.8 Approval of Change Order No. 008 to Construction Services Agreement #15-198 with Swinerton Builders to adjust costs for the Lemonwood K-8 School Reconstruction

It is the recommendation of the Superintendent, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 008 to Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood Elementary School Reconstruction Project; amount not to exceed \$34,115.75, to be paid with Master Construct and Implementation Funds.	Dept/School Morales/ Fateh/ CFW
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C.9 Approval of Dispersal No. 009 from the Lemonwood E.S. Reconstruction Project’s Contractor Contingency for Payment of Additional Work Associated with the Project

It is the recommendation of the Superintendent, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contingency Allocation No. 009 to Construction Services Agreement #15-198 with Swinerton Builders, for additional items of work related to the Lemonwood Elementary School Reconstruction Project. Contractor Contingency Allocation No. 009 will be deducted from the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of \$5,320.25, to be paid from the Master Construct and Implementation Funds. The remaining Contractor Contingency Balance after Allocation No. 009 will be \$49,969.99.	Dept/School Morales/ Fateh/ CFW
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C.10 Consider Appointment of Flewelling and Moody as Architect of Record for the Kindergarten Flex Classroom Projects at Brekke, McAuliffe, Ramona, and Ritche Elementary Schools and Approval of Agreement #17-116 for Architectural Services

It is the recommendation of the Superintendent, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees appoint Flewelling and Moody as Architect of Record for the Kindergarten Flex Classroom Projects at Brekke, McAuliffe, Ramona, and Ritche Elementary Schools and approve Agreement #17-116 for Architectural Services.	Dept/School Morales/ Fateh/ CFW
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C.11 Approval of Amended Agreement #17-49 for Architectural Services with IBI Group for the Rose Avenue Elementary School Reconstruction Project

It is the recommendation of the Superintendent, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Amended Agreement #17-49 for Architectural Services with IBI Group for the Rose Avenue Elementary School Reconstruction Project.	Dept/School Morales/ Fateh/ CFW
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Section C CONSENT AGENDA

(continued)

C.12 Approval of Lease-Leaseback Agreements #17-117, #17-118, #17-119 and Guaranteed Maximum Price (GMP) with Bernards to provide Lease Lease-Back Construction Services for the Marshall New Classroom Building Project

<p>It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Lease-Leaseback Agreements #17-117, #17-118, and #17-119 with Bernards to provide Construction Services related to the Marshall New Classroom Building, under the Master Construct & Implementation Funds Program, utilizing the Lease Lease-Back method of delivery, pursuant to Section 17406 of the California Education Code. The Lease-Lease-Back Agreements provide for the construction of a new classroom building at Marshall as reflected in the CSDA Architectural plans approved by DSA as No. 03-116806, for a total guaranteed maximum price (GMP) of \$8,994,236.00 to be paid out of Master Construct and Implementation Funds. This amount includes a GMP Contingency of \$345,932.00. The Agreements will be funded using the Master Construct & Implementation Funds.</p>	<p>Dept/School Morales/ Fateh/ CFW</p>
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C.13 Approval of Field Contract #FC-P18-00938 – Precision Plumbing – Mechanical

<p>It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P18-00938 in the amount of \$34,587.00 with Precision Plumbing-Mechanical.</p>	<p>Dept/School Penanhoat/ Fateh</p>
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C.14 Ratification of Change Order #1 EMCOR Service Mesa Energy Systems – Time Extension

<p>It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees ratify Change Order #1 to EMCOR Services Mesa Energy Systems.</p>	<p>Dept/School Penanhoat/ Fateh</p>
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C.15 Ratification of Change Order #2 to Kiwitt’s General Building

<p>It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees ratify Change Order #2 to Agreement #16-274 with Kiwitt’s General Building.</p>	<p>Dept/School Penanhoat/ Fateh</p>
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C.16 Disposal of Surplus Personal Property

<p>It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Curriculum, Instruction, and Accountability, that the Board of Trustees declare the listed surplus property obsolete and approve its sale and/or disposal, as permitted by California Education Code §17546.</p>	<p>Dept/School Freeman/ Thomas</p>
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C.17 Personnel Actions

<p>It is recommendation of the Assistant Superintendent, Human Resources & Support Services and the Director, Classified Human Resources, that the Board of Trustees approve the personnel actions, as submitted.</p>	<p>Dept/School Vaca/ Koch</p>
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section D
ACTION ITEMS

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

D.1 Consider Adoption of Resolution #17-08 and Authorization to Purchase Property
(Morales)

The District has been negotiating the purchase of real property, an approximately 25-acre portion of the Borchard Property, as described and upon the terms and conditions set forth in the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, Water Service Agreement, and Mitigation Agreement.

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

It is the recommendation of the Superintendent that the Board of Trustees approve Resolution #17-08 stating the District's intent to Purchase Property and the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, Water Service Agreement, and Mitigation Agreement, as submitted. The purchase price of the land is \$8,750,000.00.

ROLL CALL VOTE:

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

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

Section E
APPROVAL OF MINUTES

No minutes will be approved at this meeting.

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

Section F BOARD POLICIES

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

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

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

Revision BP/AR 3513.3	Business and Non-instructional Operations TOBACCO-FREE SCHOOLS	Penanhoat
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F.2 Second Reading of Board Policies, Regulations and Bylaws

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

Revision AR 4112	Certificated Personnel APPOINTMENT AND CONDITIONS OF EMPLOYMENT	Vaca
NEW E 4112.9 E4212.9 E4312.9	All Personnel EMPLOYEE NOTIFICATIONS	Vaca
Revision BP 4112.21	Certificated Personnel INTERNS	Vaca
Revision AR 4112.23	Certificated Personnel SPECIAL EDUCATION STAFF	Vaca
NEW AR 4217.11	Classified Personnel PRERETIREMENT PART-TIME EMPLOYMENT	Vaca
BP 5111	Students ADMISSION	Freeman/ Ridge
BP/AR 5111.1	Students DISTRICT RESIDENCY	Freeman/ Ridge
BP/AR 5141.21	Students ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS	Freeman
BP/AR 5141.52	Students SUICIDE PREVENTION	Freeman
Revision BP & AR 6174	Instruction EDUCATION FOR ENGLISH LANGUAGE LEARNERS	Freeman

ROLL CALL VOTE:

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

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

Section G CONCLUSION

G.1 Superintendent's Announcements (3 minutes)

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

Notes:

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

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

Notes:

G.3 ADJOURNMENT

Moved:
Seconded:
Vote:

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



OXNARD SCHOOL DISTRICT

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

www.oxnardsd.org

To: Dr. Cesar Morales, Superintendent
From: Anna Thomas, Director of Curriculum, Instruction and Accountability
Date: July 27, 2017

RE: Donation of School Supplies

I respectfully request that the Board of Trustees accept the donation of approximately \$100 worth of basic, brand new school supplies to our district from Mr. David Havens, an Oxnard resident. He and his wife make a practice of donating school supplies to the community in which they live. He leaves the distribution of the supplies to the discretion of the district. There is no affiliation to any program or business.

I would like to thank Mr. Havens for this generous and thoughtful donation.

Mr. Havens' mailing address is: 1955 Majorca, Oxnard, CA 93035.

Thank you.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Approval of Agreement #17-102 – International Center for Leadership in Education, a division of Houghton Mifflin Harcourt (Freeman/Curtis)

Consultant will provide three (3) days of professional development on September 18-19, 2017 and October 16, 2017, on SAMR (S-Substitution, A-Augmentation, M-Modification, R-Redefinition) Training for TOSA & Tech Mentors.

FISCAL IMPACT:

\$11,550.00 – Unrestricted General Fund

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-102 with International Center for Leadership in Education, a division of Houghton Mifflin Harcourt.

ADDITIONAL MATERIALS:

Attached: Agreement #17-102, International Center for Leadership in Education, a division of Houghton Mifflin Harcourt (2 Pages)
Proposal (6 Pages)
Certificate of Insurance (1 Page)



RIGOROUS LEARNING FOR ALL STUDENTS

SERVICES AGREEMENT

CP: 006336428

NAME OF DISTRICT/ORGANIZATION: OXNARD SCHOOL DISTRICT
 ADDRESS OF DISTRICT/ORGANIZATION: 1051 SOUTH A STREET, OXNARD, CA 93030

Date	Days	Description	Cost
Sept 18-19, 2017 October 16, 2017	3	Component 1: Digital Leadership and Learning Courses and Job-Embedded Coaching <i>Three full-day, on-site learning and planning session with ICLE consultant and cadre of technology coaches selected from each school site. Estimated 40 participants per session. Topics to include:</i> <ul style="list-style-type: none"> - Alignment to practical applications of SAMR to classroom instruction (What is SAMR really?) - Calibration across TOSA and Tech Mentor Groups (Making sure we all agree on what constitutes S, A, M, and R) - Design and Implementation (How do we cultivate classroom experiences that exist in the realm of M and R?) 	\$11,550
Total			\$11,550.00

Total Cost Includes	
Travel and Expenses	<ul style="list-style-type: none"> - Airfare - Ground transportation - Meals - All other travel expenses
Materials	- Instructional materials used during the session (as applicable)
Delivery	- Onsite professional development sessions delivered over time as scheduled in collaboration between client and ICLE

Services Agreement valid for 30 days -

Subject to terms and conditions, located at: <http://www.hmhco.com/common/terms-conditions#hmhstc>

The district referenced above hereby accepts and agrees to the details set forth in this Services Summary, including dates and fees, subject to the terms and conditions.

CLIENT:

Signature: _____

Date: _____

Printed Name: Lisa A. Franz

Title: Director, Purchasing

- **Is a PO needed in order to pay invoice?** Yes No
- **Is the PO attached?** Yes No **If no, anticipated date of PO:** _____
- **Please invoice from Houghton Mifflin Harcourt:** **Upon delivery of service** or **Upfront**
- Please return Services Agreement and PO (payable to Houghton Mifflin Harcourt) to:
GBoyd@leadered.com
Fax (303) 504.9417

A DIVISION OF



Houghton Mifflin Harcourt.



Digital Leadership and Learning

Embracing Technology to Support Rigorous Learning and Real-World Relevance

Proposed Comprehensive Scope of Work for

Oxnard School District

What ICLE Heard

Oxnard School District is committed to increasing student achievement and 21st century workplace skills. To this end, they adopted a blended, 1:1 model of technology-integrated instruction three years ago. To build internal capacity and ensure consistent, rigorous digital instruction across the district, technology coaches will be assigned to act as on-site resources for teachers. These coaches will have varying levels of expertise using technology in the classroom, so the goal is to train these staff members in instructional strategies, creative problem solving, lesson planning and observation using the SAMR model, and real-world application.

How ICLE Can Help

The International Center for Leadership in Education (ICLE), a division of Houghton Mifflin Harcourt, is uniquely qualified to assist Oxnard School District with the development and implementation of a district-wide initiative to foster rigorous and relevant digital learning environments and mathematics instruction. Since 1991, ICLE has been at the forefront of promoting rigorous and relevant instruction and developing effective instructional leaders. ICLE has produced proven strategies, techniques, and research-based programs that have helped states, districts, and schools drive student achievement through data driven instruction.

We know that it takes more than just devices to ensure the success of a digital initiative. Educators require the professional learning to change their practice in order to transform school culture and instruction.

Our Digital Leadership & Learning solutions target the specific needs of leaders *and* teachers to grow awareness, develop expertise, and establish sustainable change for moving the needle on student learning. Our services are driven by education experts who have walked-the-walk with technology initiatives, who have seen firsthand what digital learning success looks like, and who are prepared to apply their expertise to improve leadership, teaching, and learning in your school or district.



Leading our practice area is ICLE Senior Fellow [Eric Sheninger](#). As the award-winning principal of New Milford High School, Sheninger oversaw the successful implementation of several sustainable change initiatives that radically transformed the learning culture at his school while increasing achievement. His efforts to implement technology as a mechanism for transforming teaching, learning, and community engagement has led to the formation of the Pillars of Digital Leadership, a framework for all educators to initiate sustainable change to transform school cultures. These conclusions are the basis for the frameworks and tools that will guide our collaboration and partnership with Oxnard SD.

Our Recommended Strategy

We work to understand the unique characteristics, practices, and challenges of each district and school with which we partner. Through a comprehensive and blended approach, we will tailor your implementation of courses and coaching to fit your leadership needs, as well as the context of your district. The implementation process is supported by an online tool, accessible by both participants and leadership coaches, where school-specific data is collected, goals are set, and progress is monitored.

Through our conversations, the following components have been tailored to meet your district’s specific needs to help you move toward rigorous learning for all students:

Component 1: Foundations of Digital Learning

Component 2: Job-Embedded Coaching

➤ Component 1: Foundations of Digital Learning

The ***Foundations of Digital Learning*** content are day-long interactive professional learning courses for leadership teams that can be tailored to meet the needs of your district, and job-embedded coaching opportunities. The Foundational content builds the capacity of teachers and coaches, focusing on a deep understanding of rigorous and relevant learning and re-envisioned learning spaces supported by purposeful technology implementation. These courses are intended for school/district instructional teams and coaches.

Foundations of Digital Learning
Course 1: Creating a Rigorous and Relevant Digital Learning Environment
Course 2: Implementing Future Ready Learning
Course 3: Leading Instruction for Rigorous Digital Learning



Course 1: Creating a Rigorous and Relevant Digital Learning Environment

Creating an impactful digital learning environment requires teachers to thoughtfully examine the learning experiences being created for students. In this experience, teachers will engage in a deeper dive of the Rigor/Relevance Framework to develop effective instruction and re-envisioned learning spaces that increase critical thinking and real-world significance while successfully leveraging digital tools. Teachers will create a digital classroom that will encourage students' creativity, critical thinking, collaboration, and communication.

Learning Outcomes:

- Develop rigorous and relevant learning experiences that purposefully leverage available technology.
- Design and implement an effective learner environment that is engaging and aligned to priority learning needs.
- Enhance professional learning by leveraging Personal Learning Networks (PLN's).
- Produce a strategic action plan to drive rigorous and relevant learning aligned digital initiatives.

Course 2: Implementing Future-Ready Learning

Creating future ready learning experience is a process that requires the alignment rigorous learning outcomes with future-relevant learning experiences. In this experience, teachers will discover effective practices for supporting student collaboration and communication, creativity, and critical thinking aligned to priority learning goals, technology standards, and frameworks of effective instruction. Teachers will leave this session equipped with a strategic action plan to create future ready learning experiences that enable students to leverage technology to drive increased collaboration, the creation of relevant artifacts, and to critically think about learning content.

Learning Outcomes:

- Identify the importance and impact of teaching future ready skills for college and career readiness.
- Establish and maintain a learning environment that supports collaboration, communication, creativity, and critical thinking opportunities for all students.
- Plan learning experiences that purposefully leverage technology and support students in demonstrating competency in authentic and meaningful ways.
- Develop a strategic action plan to implement future ready learning opportunities for all students.

Leading Instruction for Rigorous Digital Learning

When an effective technology implementation is aligned with rigorous and relevant learning experiences for all students, change can occur. In this experience, leaders will take a deeper dive into Rigor/Relevance Framework to support teachers in developing instruction and learning spaces that increase critical thinking and real-world significance while effectively leveraging digital tools. Leaders will be immersed in change leadership strategies and scenarios to continue the process of transforming system-wide school culture aligned with their vision for digital implementation. Leaders will leave this session equipped with a strategic action plan to drive their digital initiatives and increase rigor, relevance and relationships.

Learning Outcomes:

- Establish the need for leading change associated to rigorous learning in a digital environment.



- Adapt positive relationships among students, parents, and staff to drive rigorous learning with technology.
- Re-design learning spaces and environments to improve student outcomes.
- Developing Personal Learning Networks (PLN's) as a means to develop self-sustaining professional growth practices.
- Monitor the impact of technology on student learning and instructional practices through evidence-based artifacts.
- Develop a strategic action plan to drive rigorous and relevant learning aligned digital initiatives.

➤ Component 2: Job-Embedded Coaching

By meeting with a coach on an ongoing basis, the International Center for Leadership in Education will nurture the skills and knowledge of impactful leaders and teachers, providing targeted professional advice and guidance — ensuring all participants are prepared to collaboratively identify observable indicators, capture accurate notes, and turn the data into actionable, accurate dialogue maximizing rigor and relevance of every-day learning for all students. Leaders and teachers will gain personal guidance and support in identifying priorities and developing leadership skills by working collaboratively with the coach.

Example Instructional Coaching Modules

- Creating Rigorous and Relevant Learning Experiences for Students
- Re-Envisioning an Effective Learning Environment
- Managing Student Learning with Technology
- Increasing Relevant Communication and Collaboration
- Building Opportunities for Students to Create
- Developing an Effective Personal Learning Network

Investment Summary

Component	Investment
Component 1: Digital Leadership and Learning Courses and Job-Embedded Coaching <i>Three full-day, on-site learning and planning session with ICLE consultant and cadre of technology coaches selected from each school site. Estimated 40 participants per session. Topics to include:</i> <ul style="list-style-type: none"> - <i>Alignment to practical applications of SAMR to classroom instruction (What is SAMR really?)</i> - <i>Calibration across TOSA and Tech Mentor Groups (Making sure we all agree on what constitutes S, A, M, and R)</i> - <i>Design and Implementation (How do we cultivate classroom experiences that exist in the realm of M and R?)</i> 	\$11,550
Total (All inclusive)	\$11,550.00

Contact Us:

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 Office: 720.473.7453

Kyra Donovan
 Director of Professional Learning
KDonovan@leadered.com
 Mobile: 971.412.5523

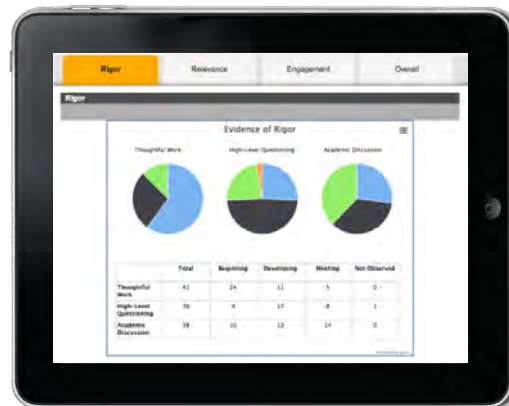
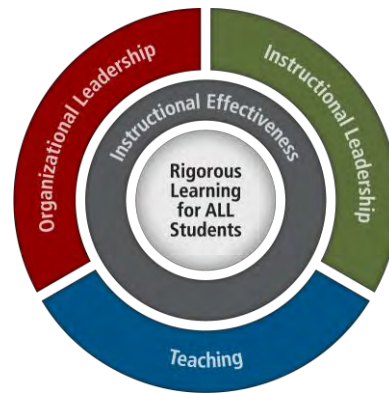
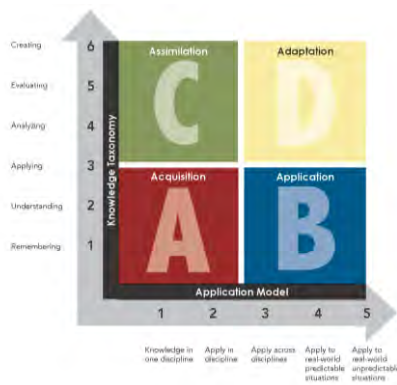
International Center for Leadership in Education

A division of Houghton Mifflin Harcourt
 5680 Greenwood Plaza Blvd, Suite 550
 Greenwood Village, CO 80111
www.leadered.com

APPENDIX

➤ ICLE's Approach to Rigorous Learning

ICLE provides long-term strategic solutions based on two key frameworks: The Rigor/Relevance Framework® and the Daggett System for Effective Instruction. The Rigor/Relevance Framework is used to guide curriculum, instruction and assessment. The Daggett System for Effective Instruction is used to create a Systemwide approach to rigorous learning for all students.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2017

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

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

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377 003210-STND-GAWU-17-18	CONTACT NAME:		FAX (A/C, No):
	PHONE (A/C, No, Ext):		
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : ACE American Insurance Company			22667
INSURER B : Agri General Insurance Company			42757
INSURER C : ACE Fire Underwriters Insurance Company			20702
INSURER D : Indemnity Insurance Company of North America			43575
INSURER E : N/A			N/A
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** NYC-008590721-29 **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G27868290	05/15/2017	05/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISA H09060571	05/15/2017	05/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLR C64412000 (CA,MA) WLR C64412024 (TN) SCF C64412012 (WI) WLR C64412036 (AOS)	05/15/2017 05/15/2017 05/15/2017 05/15/2017	05/15/2018 05/15/2018 05/15/2018 05/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

OXNARD SCHOOL DISTRICT IS INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS' COMPENSATION) WITH RESPECT TO ANY WRITTEN CONTRACT THEY MAY HAVE WITH THE NAMED INSURED.

THERE IS NO ADDITIONAL EXCLUSION ON THE GL POLICY FOR SEXUAL MOLESTATION.

CERTIFICATE HOLDER

OXNARD SCHOOL DISTRICT
1051 SOUTH A STREET
OXNARD, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Yevgeniya Muyamina

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OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 8/23/17

- Study Session:** _____
- Closed Session** _____
- A-1. Preliminary** _____
- A-II. Reports** _____
- B. Hearings** _____
- C. Consent Agenda** _____

Agreement Category:

- Academic**
- Enrichment**
- Special Education**
- Support Services**
- Personnel**
- Legal**
- Facilities**

- D. Action Items** _____
- F. Board Policies** **1st Reading** _____ **2nd Reading** _____

Approval of Agreement #17-103 – Nutrition Ink Dietetic Internship Program (NIDIP) (Penanhoat/Lugotoff)

Dietetic Intern students are required to complete a ten-month rotation of various aspects of work related to the field of nutrition. Students will rotate within the fields of Community Nutrition, Clinical Nutrition, Food Service Management, and specialty dietetics. Upon completion of the rotation, the student is then able to take the national exam, which qualifies them for a Registered Dietetic License. OSD can support this educational opportunity by exposing interns to Food Service Management activities. Students assigned to OSD will work on various supervised assignments. Examples include preparing and conducting continuing education lessons for CNS staff, cost assessment activities for specified goods, food waste studies, organizing and conducting taste testing events with students, menu planning, and completion of research assigned by internship program.

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 #17-103 with Nutrition Ink Dietetic Internship Program (NIDIP).

ADDITIONAL MATERIALS:

Attached: Agreement #17-103, Nutrition Ink Dietetic Internship Program (NIDIP)

AFFILIATION AGREEMENT #17-103
BETWEEN
Nutrition Ink
and
Oxnard School District

This Affiliation Agreement is entered into between the Nutrition Ink Dietetic Internship Program (NIDIP) located in Banning, California and Oxnard School District (The Affiliated Facility) located in Oxnard, California.

PURPOSE

Nutrition Ink has a 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 the Affiliated Facility recognizes the need for providing the community which it serves the personnel qualified as Dietitians; and is willing to assist by providing a supervised experience to the students enrolled in the program; and the contracting parties are desirous of cooperating to furnish Dietetics education;

THEREFORE, it is mutually agreed by and between such parties that

RIGHTS AND OBLIGATIONS

1. Nutrition Ink and the Affiliated Facility shall cooperate to provide supervised experience to students of the Nutrition Ink enrolled in the Dietetic Studentship.
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 Studentship.
3. Students are not employees of Nutrition Ink or the Affiliated Facility and are not entitled to any employee benefits or compensation of either party.
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 (HIPAA) and by policies and procedures of Nutrition Ink 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 majoring in Dietetics shall occur at any time during year as follows:
 - a. Maximum of 1 student(s) shall be assigned to the Affiliated Facility at any one time for experience.
 - b. The length of the time the student(s) will be assigned to the Affiliated Facility shall be mutually agreed to by Nutrition Ink 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 Nutrition Ink staff member/s. Nutrition Ink 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. Nutrition Ink methods of evaluation/observation.
 8. The students shall undergo a health examination, drug testing, background checks and/or supply any health documents which the Affiliated Facility may require. Any costs will be covered by the student.
 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 study time 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 Nutrition Ink 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 staff.

- h. Report any absenteeism to the Affiliated Facility and Nutrition Ink staff prior to scheduled time for arrival.
 - i. Maintain the confidentiality of all Affiliated-Facility clients.
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 & Nutrition Ink staff.
 - 5. Does not replace staff to fulfill any staff work responsibilities, unless related to activities to meet Dietetic Studentship 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 Nutrition Ink staff members in presenting formal evaluations made by the Affiliated Facility, to the student.

EFFECTIVE DATE

- 1. This Agreement shall become effective on 8/24/2017 and will end on June 30, 2018, 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.

Please provide the following information: Number of interns you are able to train per year: **(3) three**

Please check all rotations that apply to your facility:

- Community Nutrition
- Foodservice Management
- Clinical Nutrition
- Research Education
- Elective (Entrepreneur/Management in Dietetics)

Nutrition Ink Dietetic Internship Program (NIDIP)

Oxnard School District
Business Name

By: _____
Signature

By: _____
Signature

Print Name: Lisa A. Franz

Name: Elissa Lerma

Title: Director, Purchasing

Title: Nutrition Ink Human Resources Director and Finance Manager

Date: _____

Date: _____

Mailing address:

Mailing address:

1051 South A. Street
Oxnard CA 93030

3164 W Ramsey Street
Banning, CA 92220



Nutrition Ink Dietetic Internship Program (NIDIP)

Consultant Dietitians Since 1981

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Approval of Overnight Field Trip and Agreement #17-73 – The Outdoor School at Rancho Alegre - Marshall School (Freeman/Breitenbach)

Approval is requested for participation of 65 5th grade students from Thurgood Marshall in an instructional program of Outdoor Science & Conservation Education, June 5-8, 2018, at the Outdoor School located in Santa Barbara. 5th grade students will have an opportunity to enhance their science knowledge by participation in numerous hands on science related activities. In addition to the curriculum enrichment, students have an opportunity to be part of a team and an opportunity to become leaders.

FISCAL IMPACT:

There is no impact to the General Fund. Costs are \$288 per student, \$144 per district staff member, and the total including insurance and round-trip bus transportation is not to exceed \$24,300.00. Costs will be paid from the Donation – Science Camp Fund.

RECOMMENDATION:

It is the recommendation of the Principal, Marshall School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Overnight Field Trip and Agreement #17-73 with The Outdoor School, at no cost to the district.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-73, The Outdoor School at Rancho Alegre (2 Pages)

This AGREEMENT, made and entered into this date by the Executive Director, LOS PADRES COUNCIL, LEARNING FOR LIFE (hereinafter referred to as COUNCIL) and a school district in the State of California, (hereinafter referred to as DISTRICT), under which COUNCIL and DISTRICT, by virtue of Education Code 8760, for the purpose of providing the DISTRICT with programs and classes in Environmental Education, mutually agree with respect to the following:

- 1. Guaranteed Minimum Attendance.** DISTRICT will enroll a guaranteed minimum number of pupils at the Outdoor School during the 2017-2018 school year as follows:

Name of School	Scheduled Minimum Number of Pupils	Scheduled Session of Attending
Thurgood Marshall	65	June 5 th - 8 th , 2018

- 2. Guaranteed Attendance.** Guarantees the larger of the following number of pupils:
- 2.1. The number of pupils actually attending the Outdoor School, or
 - 2.2. ninety percent (90%) of the scheduled minimum number of pupils per scheduled session.
 - 2.3. Changes in District's registered students require written notification to the COUNCIL no later than the following dates:
 - Schools attending between October and December must submit final numbers by October 1st.
 - Schools attending between January and March must submit final numbers by Dec. 1.
 - Schools attending between April and June must submit final numbers by March 1st.
 - 2.4. COUNCIL reserves the right to lower the minimum number of pupils reported by the DISTRICT.
- 3. Overbooking.** Attendance above the scheduled minimum number of pupils must have Outdoor School approval in writing. Unapproved overbooking is not permitted.
- 4. Withdrawal.** After this contract is signed by both DISTRICT and COUNCIL a DISTRICT/School may withdraw from the Outdoor School providing that a replacement DISTRICT/School can be substituted with an enrollment no less than ninety percent (90%) of the Scheduled Minimum Number of Pupils of the DISTRICT/School wishing to withdraw. Should the provisions of this section not be adhered to, COUNCIL may bill DISTRICT and DISTRICT agrees to pay COUNCIL on the basis of the scheduled minimum number of pupils.
- 5. Cancellation.** COUNCIL reserves the right to change or cancel DISTRICT's scheduled session of attendance under conditions which would make the operation of the Outdoor School imprudent or unsafe, such as, but not limited to, threat of fire, flood, storm or other natural or manmade disturbances. In such event, COUNCIL will make every effort to provide reasonable advance notice to DISTRICT for rescheduling or a refund of the fees and booking fee.
- 6. Costs-Pupils.** For each scheduled session of attendance, DISTRICT will pay COUNCIL \$288.00 per pupil for a four-day week. The per pupil payment includes rental of the Los Padres Council Facility, for purposes of conducting the DISTRICT program and classes, food and lodging for pupils, and the services of the naturalists and program supplies.
- 7. Costs-District Personnel.** DISTRICT will be charged \$144.00 per person for district personnel, based on a four-day week.
- 8. Booking Fee.** It is understood and agreed to by both parties there is a booking fee required in the amount of \$1,500.00 per session of attendance for schools with 31 or more students or \$1,000.00 for schools with 30 or less students. This fee confirms the scheduled session of attendance at the Outdoor School. The booking fee is nonrefundable but will be included as payment towards the final invoice.
- 9. Discount.** A discount is available to those schools that pay 20% of total fees (based on your original contract) by September 29th, 2017. The discounted amount is \$10.00 per pupil for a four-day week.
- 10. Payment** of 90% of the total cost accrued under this AGREEMENT will be made by the DISTRICT to the Outdoor School, 2680 Hwy 154, Santa Barbara, CA 93105 30-days prior to the scheduled session of attendance at the Outdoor School. DISTRICT will receive a correction invoice upon departure, net due in 21 days.
- 11. Late charge of two percent (2%) per month** on the invoiced unpaid balance will be charged to the DISTRICT beginning on the first day after the payment deadline.
- 12. Insurance** coverage shall be as follows:
- 12.1. DISTRICT shall hold harmless, defend and indemnify the National Council, and the Los Padres Council, Boy Scouts of America, and their officers, agents, and employees from any and all claims for damage resulting from acts or omissions of DISTRICT, its officers, agents, employees and pupils with respect to the Outdoor School.
 - 12.2. DISTRICT agrees to carry a comprehensive general liability insurance policy in the amount of not less than one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for each occurrence, and property damage in the amount of not less than two hundred thousand dollars (\$200,000.00) in the form acceptable to the COUNCIL.
 - 12.3. DISTRICT agrees to secure a specific endorsement on its liability policy stating: "Such insurance as is afforded by this policy for the National Council, and the Los Padres Council, Boy Scouts of America and their officers, agents, and employees shall be primary, and any insurance carried by the National Council, and the Los Padres Council, Boy Scouts of America and their officers, agents, and employees shall be in excess and noncontributory." It is further agreed that DISTRICT shall provide COUNCIL with a certificate of insurance naming the National Council, and the Los Padres Council, Boy Scouts of America and their officers, agents, and employees as additional insured under its comprehensive general liability policy and provide a thirty (30) day cancellation or reduction of coverage clause.
 - 12.4. Such insurance as is afforded by the parent's health and/or accident policy for the pupil(s) shall be primary, and any insurance carried by the DISTRICT or the National Council, the Los Padres Council, Boy Scouts of America or the DISTRICT shall be secondary.
- 13. DISTRICT will provide certificated personnel** (one per class) who will assist in instruction and supervision at the Outdoor School. Minimum certificated personnel to student ratio allowed is 1.35.
- 13.1. At least one certificated person from DISTRICT must remain at the Outdoor School facility at all times during the period of attendance to assure administrative control.
 - 13.2. DISTRICT shall maintain administrative control of its pupils from time of departure from the home school until time of return to the home school.

- 14. **Supervision.** DISTRICT will provide cabin leaders/chaperones in such numbers as are necessary to meet the Outdoor School requirements. DISTRICT should select these cabin leaders/chaperones according to DISTRICT policy. DISTRICT is responsible for supervision and discipline of cabin leaders/chaperones. COUNCIL will pay costs of food and lodging for cabin leaders/chaperones (up to 12 cabin leaders/chaperones) at the Outdoor School. **Additional** cabin leader/chaperone will be charged at the district personnel rate.
- 15. **Damages.** DISTRICT will be responsible for any and all damages to Rancho Alegre/Outdoor School property, which may reasonably be attributed to the actions of the attending DISTRICT.
- 16. **Rules and Regulations.** DISTRICT will abide by the rules and regulations of established by COUNCIL for the operation of the Outdoor School.
- 17. **Naturalist Services.** The services provided by the naturalist in implementing the DISTRICT's program and classes in outdoor science and conservation education shall be under the exclusive control and management of the DISTRICT and shall comply with all guidelines established by the Superintendent of Public Instruction relating to outdoor educational programs.
 - 17.1. The naturalist shall be supervised by a certificated employee of the DISTRICT.
 - 17.2. The naturalist is subject to the provisions of the Education Code sections 45125 (use of personal identification cards to ascertain conviction of crimes) and 49406 (examination for tuberculosis).
 - 17.3. No person who has been convicted of any sexual offense defined in Education Code 44010, or any controlled substance offense defined in Education Code 44011, shall be permitted to render service as a naturalist.
- 18. **COUNCIL will provide a curriculum** that follows the standard California framework. The COUNCIL's curriculum may not be altered once the contract is signed.
- 19. **Refund Policy:** A student that attends The Outdoor School in conjunction with their public or private school will owe the respective fees appropriated for each student (\$288.00 per student; or \$259.20 for students attending with a school that is participating in their first year at The Outdoor School) payable by the student's guardian to the student's public or private school at the appropriate date designated by that institution. The contracted institution will then owe The Outdoor School for the number of students that attend OR must pay for 90% of the contracted number of students) (**Sec. 2**).
 In the event that a student attends The Outdoor School and must go home for a major circumstance (such as illness, death in the family, medical emergency) the Outdoor School and the COUNCIL reserves the right to charge for the dismissed student(s) in full; partial; or forgiven (non-charged) amount.
 A student leaving within the first 24 hours of programming will typically be forgiven the due amount or be charged a partial fee of 1/4 the 4 day rate: \$72.00 (returning schools)/\$64.80 (new schools). A student leaving between Day 2 and Day 4 of the program is typically charged the full tuition of \$288.00 (returning schools)/\$259.20 (new schools). All circumstances and rates are subject to change under the administration of the COUNCIL, and The Outdoor School at Rancho Alegre.
 The student's public or private institution may also choose to refund the guardian of the respective student(s) in full or partial amounts based on transportation costs; in meeting 90% of the contracted numbers; or other designated criteria.
 Students that are dismissed from the program for behavioral infractions/discipline at any time during the program will not be eligible for a refund.

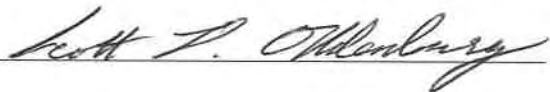
This contract is null and void if not signed and returned within 60 days, beginning June 30, 2017. Terms of this AGREEMENT may only be modified at any time, in writing, by mutual agreement of both parties.
 This agreement shall be in effect July 1, 2017 to June 30, 2018.

After reviewing, please make a copy of this contract and sign and return it by June 30, 2017 to:
THE OUTDOOR SCHOOL
2680 HWY. 154
SANTA BARBARA, CA 93105

APPROVED FOR THE GOVERNING BOARD OF THE DISTRICT

APPROVED FOR THE LOS PADRES OUTDOOR SCHOOL LEARNING FOR LIFE OWNER AND OPERATOR, THE OUTDOOR SCHOOL

BY: _____



TITLE Lisa A. Franz, Director, Purchasing

Executive Director

DATE _____

DATE 6/8/17

DISTRICT ADDRESS:
 1051 South A Street
 Oxnard, CA 93030

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

- A. Preliminary Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____
- Agreement Category:**
____ Academic
X Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #17-113 – Art Trek Inc. (Freeman/Thomas)

Art Trek Inc. will provide professional development sessions, lessons, and instructional support for the arts program in the after school program for the 2017-2018 school year. These services will be available to all schools in the Oxnard School District.

FISCAL IMPACT:

Not to Exceed \$30,000.00 – ASES Grant Funds

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-113 with Art Trek Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-113, Art Trek Inc. (2 Pages)
Certificate of Insurance (1 Page)



OSD AGREEMENT #17-113

2017-2018 Agreement for After School Education and Safety ART for Oxnard School District

This Agreement for Instructional Services, effective between [Oxnard School District](#), with its address at [1051 South A Street, Oxnard, CA 93030](#) and [Art Trek, Inc.](#), with its principal office at [703 Rancho Conejo Blvd., Newbury Park, CA 91320](#).

[Oxnard School District](#) finds that Art Trek, Inc. is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement. In consideration of this agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

SERVICES: Art Trek shall provide the following services to your school district for the 2017-2018 school year:

- One six (6) hour kick-off training followed by monthly, three (3) hour training workshops at which After School Enrichment and Safety (ASES) Program staff receive for themselves and their students.
- Art lessons and training on classroom teaching methods, English language support, materials set up and use. Attendees do their own art and process as a group in these meetings.
- Written instructional lessons, vocabulary posters, Art Trek art samples, Great Masters prints (when applicable).
- Classroom language arts and visual arts extensions: ART and METAPHOR.
- School visitations/evaluations/support (up to 20 visits).
- Mentoring series for first year teachers.
- Conversation Starters for purposeful dialogue to help build English Learners through conversations where both teacher and student lead.

ADDITIONAL AGREEMENTS:

- All lessons will be submitted by Art Trek, Inc. to the Oxnard School District for review **prior to scheduled training date.**
- All lessons are to be confirmed by the Oxnard School District prior to the staff training.

PAYMENT: Art Trek shall be paid as follows:

Teacher Workshops:

- \$2,500.00 per each 6 hour workshop (intended to be one time)
- \$1,500.00 per each 3 hour workshops (intended to be monthly)

\$ 250.00 per classroom observation and site support of the program
\$2,000.00 per support for major event (Art Gala)

Maximum Program Budget:

\$16,000.00 Teacher Workshops Fees

\$ 5,000.00 Planned Arts Program Classroom Support/Visits (Up to 20)

\$ 2,000.00 Art Gala support

Plus reimbursement for any specialized materials or photocopies for the success of the program (must be pre-approved).

INVOICING: All teacher training workshop invoices will be mailed following each workshop. Payment is due upon receipt.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California.

If this Agreement meets with your approval, please sign, date, and return via fax, e-mail, or snail mail. Our fax number is (805) 499-1700.

Nan Young, Director

Date

Lisa A. Franz, Director, Purchasing

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2017

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

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

PRODUCER PAUL RICATTO - STATE FARM INSURANCE 141 DUESENBERG DR STE 12 WESTLAKE VILLAGE, CA 91362	CONTACT NAME: PHONE (A/C No, Ext): 805-373-5221	FAX (A/C, No): 805-374-8448
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: State Farm General Insurance Company	25151	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

ART TREK INC
 703 RANCHO CONEJO BLVD
 NEWBURY PARK, CA 91320-1712

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
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		92-CX-C528-1	05/12/2017	07/27/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

OXNARD SCHOOL DISTRICT
 1051 SOUTH "A" STREET
 OXNARD, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Approval of Agreement #17-90, Ventura County Office of Education (Freeman/Ridge)

Ventura County Office of Education (VCOE) will work with the Oxnard School District toward promoting CHAMPS implementation support for staff members for professional learning opportunities during the 2017-2018 fiscal year. The purpose is to support staff in the successful implementation of the PBIS CHAMPS approach.

FISCAL IMPACT:

Not to exceed \$69,240.00 - General Fund per LCAP Goals

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-90 with the Ventura County Office of Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-90, Ventura County Office of Education (1 Page)

**AGREEMENT #17-90 BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION AND OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL LEARNING**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Curriculum and Instruction Department in training administrators and teachers in Cohort A including Rose Avenue, Lemonwood School and Haydock Middle School, and Cohort B including Brekke School, Curren School, Sierra Linda School and Soria School, and Cohort C including Chavez School, Frank School and Ramona School of the Oxnard School District, hereafter called "the District." The purpose is to support staff in the successful implementation of the PBIS CHAMPS approach.

This serves as a Memorandum of Understanding and Responsibility Agreement that "**the District**" and the **Ventura County Office of Education** will work together toward promoting CHAMPS implementation support for Cohort A Cohort B Schools for professional learning opportunities. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. Ventura County Office of Education agrees to:

- a. Provide CHAMPS one half day training in August (Date TBD) for Cohort C administrators and may include leadership team, training for Cohort A, B and C one day each in November 2017 with national trainer and CI staff including breakfast snacks at a designated OSD location and 1 school visitation each and 1 classified staff training each (dates TBD) with CI staff, and one day training in May for Cohorts A and B together and Cohort C with national trainer and CI staff including breakfast snacks at a designated OSD location, and an additional site visit to follow. A total of 20 site visitations includes two for each site and 10 classified trainings, one for each site. The total cost for the training sessions are \$59,400.00.
- b. Provide up to four additional site CHAMPS training and/or visitation support for requested and selected OSD schools. Dates to be mutually determined. Fee for each of the trainings is \$1,250.00 for a total cost not to exceed \$5,000.00.
- c. Maintain ownership of all documents and data produced in the training sessions.

2. The District agrees to:

- a. Ensure each participant has the appropriate set of CHAMPS Books.
- b. Pay for and provide substitute teachers, if they are needed.
- c. Support professional learning through regular classroom visits by school and district administrator to monitor and support implementation of new learning.
- d. Pay Ventura County Office of Education, Curriculum and Instruction Department \$59,400.00 and up to \$4,840.00 for graphics charges for a total of \$64,240.00. If line item b is requested, the total will be \$69,240.00.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented during the 2017-2018 school year. Specific dates may be mutually adjusted as mutually agreed upon.

For the Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

For the Ventura County Office of Education:

Antonio Castro, Ed.D., Associate Superintendent

Date

Lisa Cline, Director, Internal Business Services

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Approval of Agreement #17-98, PDAP of Ventura County Inc. (Freeman/Ridge)

PDAP will provide an Addiction Treatment Counselor as available to provide early intervention group and individual counseling to students referred by faculty at identified schools in the Oxnard School District. Group substance abuse counseling sessions will be conducted, based on need factor, request of the school staff, and availability of PDAP counseling staff. Each group session will be an hour in length for twelve weeks, with the option to continue longer if appropriate for the students being served. Focus of the groups will be on awareness of personal strengths, importance of healthy choices, the dangers of drug and alcohol abuse, and social skills for seeking positive peers. Brief (20-30 minutes) individual counseling sessions will also be conducted as needed.

FISCAL IMPACT:

Not to exceed \$30,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-98 with PDAP of Ventura County Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #17-98, PDAP of Ventura County Inc. (2 Pages)
Certificate of Insurance (2 Pages)

AGREEMENT #17-98 BETWEEN

Palmer Drug and Alcohol Treatment Program (PDAP) of
Ventura County, Inc.
and
Oxnard School District

This agreement is entered into this 23rd day of August, 2017 by and between PDAP of Ventura County, Inc. and the Oxnard School District.

PURPOSE: The purpose of the AGREEMENT is to establish and maintain a provision of service relationship between the two parties. PDAP will provide an Addiction Treatment Counselor as available to provide early intervention group and individual counseling to students referred by faculty at identified schools in the Oxnard School District.

Group substance abuse counseling sessions will be conducted, based on need factor, request of the school staff and availability of PDAP counseling staff. Each group session will be an hour in length for twelve weeks, with the option to continue longer if appropriate for the students being served. Focus of the groups will be on awareness of personal strengths, importance of healthy choices, the dangers of drug and alcohol abuse and social skills for seeking positive peers. Brief (20 to 30 minute) individual counseling sessions will also be conducted as needed.

TERM: The term of this AGREEMENT shall commence August 24, 2017 through June 15, 2018.

COMPENSATION: The Oxnard School District will cover the cost for the services provided by PDAP for this program at a rate of \$25 per hour for 4 hours per week in each middle and K-8 school, up to a maximum of \$30,000.00.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Serve as lead Administrative Agent of all schools.
2. Provide space to accommodate the PDAP staff member assigned at each school.
3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student.
4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.

5. Utilize Oxnard School District approved parent permission slips for participation prior to students being served, including OSD HIPPA Release of Information Form.

B. PDAP agrees to the following:

1. Provide an Addiction Treatment Counselor at all agreed sites.
2. Work within the time frame appropriate for the school and agreed upon with the Site Administrator, not interrupting instructional time.
3. Follow Oxnard School District and PDAP procedures concerning client confidentiality.
4. Provide individual and group supervision to Counselors.
5. Provide representation at meetings convened by the Oxnard School District to review the program.
6. Be responsible for having all counselors screened and fingerprinted and testing for TB at their cost prior to beginning the program. PDAP will be responsible for ensuring that all counselors sent to the school sites have proper clearance to work with children as well as a cleared TB test.
7. PDAP will provide documentation of liability insurance with OSD listed as additional Insured.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:

PDAP OF VENTURA COUNTY, INC.:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Ginny Connell, Executive Director
Typed Name/Title

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

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

PDAPO-1

OP ID: AR

DATE (MM/DD/YYYY)
09/08/2016

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

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

PRODUCER CalNonprofits Insurance Svcs P.O. Box 640 Capitola, CA 95010 Marvin Colburt	CONTACT NAME: Marvin Colburt
	PHONE (A/C, No, Ext): 888-427-5222 FAX (A/C, No): 831-462-8529 E-MAIL ADDRESS: marvin@cal-insurance.org
INSURER(S) AFFORDING COVERAGE	
INSURER A : Nonprofits Ins. Alliance of CA	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	
INSURED PDAP of Ventura County, Inc. 450 Rosewood Avenue, Suite 215 Camarillo, CA 93010	NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

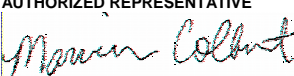
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		2016-48980- NPO	08/22/2016	08/22/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Soc. Service Prof						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
UMBRELLA LIAB <input type="checkbox"/> OCCUR							EACH OCCURRENCE \$
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE \$
<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A							E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Oxnard School District is included as Additional Insured as respects Liability arising from insured's operations per attached Endorsement Form CG2026 04 13; 30 days notice of cancellation except 10 days for non-pay.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2010 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: Robin Freeman

Date of Meeting: 8/23/17

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

Approval of Agreement #17-99 – Conscious Teaching LLC (Freeman/Ridge)

Grace Dearborn of Conscious Teaching LLC will facilitate a 1-2 hour morning keynote for the Oxnard School District on Monday, October 30, 2017. The keynote will focus on both prevention and intervention classroom management techniques that compliment PBIS and help teachers create safer and more structured learning environments.

FISCAL IMPACT:

Total cost not to exceed \$3,500.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-99 with Conscious Teaching LLC.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-99, Conscious Teaching LLC (13 Pages)
Proposal (2 Pages)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #17-99

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 23rd day of August, 2017 by and between the Oxnard School District (“District”) and Conscious Teaching LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 24, 2017 through October 30, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Three Thousand Five Hundred Dollars (\$3,500.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: Conscious Teaching LLC
21 Crest Road
Fairfax, CA 94930
Attention: Grace Dearborn
Phone: 800.667.6062
Fax:

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

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

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

26. **Administration.** CHRIS RIDGE shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

CONSCIOUS TEACHING LLC:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #17-99

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-99

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #17-99

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-99

COMPENSATION

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

Total compensation shall not exceed Three Thousand Five Hundred Dollars (\$3,500.00), unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$3,500.00, as provided in Section 4 of this Agreement.

Not Project Related
 Project

~~**EXHIBIT C**~~
~~**TO AGREEMENT FOR CONSULTANT SERVICES #17-99**~~

~~**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

~~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

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-99

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

Professional Development Proposal for Oxnard School District

6/29/17

Work to Be Performed:

Conscious Teaching's Grace Dearborn will facilitate a 1-2 hour morning keynote for the [Oxnard School District](#), in Oxnard CA, on Monday October 30th, 2017. The keynote will focus on both prevention and intervention classroom management techniques that compliment PBIS and help teachers create safer and more structured learning environments. See details of keynote and content below.

Date & Time of Proposed Workshop: Monday 10/30/17
10am to 12pm

Proposed Cost: \$3500 flat

Handouts: Handouts will be sent in advance via email and will need to be printed, copied, and ready to distribute on the day of the keynote.

Workshop Location: TBD

Workshop Title & Description: (see next page)

Payment

[Oxnard School District](#) will be invoiced by Conscious Teaching for services rendered within 2 weeks of the completion of the work. [Oxnard School District](#) will process payment to Conscious Teaching within 4 weeks of receiving the invoice.

Contact

Formal contracts are optional and not required by Conscious Teaching in order to render services. [Oxnard School District](#) may, if they so desire, create and send Conscious Teaching a contract to sign prior to the workshop date. Contract will specify details of payment, contact information for both parties, and any legal considerations or policies Conscious Teaching should be aware of, as it pertains to completing the specified work. Conscious Teaching will submit all requested signatures and documents needed to complete the contract within 14 business days of receiving the contract.

Cancellation Policy

[Oxnard School District](#) understands that a workshop must be cancelled at least 21 days prior to the scheduled work date in order to incur no cancellation penalty. Workshops cancelled fewer than 21 days prior to the workshop date will incur a cancellation penalty in the amount of 10% of the agreed upon fee. Workshops cancelled fewer than 7 days prior to the workshop date will incur a cancellation penalty in the amount of 20% of the agreed upon fee. There is no penalty for a cancelled workshop if it is rescheduled.

Workshop Title & Description:

Conscious Classroom Management: Bringing Out the Best in Students and Teachers is an interactive and inspirational keynote that addresses common behavioral issues teachers struggle with in the classroom. The keynote will give beginning and veteran educators practical, hands-on strategies for successfully managing student behaviors in the classroom. Both prevention and intervention strategies that compliment PBIS will be presented. All participants, regardless of experience or student population, will leave with multiple strategies they can implement immediately.

In this training participants will learn how to:

- Reduce student arguing and defiance
- Positively connect with and motivate challenging students
- Teach procedures that will maximize student attention and reduce wasted time
- Use consequences to teach personal responsibility and deescalate confrontations
- Combine positive assumptions and concrete techniques to create a safe, structured, and nurturing learning environment where all students get their needs met



Grace Dearborn
Conscious Teaching, LLC
Program Director / Mentor
grace@consciousteaching.com

signature of school/district representative

printed name of school/district representative

today's date



CERTIFICATE OF LIABILITY INSURANCE

SSY
R045DATE (MM/DD/YYYY)
6/30/2017

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

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

PRODUCER		CONTACT NAME:	
AUTO CLUB INSURANCE AGENCY LLC/PHS		PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
253682 P:(866) 467-8730 F:(888) 443-6112		E-MAIL ADDRESS:	
PO BOX 33015		INSURER(S) AFFORDING COVERAGE	
SAN ANTONIO TX 78265		INSURER A: Sentinel Ins Co LTD	
INSURED		NAIC#	
CONSCIOUS TEACHING LLC		INSURER B :	
21 CREST RD		INSURER C :	
FAIRFAX CA 94930		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

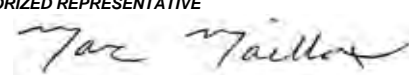
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			72 SBM RB8596	01/24/2017	01/24/2018	EACH OCCURRENCE	\$1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000					
		MED EXP (Any one person)	\$10,000					
		PERSONAL & ADV INJURY	\$1,000,000					
		GENERAL AGGREGATE	\$2,000,000					
		PRODUCTS - COMP/OP AGG	\$2,000,000					
			\$					
	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						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE	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)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District 1051 S 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 
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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Approval of Agreement #17-114 – Dr. Trudy T. Arriaga (Freeman)

Dr. Trudy T. Arriaga will provide professional development in Cultural Proficiency to the Fremont School staff during the 2017-2018 school year. Training will consist of building and expanding on the equity practices currently in place at Fremont School.

FISCAL IMPACT:

Total cost not to exceed \$14,400.00 – LCFF

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-114 with Dr. Trudy T. Arriaga.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-114, Dr. Trudy T. Arriaga (13 Pages)
 Proposal (5 Pages)

OXNARD SCHOOL DISTRICT

Agreement #17-114

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 23rd day of August, 2017 by and between the Oxnard School District (“District”) and Dr. Trudy T. Arriaga (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 24, 2017 through June 30, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Fourteen Thousand Four Hundred Dollars (\$14,400.00), 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 does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Robin Freeman
 Phone: 805.385.1501, x2301
 Fax: 805.486.7358

To Consultant: Dr. Trudy T. Arriaga
 1647 Poli Street
 Ventura, CA 93001
 Phone:
 Fax:

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

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

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

26. **Administration.** **ROBIN FREEMAN** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

DR. TRUDY T. ARRIAGA:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #17-114

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-114

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #17-114

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-114

COMPENSATION

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

Total compensation shall not exceed Fourteen Thousand Four Hundred Dollars (\$14,400.00), unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$14,400.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #17-114

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-114

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #17-114

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #17-114

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-114

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **DR. TRUDY T. ARRIAGA**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Proposal

Culturally Proficient Practices: Building Capacity

Presented to
Oxnard Elementary School District

About the Consultant



Dr. Trudy T. Arriaga, Ed.D. served the Ventura Unified School District as superintendent for 14 years. She began her career as a bilingual paraeducator and enjoyed 40 years of service in education as a teacher, assistant principal, principal, director and university instructor at all levels. Trudy retired as superintendent in July 2015 and was honored by the naming of the VUSD District Office, the Trudy Tuttle Arriaga Education Service Center. She is currently on the Cal Lutheran University faculty as the Chair of the Ed Leadership Department in the Graduate School of Education as a Distinguished Educator in

Residence. Trudy is the co-author of *Opening Doors: An Implementation Template for Cultural Proficiency* with her esteemed colleague, Dr. Randall B. Lindsey. Trudy has received numerous awards to include the ACSA Marcus Foster Award, CAFE Bilingual Administrator of the Year, Ventura Citizen of the Year and most recently the 2017 Professor of the Year by the Association of CA School Administrators. Trudy has focused her life work on the fundamental belief that the educational system has tremendous capability and responsibility to open doors for all students. Her leadership has focused on core values that ensure equity, access, and opportunity for every child and their family. It has been her privilege to ensure that the actions of the organization reflect the stated values of the organization. Trudy works with school districts throughout the United States to support them in their journey towards building culturally proficient organizations.

Overall Goals for 2017-18 Fremont School

- To initiate, support and deepen Cultural Proficiency efforts throughout Fremont School.
- To build on and expand equity practices currently in place in Fremont School.
- To ensure that all members of Fremont School have access and opportunity in a respectful learning environment.

Training Design:

1. Inspire and inform all educators through eight days of comprehensive training to build on the work that has been previously done at the school site.
2. Continue Equity Walk Throughs for all 7th and 8th grade teachers.
3. Continue the work of Cultural Proficiency values, behaviors, knowledge and skills to include an in-depth study and application of the four Tools of Cultural Proficiency – Overcoming Barriers, the Guiding Principles as Core Values, the Cultural Proficiency Continuum, and the Essential Elements of Cultural Competence as standards to guide policy and practice.
 - Professional learning experience to introduce and conduct in-depth explorations of the Tools of Cultural Proficiency.
 - Provide meaningful experiences to deepen knowledge and skills with Tools of Cultural Proficiency with emphasis on development and use of breakthrough communication and door opening skills.
 - Serve as a mentor / partner to the new principal as she establishes her leadership in the area of cultural proficiency.

Training Themes

1. Use of the Four Tools of Cultural Proficiency:
 - Embracing the Guiding Principles of Cultural Proficiency as core values in esteeming culture as central to professional and institutional practice.
 - Recognizing, identifying and overcoming personal and professional barriers to Cultural Proficiency.
 - Discerning unhealthy values, behaviors, policies and practices in a way that allows educators and their schools to use healthy values, behaviors, policies and practices that embrace student cultures as assets.
 - Learning and using the Essential Elements of Cultural Proficiency as standards that guide educators in their primary functions of leadership, counseling, student interactions, parent/guardian interactions, classroom instruction, on-going curriculum development, and approaches to assessment and accountability.
2. Leading systemic change using the Tools of Cultural Proficiency with the metaphor of Opening Doors as a guiding principle.
3. Sustaining a Cultural Proficient Learning Community through Coaching and Leadership Skills.
4. Assessing Cultural Proficiency through Shared Practice with an emphasis on values vs. actions.
5. Institutionalizing Cultural Proficiency through Collective Learning.

Intended Learning Outcomes

- Participants to view Cultural Proficiency as a shared priority;
- Participants to experience Cultural Proficiency as personal and professional work;
- Participants to develop Culturally Proficient efficacious practices in institutional applications.
- Participants to use the Tools of Cultural Proficiency as a guide for addressing classroom, school and district based equity issues.

Dates / Cost

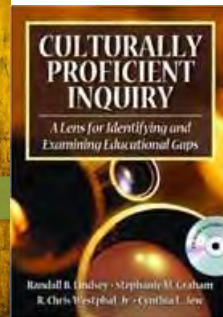
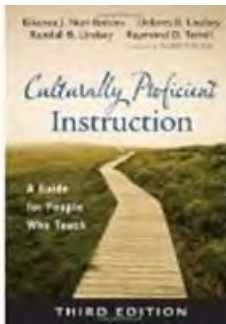
Consultant will work with the new principal to establish dates, with an emphasis on the majority of the days being completed in the first semester of the 2017-18 school year.

Total cost of 8 days consultation: \$1800 per day for a total of \$14,400. This cost is inclusive of all transportation, preparation, planning and materials.

Training Materials

1. Instructional materials used in the training may include:
 - a. *Culturally Proficient Learning Communities: Confronting Inequities through Collaborative Curiosity* (2009) by Delores B. Lindsey, Linda D. Jungwirth, Jarvis V.N.C. Pahl, and Randall B. Lindsey
 - b. *Cultural Proficiency: A Manual for School Leaders*, 3rd Edition (2009) by Randall B. Lindsey, Kikanza Nuri-Robins, and Raymond D. Terrell

- c. *Opening Doors: An Implementation Template for Cultural Proficiency*, (2016) by Trudy T. Arriaga and Randall B. Lindsey
- d. *Culturally Proficient Inquiry: A Lens for Identifying and Addressing Achievement Gaps*, (2008) by Randall B. Lindsey, Stephanie M. Graham, R. Chris Westphal, Jr., and Cynthia L. Jew.



OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

- Study Session: _____
- Closed Session _____
- A-1. Preliminary _____
- A-II. Reports _____
- B. Hearings _____
- C. Consent Agenda _____

Agreement Category:

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

- D. Action Items _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #17-85 – Child Development Resources of Ventura County Inc. – Ground Lease for Haydock Head Start (Freeman/Thomas)

This agreement renews the Ground Lease terms between the Oxnard School District and Child Development Resources of Ventura County Inc. (CDR) for the Head Start Program at Haydock.

Term of the Ground Lease: July 1, 2017 to June 30, 2020

FISCAL IMPACT:

No cost to the Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-85 with Child Development Resources of Ventura County Inc. for the Head Start Program at Haydock.

ADDITIONAL MATERIALS:

Attached: Agreement #17-85, Child Development Resources of Ventura County Inc. (15 Pages)

Agreement #17-85

OXNARD SCHOOL DISTRICT
and

CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

SITE LEASE OF REAL PROPERTY
FOR OPERATION OF HAYDOCK HEAD START [PROGRAM]

This Site Lease of Real Property (the Site Lease) is hereby made and entered into this 23rd day of August, 2017(Effective Date), by and between OXNARD SCHOOL DISTRICT, a California public school district in the County of Ventura, California (the District) and CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC. (Lessee).

RECITALS

WHEREAS, the District operates and maintains an elementary school site at Haydock Intermediate School at 647 West Hill Street in the City of Oxnard, California (the "School Site"); and

WHEREAS, the Lessee is in need of space to operate its Program (as set forth in Section 2.1 below) for the children and families within the District area; and

WHEREAS, the District has space appropriate for this need at the School Site; and

WHEREAS, the use of the facilities, grounds and outside playground equipment authorized by this Agreement will not be inconsistent with the District's use of the balance of the School Site as an elementary school;

NOW, THEREFORE, in consideration of the premises, covenants, and conditions contained herein, the parties agree as follows:

Article I - Premises

Section 1.1 Premises

The leased real property that is the subject of this Site Lease consists of approximately 13,200 square feet located on the School Site (the "Premises") as described more completely in **Exhibit A** attached hereto and made a part of this Site Lease. The Lessee shall be entitled to install a portable classroom (the "Facility") on the Premises at its sole cost and expense. The Lessee shall be responsible for obtaining all legally necessary and required governmental approvals and authorizations related to the installation of the Facility, including without limitation, approval from the California Division of the State Architect ("DSA"). After receipt of written approval from DSA, the Lessee shall submit any changes resulting from the DSA approval process to the District for the District's written approval, which approval shall not be unreasonably withheld.

Section 1.2 Warranty of Title

The District warrants that it owns the site in fee simple and that the site is not burdened by any easements or restrictions, which would prevent the use of the site for the purpose of this Agreement. The parties acknowledge that title to the Premises shall continue to be held by the District throughout the term of this lease.

Section 1.3 Relocation of Premises

As the owner of the Facility, the Lessee reserves the right to relocate the Facility, at its sole expense, upon ninety days prior notification to the District. Such relocation shall be conducted in a manner acceptable to the District, consent to which the District shall not unreasonably withhold, designed to minimize disruption to the operation of the District's elementary school operations on the School Site.

Article II - Use of Premises

Section 2.1 Permissible Uses

Lessee shall use the Premises to house and operate Haydock Head Start (the Program) and for no other purpose unless mutually agreed to by the parties. Lessee will provide District, no later than July 31, 2017, a copy of the program instructional and staffing calendar for Program year 2017-2018.

Section 2.2 Suitability

Lessee acknowledges that neither the District nor any agent of the District has made any representation or warranty as to the suitability of the Premises for the conduct of Lessee's Program.

Section 2.3 Shared Use of School Site Facilities

Playground is not shared, common playground area measures 7,040 square feet. Head Start staff use the restrooms in the Head Start facility.

Section 2.4 Parking

Currently, there are no parking spaces assigned to CDR

Article III - Operation, Maintenance, Repair and Utilities

Section 3.1 Operation

In operating the Premises, the Lessee shall not allow the Premises to fall into a state of disrepair or present a hazard to the occupants of the Premises or the School Site.

Section 3.2 Maintenance

The Lessee shall maintain the Premises in a safe condition in conformance with all laws, rules, and regulations applicable to the use of the Premises by the Lessee or the District, whichever standard is higher.

Section 3.3 Utilities

During the lease term, the Lessee shall provide, maintain, repair and pay for all utilities serving the Premises, including, but not limited to, gas, water, electricity, sewer, telephone and trash collection.

Lessee pays for own utilities and janitorial services.

Section 3.4 Repair

The Lessee shall be responsible for all repairs and maintenance of the Facility and the Premises (e.g., repairing heating and ventilation systems, the Facility, maintaining the Facility's equipment).

CDR provides weed abatement inside the fenced area around the Head Start classroom. CDR also provides sand for the sandbox.

Section 3.5 Equipment

The Lessee shall be responsible for providing any personal property, including equipment, appliances and furnishings required for the operation of the Facility.

Section 3.6 District Non-Responsibility

The District shall have no obligation whatsoever for costs incurred in the operation, maintenance and repair of the Facility or the Premises.

Section 3.7 Alterations

The Lessee shall not make any material alterations to the Premises without the prior written consent of the District.

Article IV – Term and Rent

Section 4.1 Initial/Extended Terms

The extended term of this Site Lease shall be **three (3) years commencing on July 1, 2017 (the "Commencement Date") and ending June 30, 2020** unless terminated sooner under any provision of this Agreement (the "Term"). Lessee may have access to facility starting July 1, 2017.

Section 4.2 Extensions

Upon the completion of the initial Term of this Site Lease, the parties may agree to an extension of the Term. The parties agree to negotiate in good faith mutually agreeable terms and conditions for such an extension. If prior to the expiration of the initial Term, the Lessee notifies the District that it wishes to extend the term, the District may, in its sole discretion, elect to give the Lessee alternative and equivalent premises at another school site within the District, provided that the District gives the Lessee not less than ninety days (90) prior written notice of its election to do so.

Section 4.3 Early Termination

Either party may terminate this lease for convenience upon one hundred twenty (120) days written notice. Lessee may terminate this lease upon sixty (60) days written notice in the event that funding for the Program ceases.

Section 4.4 Rent

Annual rent shall be One Dollar (\$1.00) per year, payable upon the Commencement Date. The District agrees to verify the difference between the actual rental value and the actual money paid in an annual third party in kind contribution receipt, which is required by the Federal funding source and in no way implies a use of public funds for private purpose.

The District agrees to contribute in-kind land use fees \$999.00 per month to the Lessee.

Article V - Insurance

Section 5.1 Insurance

The Lessee shall, at the Lessee's sole expense, obtain and keep in force during the term of this Site Lease, the types and amounts of insurance shown on **EXHIBIT B**, which is incorporated by reference herein and made a part of this Agreement. All insurance policies shall be subject to approval by the District as to form and content. Lessee agrees to provide District with copies of required policies upon request.

Article VI - Indemnification

Section 6.1 Indemnification

The Lessee 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 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 ownership, use, occupancy, operation or maintenance of the Premises and/or the Facility or from the conduct of the Program or from any activity, work or things done, permitted or suffered by the Lessee, its agents, employees, or contractors in or about the Premises, and from and against any claims arising from a breach or

default in the performance of any obligation on the Lessee's part to be performed under the terms of this Site Lease or arising from any negligence of the Lessee, its employees, agents, or contractors.

Article VII - Assignments

Section 7.1 Sublease or Assignment

The Lessee shall not subcontract, sublet or assign any of its rights or duties hereunder, in whole or in part, without the prior written consent of the District.

Section 7.2 Third Party Use

The Lessee shall not allow any other person and/or entity to use the Premises without the prior written notification of the District.

Article VIII - Breach and Termination

Section 8.1 Breach and Termination

In the event of any material breach or default of this Site Lease by either party, the other party may terminate this Site Lease and have no further obligations hereunder (save those set forth in this Article) if such default or breach continues for a period of forty-five (45) days after the breaching party receives written notice of the default or breach; provided, however, that if the nature of the default or breach is such that more than forty-five (45) days are reasonably required for its cure, then the non-breaching party shall not have the right to terminate this Site Lease if the breaching party commences such cure within the forty-five (45) day period and thereafter diligently prosecutes such cure to completion. Any written notice regarding a default or breach shall include a detailed explanation of the default or breach. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the District and/or the Lessee.

Section 8.2 Termination for Cause

Either party may terminate this Site Lease for Cause. Cause shall include, without limitation, the following:

- (i) The Lessee is adjudged bankrupt;
- (ii) The Lessee makes a general assignment for the benefit of its creditors;
- (iii) A receiver is appointed on account of the Lessee's insolvency;
- (iv) If the Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the site;
- (v) If the District has made any material misrepresentation of any nature in or with respect to any information or data furnished to the Lessee in connection with the site;
- (vi) If any hazardous material is discovered on site; and the Lessee fails to take action as is

required under this Agreement;

- (vii) If the Lessee ceases to use the Premises for the use specified herein for ninety (90) consecutive days or more.

Article IX - Inspection of Premises

Section 9.1 Inspection

The Lessee agrees to provide the District with a set of keys to the Premises for emergency repairs. The Lessee shall permit the District and its agents to enter the Premises at any reasonable time for the purpose of inspecting the same, performing the District's maintenance and repair responsibilities, or posting a notice of non-responsibility for alterations, additions or repairs. The District and its authorized agents and representatives shall have the right throughout the term of this Site Lease to enter the Premises at all reasonable times during usual business hours and upon reasonable notice for the purpose of inspecting the Premises.

Article X – Removal of Facility and Personal Property

Section 10.1 Removal of Facility

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises the Facility in accordance with the provisions of Section 1.3 above relating to the manner of removal.

Section 10.2 Removal of Personal Property

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises any furniture, equipment or other personal property ("Lessee's Personal Property") that it placed on the Premises that is not affixed to the Premises, at its sole expense.

Section 10.3 Repair

The Lessee shall repair any damage to the School Site, and/or the Premises, caused by removal of the Lessee's Facility and/or Personal Property and restore the School Site, and the Premises to good condition, less reasonable wear and tear.

Article XI - Independent Contractor

Section 11.1 Independent Contractor

Under no circumstances shall this Site Lease be construed as an agreement of partnership, joint venture, or employment between the District and the Lessee.

Section 11.2 No Authority

Each party acknowledges and agrees that it neither has, nor will it give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

Article XII – Environmental Representations and Covenants

Section 12.1 Definitions

For purposes of this Site Lease, the terms “Hazardous Materials” and “Environmental Laws” shall have the meanings provided in the attached **Exhibit C**.

Section 12.2 District’s Representations

- (a) To the best of the District’s knowledge, both the School Site and the Premises are in compliance with all applicable Environmental Laws.
- (b) Neither the District nor, to the District’s knowledge, any predecessor in interest to the District has received any written notice of violation issued pursuant to any Environmental Laws with respect to the School Site or the Premises or the land to be occupied by the Facility.

Section 12.3 Hazardous Materials

The District and the Lessee agree not to cause or permit any Hazardous Materials to be placed upon the School Site, Premises or in the Facility, except as permitted by law.

Article XII - Miscellaneous

Section 13.1 Amendments

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or the Lessee unless the same shall be in writing and signed by both the District and the Lessee.

Section 13.2 Time of Essence

Time is of the essence in this Site Lease and each and all of its provisions.

Section 13.3 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 the Lessee, as the case may be, by personal delivery or registered mail or overnight delivery service (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to the Lessee:

Child Development Resources
221 E. Ventura Blvd.
Oxnard, CA 93036
Attn: Alec Hairabedian

If to the District:

Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030-7492
Attn: Lisa Franz

Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice personally given shall be effective upon receipt.

Section 13.4 Force Majeure

If any party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, or the inability to procure materials, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 13.5 Entire Agreement

This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties with respect to the use of the Site by the Lessee and correctly sets forth the obligations of the District and the Lessee to each other as of the Commencement Date. Any agreements not expressly set forth in this Site Lease shall be null and void.

Section 13.6 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 this Site Lease shall be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 13.7 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California excluding its choice of law rules, and both parties agree that venue for any dispute arising under this Agreement shall be in Oxnard, California.

Section 13.8 Waiver

In no event shall any action by either party to this Site Lease constitute or be construed to be a waiver or any breach of covenants or conditions of this Site Lease or of any default which may then exist on the part of the other party, and the taking of any action while any breach or default exists, shall in no way impair or prejudice any right or remedy available to the non-breaching party with respect to such breach or default. The waiver by any party of one breach by any other party of any of the provisions of this Site Lease shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Site Lease.

Section 13.9 Headings

The headings of the sections of this Site Lease are merely for the convenience of the parties.

Section 13.10 Counterparts

This Site Lease may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Site Lease.

Section 13.11 Successors and Assigns

This Site Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 13.12 Surrender of Lease

The voluntary or other surrender of this Site Lease by the Lessee, or a mutual cancellation thereof, shall, at the option of the District, shall terminate all or any existing subleases, or operate as an assignment to the District of any or all such subleases.

Section 13.13 Fingerprinting and Personnel Disclosure

Prior to entering or permitting entry by its employees, volunteers, agents and contractors onto the School Site for the purposes specified in this Site Lease, the Lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code sections 45125.1 and 45125.2, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health & Safety Code relevant to facility licensing (Health & Safety Code Sections 1500, et seq.) Lessee shall make available to District no later than July 31, 2017 a current list of all personnel providing services under this Agreement. Changes to this list shall be immediately provided to DISTRICT in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position, (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.

Section 13.14 Non-Discrimination

The Lessee and the District shall not restrict the lease, use, occupancy, tenure, or enjoyment

of the Premises, or any portion thereof, on the basis of sexual orientation, gender, marital status, race, color, religion, creed, national origin, or ancestry of any person.

Section 13.15 Cooperation with Other Occupants of Property

It is understood and recognized by the Lessee that the School Site, of which the Premises is a part, will be used by other parties, including the District, and Lessee shall cooperate with the other parties in reaching amicable arrangements concerning such matters as use of the parking areas, playgrounds, policing of common areas, custodial services, and security issues.

Section 13.16 Attorneys Fees

In case suit should be brought for recovery of the Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

Section 13.17 Authority

Each person executing this Site Lease on behalf of a party hereto represents and warrants that he is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

Section 13.18 Licenses and Standards

Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation. Lessee shall provide District, no later than July 31, 2017, a copy of the Facility License issued by State of California Department of Social Services.

In the performance of this Agreement, Lessee shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

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

**DISTRICT:
OXNARD SCHOOL DISTRICT**

**LESSEE:
CHILD DEVELOPMENT RESOURCES OF
VENTURA COUNTY, INC.**

By: _____
Lisa A. Franz
Director, Purchasing
Telephone: (805) 385-1501, x2414
Fax: (805) 240-7582

By: _____
Name: Jack Hinojosa
Title: Chief Executive Officer
Telephone: (805) 485-7878
Fax: (805) 278-0775

(Contingent on Board of Trustee Approval)

EXHIBIT A

LEGAL DESCRIPTION OF HAYDOCK INTERMEDIATE SCHOOL SITE

DESCRIPTION OF PREMISES

Parcel 1

That portion of Subdivision 30 of the Rancho El Rio de Santa Clara o' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on partition map of said Rancho on file in the office of the County Clerk of said County, described as follows:

Beginning at a point in the North line of Hill Street at the Southwest corner of Lot 6, Block 4 of the Wolff, Hill Laubacher Subdivision as per map thereof recorded in book 5, page 16 ½ of Maps; thence, along the North line of said Hill Street,

1st: - North 89° 53' West, 706.40 feet to the East of the Wooley Road Subdivision, as per map thereof recorded in book 13, page 79 of Maps; thence along said East line,

2nd: - North 0° 06' West 878.88 feet to the South line of the land conveyed to Carrie F. Jaqua by deed recorded March 19, 1913 in book 135, page 271 of Deeds; thence along the South line of said land of Carrie F. Jaqua and its Easterly prolongation.

3rd: - South 89° 51' East, 154.00 feet; thence,

4th: - South 89° 53' 45" East, 373.93 feet to a line which is parallel with and 60.00 feet Westerly, measured along the Southerly line of Wooley Road 40.00 feet wide, from the West line of the land conveyed to Anastia Revolon by deed recorded March 20, 1903 in book 87, page 336 of Deeds; thence along said parallel line,

5th: - North 277.87 feet to the Southerly line of said Wooley Road; thence along the Southerly line of said Wooley Road,

6th: - South 89° 53' East 60.00 feet to the Northwest corner of said land of Anastia Revolon; thence along the Westerly line of said land of Anastia Revolon,

7th: - South 363.00 feet to the Southwest corner of said last mentioned land; thence along the South line thereof,

8th: - South 89° 53' East, 120.00 feet to a point in the West line of said Wolff Hill Laubacher Subdivision at the Southeast corner of said land of Anastia Revolon; thence along the West line of said Wolff Hill Laubacher Subdivision,

9th: - South 793.30 feet to the point of beginning.

EXCEPTING the interest in said land as conveyed to the City of Oxnard, a municipal corporation, by deed recorded May 29, 1953 as Document No. 12812.

Parcel 2

That portion of Subdivision 30 of the Rancho El Rio de Santa Clara o' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on partition map of said Rancho on file in the office of the County Clerk of said County, described as follows:

Beginning at a point in the West line of the land conveyed to Anastia Revolon by deed recorded March 20, 1903 in book 87, page 336 of Deeds distant along said West line South 277.87 feet from the Southerly line of Wooley Road, said West line South 277.87 feet from the Southerly line of Wooley Road, 40.00 feet wide; thence along the West line of said land of Anastia Revolon,

1st: - South 85.13 feet to the Southwest corner thereof; thence along the South line of said last mentioned land,

2nd: - South 89° 53' East 120.00 feet to a point in the West line of the Wolff Hill Laubacher Subdivision, as per map thereof recorded in book 5, page 16 ½ of Maps at the Southeast corner of said land of Anastia Revolon; thence along the West line of said Wolff Hill Laubacher Subdivision,

3rd: - North 85.13 feet more or less, to a line which bears South 89° 53' East from the point of beginning; thence along said line,

4th: - North 89° 53' West, 120.00 feet to the point of beginning.

SUBJECT TO:

1. General and special taxes for the fiscal year 1953-54, a lien not yet payable.
2. Covenants, conditions, restrictions, easements and rights of way of record.

EXHIBIT B INSURANCE

2.7 INSURANCE.

- 2.7.1 Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:
- 2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate , products/completed operations, and \$50,000 fire legal liability, if applicable.
 - 2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.
 - 2.7.1.3 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.
 - 2.7.1.4 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
 - 2.7.1.5 Abuse and Molestation coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) Aggregate.
 - 2.2.1.6 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.
- 2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- 2.7.3 The Oxnard School District is to be named as **Additional Insured** as respects work done by Lessee under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.
- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 2.7.5 Lessee agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:
- 2.7.5.1 Certificates of Insurance for coverage required under this Agreement
 - 2.7.5.2 Additional insured endorsements; and
 - 2.7.5.3 Thirty (30) days Notice Cancellation Clause endorsements.

EXHIBIT C

DEFINITION OF HAZARDOUS MATERIALS AND ENVIRONMENTAL LAWS

For purposes of this Site Lease, the term “**Hazardous Materials**” shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated, or addressed under any Environmental Laws (defined below), and (b) any materials, substances, products, by-products, waste or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, international, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste, or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For purposes of this Site Lease, the term “**Environmental Laws**” shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of any and all Hazardous Materials, including, without limitation, all federal or state superfund statutes or environmental clean-up statutes.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

- Study Session: _____
- Closed Session _____
- A-1. Preliminary _____
- A-II. Reports _____
- B. Hearings _____
- C. Consent Agenda _____

Agreement Category:

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

- D. Action Items _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #17-86 – Child Development Resources of Ventura County Inc. – Ground Lease for Marina West Head Start (Freeman/Thomas)

This agreement renews the Ground Lease terms between the Oxnard School District and Child Development Resources of Ventura County Inc. (CDR) for the Head Start Program at Marina West.

Term of the Ground Lease: July 1, 2017 to June 30, 2020

FISCAL IMPACT:

No cost to the Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-86 with Child Development Resources of Ventura County Inc. for the Head Start Program at Marina West.

ADDITIONAL MATERIALS:

Attached: Agreement #17-86, Child Development Resources of Ventura County Inc. (13 Pages)

Agreement #17-86

OXNARD SCHOOL DISTRICT
and
CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

SITE LEASE OF REAL PROPERTY
FOR OPERATION OF MARINA WEST HEAD START [PROGRAM]

This Site Lease of Real Property (the Site Lease) is hereby made and entered into this 23rd day of August, 2017 (Effective Date), by and between OXNARD SCHOOL DISTRICT, a California public school district in the County of Ventura, California (the District) and CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC. (Lessee).

RECITALS

WHEREAS, the District operates and maintains an elementary school site at Marina West Elementary School at 2501 Carob Street in the City of Oxnard, California (the "School Site"); and

WHEREAS, the Lessee is in need of space to operate its Program (as set forth in Section 2.1 below) for the children and families within the District area; and

WHEREAS, the District has space appropriate for this need at the School Site; and

WHEREAS, the use of the facilities, grounds and outside playground equipment authorized by this Agreement will not be inconsistent with the District's use of the balance of the School Site as an elementary school;

NOW, THEREFORE, in consideration of the premises, covenants, and conditions contained herein, the parties agree as follows:

Article I - Premises

Section 1.1 Premises

The leased real property that is the subject of this Site Lease consists of approximately 4,300 square feet located on the School Site (the "Premises") as described more completely in **Exhibit A** attached hereto and made a part of this Site Lease. The Lessee shall be entitled to install a portable classroom (the "Facility") on the Premises at its sole cost and expense. The Lessee shall be responsible for obtaining all legally necessary and required governmental approvals and authorizations related to the installation of the Facility, including without limitation, approval from the California Division of the State Architect ("DSA"). After receipt of written approval from DSA, the Lessee shall submit any changes resulting from the DSA approval process to the District for the District's written approval, which approval shall not be unreasonably withheld.

Section 1.2 Warranty of Title

The District warrants that it owns the site in fee simple and that the site is not burdened by any easements or restrictions which would prevent the use of the site for the purpose of this Agreement. The parties acknowledge that title to the Premises shall continue to be held by the District throughout the term of this lease.

Section 1.3 Relocation of Premises

As the owner of the Facility, the Lessee reserves the right to relocate the Facility, at its sole expense, upon ninety days prior notification to the District. Such relocation shall be conducted in a manner acceptable to the District, consent to which the District shall not unreasonably withhold, designed to minimize disruption to the operation of the District's elementary school operations on the School Site.

Article II - Use of Premises

Section 2.1 Permissible Uses

Lessee shall use the Premises to house and operate Marina West Head Start (the Program) and for no other purpose unless mutually agreed to by the parties. Lessee will provide District, no later than July 31, 2017, a copy of the program instructional and staffing calendar for Program year 2017-2018.

Section 2.2 Suitability

Lessee acknowledges that neither the District nor any agent of the District has made any representation or warranty as to the suitability of the Premises for the conduct of Lessee's Program.

Section 2.3 Shared Use of School Site Facilities

Playground is shared, common playground area measures 7,020 square feet. Head Start staff use the restrooms in the Head Start facility.

Section 2.4 Parking

Currently, there are no parking spaces assigned to CDR.

Article III - Operation, Maintenance, Repair and Utilities

Section 3.1 Operation

In operating the Premises, the Lessee shall not allow the Premises to fall into a state of disrepair or present a hazard to the occupants of the Premises or the School Site.

Section 3.2 Maintenance

The Lessee shall maintain the Premises in a safe condition in conformance with all laws, rules, and regulations applicable to the use of the Premises by the Lessee or the District, whichever

standard is higher.

Section 3.3 Utilities

During the lease term, the Lessee shall provide, maintain, repair and pay for all utilities serving the Premises, including, but not limited to, gas, water, electricity, sewer, telephone and trash collection.

Lessee pays for own utilities and janitorial services.

Section 3.4 Repair

The Lessee shall be responsible for all repairs and maintenance of the Facility and the Premises (e.g., repairing heating and ventilation systems, the Facility, maintaining the Facility's equipment).

CDR provides only minimal weed abatement inside the fenced area around the Head Start classroom. CDR also provides sand for the sandbox.

Section 3.5 Equipment

The Lessee shall be responsible for providing any personal property, including equipment, appliances and furnishings required for the operation of the Facility.

Section 3.6 District Non-Responsibility

The District shall have no obligation whatsoever for costs incurred in the operation, maintenance and repair of the Facility or the Premises.

Section 3.7 Alterations

The Lessee shall not make any material alterations to the Premises without the prior written consent of the District.

Article IV – Term and Rent

Section 4.1 Initial/Extended Terms

The extended term of this Site Lease shall be **three (3) years commencing on July 1, 2017 (the “Commencement Date”) and ending June 30, 2020** unless terminated sooner under any provision of this Agreement (the “Term”). Lessee may have access to facility starting July 1, 2017.

Section 4.2 Extensions

Upon the completion of the initial Term of this Site Lease, the parties may agree to an extension of the Term. The parties agree to negotiate in good faith mutually agreeable terms and conditions for such an extension. If prior to the expiration of the initial Term, the Lessee notifies the District that it wishes to extend the term, the District may, in its sole discretion, elect to give the Lessee alternative and equivalent premises at another school site within the District, provided that the

District gives the Lessee not less than ninety days (90) prior written notice of its election to do so.

Section 4.3 Early Termination

Either party may terminate this lease for convenience upon one hundred twenty (120) days written notice. Lessee may terminate this lease upon sixty (60) days written notice in the event that funding for the Program ceases.

Section 4.4 Rent

Annual rent shall be One Dollar (\$1.00) per year, payable upon the Commencement Date. The District agrees to verify the difference between the actual rental value and the actual money paid in an annual third-party in kind contribution receipt, which is require by the Federal funding source and in no way implies a use of public funds for private purpose.

The District agrees to contribute in-kind land use fees \$999.00 per month to the Lessee.

Article V - Insurance

Section 5.1 Insurance

The Lessee shall, at the Lessee's sole expense, obtain and keep in force during the term of this Site Lease, the types and amounts of insurance shown on **EXHIBIT B** which is incorporated by reference herein and made a part of this Agreement. All insurance policies shall be subject to approval by the District as to form and content. Lessee agrees to provide District with copies of required policies upon request.

Article VI - Indemnification

Section 6.1 Indemnification

The Lessee 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 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 ownership, use, occupancy, operation or maintenance of the Premises and/or the Facility or from the conduct of the Program or from any activity, work or things done, permitted or suffered by the Lessee, its agents, employees, or contractors in or about the Premises , and from and against any claims arising from a breach or default in the performance of any obligation on the Lessee's part to be performed under the terms of this Site Lease or arising from any negligence of the Lessee, its employees, agents, or contractors.

Article VII - Assignments

Section 7.1 Sublease or Assignment

The Lessee shall not subcontract, sublet or assign any of its rights or duties hereunder, in whole or in part, without the prior written consent of the District.

Section 7.2 Third Party Use

The Lessee shall not allow any other person and/or entity to use the Premises without the prior written notification of the District.

Article VIII - Breach and Termination

Section 8.1 Breach and Termination

In the event of any material breach or default of this Site Lease by either party, the other party may terminate this Site Lease and have no further obligations hereunder (save those set forth in this Article) if such default or breach continues for a period of forty-five (45) days after the breaching party receives written notice of the default or breach; provided, however, that if the nature of the default or breach is such that more than forty-five (45) days are reasonably required for its cure, then the non-breaching party shall not have the right to terminate this Site Lease if the breaching party commences such cure within the forty-five (45) day period and thereafter diligently prosecutes such cure to completion. Any written notice regarding a default or breach shall include a detailed explanation of the default or breach. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the District and/or the Lessee.

Section 8.2 Termination for Cause

Either party may terminate this Site Lease for Cause. Cause shall include, without limitation, the following:

- (i) The Lessee is adjudged bankrupt;
- (ii) The Lessee makes a general assignment for the benefit of its creditors;
- (iii) A receiver is appointed on account of the Lessee's insolvency;
- (iv) If the Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the site;
- (v) If the District has made any material misrepresentation of any nature in or with respect to any information or data furnished to the Lessee in connection with the site;
- (vi) If any hazardous material is discovered on site; and the Lessee fails to take action as is required under this Agreement;
- (vii) If the Lessee ceases to use the Premises for the use specified herein for ninety (90) consecutive days or more.

Article IX - Inspection of Premises

Section 9.1 Inspection

The Lessee agrees to provide the District with a set of keys to the Premises for emergency repairs. The Lessee shall permit the District and its agents to enter the Premises at any reasonable time for the purpose of inspecting the same, performing the District's maintenance and repair responsibilities, or posting a notice of non-responsibility for alterations, additions or repairs. The District and its authorized agents and representatives shall have the right throughout the term of this Site Lease to enter the Premises at all reasonable times during usual business hours and upon reasonable notice for the purpose of inspecting the Premises.

Article X – Removal of Facility and Personal Property

Section 10.1 Removal of Facility

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises the Facility in accordance with the provisions of Section 1.3 above relating to the manner of removal.

Section 10.2 Removal of Personal Property

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises any furniture, equipment or other personal property ("Lessee's Personal Property") that it placed on the Premises that is not affixed to the Premises, at its sole expense.

Section 10.3 Repair

The Lessee shall repair any damage to the School Site, and/or the Premises, caused by removal of the Lessee's Facility and/or Personal Property and restore the School Site, and the Premises to good condition, less reasonable wear and tear.

Article XI - Independent Contractor

Section 11.1 Independent Contractor

Under no circumstances shall this Site Lease be construed as an agreement of partnership, joint venture, or employment between the District and the Lessee.

Section 11.2 No Authority

Each party acknowledges and agrees that it neither has, nor will it give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

Article XII – Environmental Representations and Covenants

Section 12.1 Definitions

For purposes of this Site Lease, the terms “Hazardous Materials” and “Environmental Laws” shall have the meanings provided in the attached **Exhibit C**.

Section 12.2 District’s Representations

- (a) To the best of the District’s knowledge, both the School Site and the Premises are in compliance with all applicable Environmental laws.
- (b) Neither the District nor, to the District’s knowledge, any predecessor in interest to the District has received any written notice of violation issued pursuant to any Environmental Laws with respect to the School Site or the Premises or the land to be occupied by the Facility.

Section 12.3 Hazardous Materials

The District and the Lessee agree not to cause or permit any Hazardous Materials to be placed upon the School Site, Premises or in the Facility, except as permitted by law.

Article XII - Miscellaneous

Section 13.1 Amendments

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or the Lessee unless the same shall be in writing and signed by both the District and the Lessee.

Section 13.2 Time of Essence

Time is of the essence in this Site Lease and each and all of its provisions.

Section 13.3 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 the Lessee, as the case may be, by personal delivery or registered mail or overnight delivery service (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to the Lessee:

Child Development Resources
221 E. Ventura Blvd.
Oxnard, CA 93036
Attn: Alec Hairabedian

If to the District:
Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030-7492
Attn: Lisa Franz

Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice personally given shall be effective upon receipt.

Section 13.4 Force Majeure

If any party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, or the inability to procure materials, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 13.5 Entire Agreement

This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties with respect to the use of the Site by the Lessee and correctly sets forth the obligations of the District and the Lessee to each other as of the Commencement Date. Any agreements not expressly set forth in this Site Lease shall be null and void.

Section 13.6 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 this Site Lease shall be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 13.7 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California excluding its choice of law rules, and both parties agree that venue for any dispute arising under this Agreement shall be in Oxnard, California.

Section 13.8 Waiver

In no event shall any action by either party to this Site Lease constitute or be construed to be a waiver or any breach of covenants or conditions of this Site Lease or of any default which may then exist on the part of the other party, and the taking of any action while any breach or default exists, shall in no way impair or prejudice any right or remedy available to the non-breaching party with respect to such breach or default. The waiver by any party of one breach by any other party of any of

the provisions of this Site Lease shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Site Lease.

Section 13.9 Headings

The headings of the sections of this Site Lease are merely for the convenience of the parties.

Section 13.10 Counterparts

This Site Lease may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Site Lease.

Section 13.11 Successors and Assigns

This Site Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 13.12 Surrender of Lease

The voluntary or other surrender of this Site Lease by the Lessee, or a mutual cancellation thereof, shall, at the option of the District, shall terminate all or any existing subleases, or operate as an assignment to the District of any or all such subleases.

Section 13.13 Fingerprinting and Personnel Disclosure

Prior to entering or permitting entry by its employees, volunteers, agents and contractors onto the School Site for the purposes specified in this Site Lease, the Lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code sections 45125.1 and 45125.2, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health & Safety Code relevant to facility licensing (Health & Safety Code Sections 1500, et seq.) Lessee shall make available to District, no later than July 31, 2017, a current list of all personnel providing services under this Agreement. Changes to this list shall be immediately provided to DISTRICT in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position, (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.

Section 13.14 Non-Discrimination

The Lessee and the District shall not restrict the lease, use, occupancy, tenure, or enjoyment of the Premises, or any portion thereof, on the basis of sexual orientation, gender, marital status, race, color, religion, creed, national origin, or ancestry of any person.

Section 13.15 Cooperation with Other Occupants of Property

It is understood and recognized by the Lessee that the School Site, of which the Premises is a part, will be used by other parties, including the District, and Lessee shall cooperate with the other parties in reaching amicable arrangements concerning such matters as use of the parking areas,

playgrounds, policing of common areas, custodial services, and security issues.

Section 13.16 Attorneys Fees

In case suit should be brought for recovery of the Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

Section 13.17 Authority

Each person executing this Site Lease on behalf of a party hereto represents and warrants that he is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

Section 13.18 Licenses and Standards

Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation. Lessee shall provide District, no later than July 31, 2017, a copy of the Facility License issued by State of California Department of Social Services.

In the performance of this Agreement, Lessee shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

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

DISTRICT:
OXNARD SCHOOL DISTRICT

LESSEE:
CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

By: _____
Lisa Franz
Director, Purchasing
Telephone: (805) 385-1501, x2414
Fax: (805) 240-7582

By: _____
Jack Hinojosa
Chief Executive Officer
Telephone: (805) 485-7878
Fax: (805) 278-0775

(Contingent on Board of Trustee Approval)

EXHIBIT A

LEGAL DESCRIPTION OF MARINA WEST SCHOOL SITE

DESCRIPTION OF PREMISES

A portion of Lots 61 and 62 of the Patterson Ranch Subdivision, in the City of Oxnard, County of Ventura, State of California as said lot is designated and delineated on that certain map recorded in the office of the County Recorder of said County in Book 8 of Miscellaneous Records (Maps) at page 1 et seq., more particularly described as follows:

Beginning at the intersection of the northerly line of Carob Street thirty (30) feet wide with the westerly line of McLoughlin Street thirty (30) feet wide as said Streets are shown on the map of Tract No. 1382, recorded in Book 31 of Miscellaneous Records (Maps) at page 98 et seq.; thence,

1st – Northerly along the westerly line of said McLoughlin Street to a point in the northerly line of said Lot 61; thence,

2nd – Westerly along said northerly line and the northerly line of said Lot 62 to a point in a line parallel with and distant 130.00 feet easterly of measured at right angles from the northerly prolongation of the center-line of Elsinore Avenue sixty (60) feet wide as shown on said map recorded in Book 31 of Miscellaneous Records (Maps) at page 98 et seq.; thence,

3rd – Southerly along said parallel line to a point in the northerly line of the hereinabove mentioned Carob Street thirty (30) feet wide; thence,

4th – Easterly along said northerly line to the point of beginning.

Containing 11.628 acres.

**EXHIBIT B
INSURANCE**

2.7 INSURANCE.

- 2.7.1 Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:
- 2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate , products/completed operations, and \$50,000 fire legal liability, if applicable.
 - 2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.
 - 2.7.1.3 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.
 - 2.7.1.4 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
 - 2.7.1.5 Abuse and Molestation coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) Aggregate.
 - 2.2.1.6 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.
- 2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- 2.7.3 The Oxnard School District is to be named as **Additional Insured** as respects work done by Lessee under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.
- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 2.7.5 Lessee agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:
- 2.7.5.1 Certificates of Insurance for coverage required under this Agreement
 - 2.7.5.2 Additional insured endorsements; and
 - 2.7.5.3 Thirty (30) days Notice Cancellation Clause endorsements.

EXHIBIT C

DEFINITION OF HAZARDOUS MATERIALS AND ENVIRONMENTAL LAWS

For purposes of this Site Lease, the term “**Hazardous Materials**” shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated, or addressed under any Environmental Laws (defined below), and (b) any materials, substances, products, by-products, waste or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, international, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste, or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For purposes of this Site Lease, the term “**Environmental Laws**” shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of any and all Hazardous Materials, including, without limitation, all federal or state superfund statutes or environmental clean-up statutes.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

- Study Session: _____
- Closed Session _____
- A-1. Preliminary _____
- A-II. Reports _____
- B. Hearings _____
- C. Consent Agenda _____

- Agreement Category:
- Academic
 - Enrichment
 - Special Education
 - Support Services
 - Personnel
 - Legal
 - Facilities

- D. Action Items _____
- F. Board Policies _____ 1st Reading _____ 2nd Reading _____

Ratification of Agreement #17-87 – Child Development Resources of Ventura County Inc. – Ground Lease for San Miguel Head Start (Freeman/Thomas)

This agreement renews the Ground Lease terms between the Oxnard School District and Child Development Resources of Ventura County Inc. (CDR) for the Head Start Program at San Miguel.

Term of the Ground Lease: July 1, 2017 to June 30, 2020

FISCAL IMPACT:

No cost to the Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-87 with Child Development Resources of Ventura County Inc. for the Head Start Program at San Miguel.

ADDITIONAL MATERIALS:

Attached: Agreement #17-87, Child Development Resources of Ventura County Inc. (13 Pages)

Agreement #17-87

OXNARD SCHOOL DISTRICT
and
CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

SITE LEASE OF REAL PROPERTY
FOR OPERATION OF **MARY CRAWFORD HEAD START** AT SAN MIGUEL SCHOOL [PROGRAM]

This Site Lease of Real Property (the Site Lease) is hereby made and entered into this 23rd day of August, 2017 (Effective Date), by and between OXNARD SCHOOL DISTRICT, a California public school district in the County of Ventura, California (the District) and CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC. (Lessee).

RECITALS

WHEREAS, the District operates and maintains an elementary school site at San Miguel Elementary School at 2400 South J Street in the City of Oxnard, California (the "School Site"); and

WHEREAS, the Lessee is in need of space to operate its Program (as set forth in Section 2.1 below) for the children and families within the District area; and

WHEREAS, the District has space appropriate for this need at the School Site; and

WHEREAS, the use of the facilities, grounds and outside playground equipment authorized by this Agreement will not be inconsistent with the District's use of the balance of the School Site as an elementary school;

NOW, THEREFORE, in consideration of the premises, covenants, and conditions contained herein, the parties agree as follows:

Article I - Premises

Section 1.1 Premises

The leased real property that is the subject of this Site Lease consists of approximately 4,081 square feet located on the School Site (the "Premises") as described more completely in **Exhibit A** attached hereto and made a part of this Site Lease. The Lessee shall be entitled to install a portable classroom (the "Facility") on the Premises at its sole cost and expense. The Lessee shall be responsible for obtaining all legally necessary and required governmental approvals and authorizations related to the installation of the Facility, including without limitation, approval from the California Division of the State Architect ("DSA"). After receipt of written approval from DSA, the Lessee shall submit any changes resulting from the DSA approval process to the District for the District's written approval, which approval shall not be unreasonably withheld.

Section 1.2 Warranty of Title

The District warrants that it owns the site in fee simple and that the site is not burdened by any easements or restrictions which would prevent the use of the site for the purpose of this Agreement. The parties acknowledge that title to the Premises shall continue to be held by the District throughout the term of this lease.

Section 1.3 Relocation of Premises

As the owner of the Facility, the Lessee reserves the right to relocate the Facility, at its sole expense, upon ninety days prior notification to the District. Such relocation shall be conducted in a manner acceptable to the District, consent to which the District shall not unreasonably withhold, designed to minimize disruption to the operation of the District's elementary school operations on the School Site.

Article II - Use of Premises

Section 2.1 Permissible Uses

Lessee shall use the Premises to house and operate Mary Crawford Head Start (the Program) and for no other purpose unless mutually agreed to by the parties. Lessee will provide District, no later than July 31, 2017, a copy of the program instructional and staffing calendar for Program year 2017-2018.

Section 2.2 Suitability

Lessee acknowledges that neither the District nor any agent of the District has made any representation or warranty as to the suitability of the Premises for the conduct of Lessee's Program.

Section 2.3 Shared Use of School Site Facilities

Playground is shared, common playground area measures 8,750 square feet. Head Start staff use the restrooms in the district building adjacent to the Head Start facility.

Section 2.4 Parking

Currently, there are no parking spaces assigned to CDR.

Article III - Operation, Maintenance, Repair and Utilities

Section 3.1 Operation

In operating the Premises, the Lessee shall not allow the Premises to fall into a state of disrepair or present a hazard to the occupants of the Premises or the School Site.

Section 3.2 Maintenance

The Lessee shall maintain the Premises in a safe condition in conformance with all laws, rules, and regulations applicable to the use of the Premises by the Lessee or the District, whichever

standard is higher.

Section 3.3 Utilities

During the lease term, the Lessee shall provide, maintain, repair and pay for all utilities serving the Premises, including, but not limited to, gas, water, electricity, sewer, telephone and trash collection.

Lessee pays for own utilities and janitorial services.

Section 3.4 Repair

The Lessee shall be responsible for all repairs and maintenance of the Facility and the Premises (e.g., repairing heating and ventilation systems, the Facility, maintaining the Facility's equipment).

CDR provides only minimal weed abatement inside the fenced area around the Head Start classroom. CDR also provides sand for the sandbox.

Section 3.5 Equipment

The Lessee shall be responsible for providing any personal property, including equipment, appliances and furnishings required for the operation of the Facility.

Section 3.6 District Non-Responsibility

The District shall have no obligation whatsoever for costs incurred in the operation, maintenance and repair of the Facility or the Premises.

Section 3.7 Alterations

The Lessee shall not make any material alterations to the Premises without the prior written consent of the District.

Article IV – Term and Rent

Section 4.1 Initial/Extended Terms

The extended term of this Site Lease shall be **one (1) year, commencing on July 1, 2017 (the "Commencement Date") and ending June 30, 2018** unless terminated sooner under any provision of this Agreement (the "Term"). Lessee may have access to facility starting July 1, 2017.

Section 4.2 Extensions

Upon the completion of the initial Term of this Site Lease, the parties may agree to an extension of the Term. The parties agree to negotiate in good faith mutually agreeable terms and conditions for such an extension. If prior to the expiration of the initial Term, the Lessee notifies the District that it wishes to extend the term, the District may, in its sole discretion, elect to give the

Lessee alternative and equivalent premises at another school site within the District, provided that the District gives the Lessee not less than ninety days (90) prior written notice of its election to do so.

Section 4.3 Early Termination

Either party may terminate this lease for convenience upon one hundred twenty (120) days written notice. Lessee may terminate this lease upon sixty (60) days written notice in the event that funding for the Program ceases.

Section 4.4 Rent

Annual rent shall be One Dollar (\$1.00) per year, payable upon the Commencement Date. The District agrees to verify the difference between the actual rental value and the actual money paid in an annual third-party in kind contribution receipt, which is require by the Federal funding source and in no way implies a use of public funds for private purpose.

The District agrees to contribute in-kind land use fees \$999.00 per month to the Lessee.

Article V - Insurance

Section 5.1 Insurance

The Lessee shall, at the Lessee's sole expense, obtain and keep in force during the term of this Site Lease, the types and amounts of insurance shown on **EXHIBIT B** which is incorporated by reference herein and made a part of this Agreement. All insurance policies shall be subject to approval by the District as to form and content. Lessee agrees to provide District with copies of required policies upon request.

Article VI - Indemnification

Section 6.1 Indemnification

The Lessee 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 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 ownership, use, occupancy, operation or maintenance of the Premises and/or the Facility or from the conduct of the Program or from any activity, work or things done, permitted or suffered by the Lessee, its agents, employees, or contractors in or about the Premises , and from and against any claims arising from a breach or default in the performance of any obligation on the Lessee's part to be performed under the terms of this Site Lease or arising from any negligence of the Lessee, its employees, agents, or contractors.

Article VII - Assignments

Section 7.1 Sublease or Assignment

The Lessee shall not subcontract, sublet or assign any of its rights or duties hereunder, in whole or in part, without the prior written consent of the District.

Section 7.2 Third Party Use

The Lessee shall not allow any other person and/or entity to use the Premises without the prior written notification of the District.

Article VIII - Breach and Termination

Section 8.1 Breach and Termination

In the event of any material breach or default of this Site Lease by either party, the other party may terminate this Site Lease and have no further obligations hereunder (save those set forth in this Article) if such default or breach continues for a period of forty-five (45) days after the breaching party receives written notice of the default or breach; provided, however, that if the nature of the default or breach is such that more than forty-five (45) days are reasonably required for its cure, then the non-breaching party shall not have the right to terminate this Site Lease if the breaching party commences such cure within the forty-five (45) day period and thereafter diligently prosecutes such cure to completion. Any written notice regarding a default or breach shall include a detailed explanation of the default or breach. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the District and/or the Lessee.

Section 8.2 Termination for Cause

Either party may terminate this Site Lease for Cause. Cause shall include, without limitation, the following:

- (i) The Lessee is adjudged bankrupt;
- (ii) The Lessee makes a general assignment for the benefit of its creditors;
- (iii) A receiver is appointed on account of the Lessee's insolvency;
- (iv) If the Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the site;
- (v) If the District has made any material misrepresentation of any nature in or with respect to any information or data furnished to the Lessee in connection with the site;
- (vi) If any hazardous material is discovered on site; and the Lessee fails to take action as is required under this Agreement;
- (vii) If the Lessee ceases to use the Premises for the use specified herein for ninety (90) consecutive days or more.

Article IX - Inspection of Premises

Section 9.1 Inspection

The Lessee agrees to provide the District with a set of keys to the Premises for emergency repairs. The Lessee shall permit the District and its agents to enter the Premises at any reasonable time for the purpose of inspecting the same, performing the District's maintenance and repair responsibilities, or posting a notice of non-responsibility for alterations, additions or repairs. The District and its authorized agents and representatives shall have the right throughout the term of this Site Lease to enter the Premises at all reasonable times during usual business hours and upon reasonable notice for the purpose of inspecting the Premises.

Article X – Removal of Facility and Personal Property

Section 10.1 Removal of Facility

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises the Facility in accordance with the provisions of Section 1.3 above relating to the manner of removal.

Section 10.2 Removal of Personal Property

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises any furniture, equipment or other personal property ("Lessee's Personal Property") that it placed on the Premises that is not affixed to the Premises, at its sole expense.

Section 10.3 Repair

The Lessee shall repair any damage to the School Site, and/or the Premises, caused by removal of the Lessee's Facility and/or Personal Property and restore the School Site, and the Premises to good condition, less reasonable wear and tear.

Article XI - Independent Contractor

Section 11.1 Independent Contractor

Under no circumstances shall this Site Lease be construed as an agreement of partnership, joint venture, or employment between the District and the Lessee.

Section 11.2 No Authority

Each party acknowledges and agrees that it neither has, nor will it give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

Article XII – Environmental Representations and Covenants

Section 12.1 Definitions

For purposes of this Site Lease, the terms “Hazardous Materials” and “Environmental Laws” shall have the meanings provided in the attached **Exhibit C**.

Section 12.2 District’s Representations

- (a) To the best of the District’s knowledge, both the School Site and the Premises are in compliance with all applicable Environmental laws.
- (b) Neither the District nor, to the District’s knowledge, any predecessor in interest to the District has received any written notice of violation issued pursuant to any Environmental Laws with respect to the School Site or the Premises or the land to be occupied by the Facility.

Section 12.3 Hazardous Materials

The District and the Lessee agree not to cause or permit any Hazardous Materials to be placed upon the School Site, Premises or in the Facility, except as permitted by law.

Article XII - Miscellaneous

Section 13.1 Amendments

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or the Lessee unless the same shall be in writing and signed by both the District and the Lessee.

Section 13.2 Time of Essence

Time is of the essence in this Site Lease and each and all of its provisions.

Section 13.3 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 the Lessee, as the case may be, by personal delivery or registered mail or overnight delivery service (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to the Lessee:

Child Development Resources
221 E. Ventura Blvd.
Oxnard, CA 93036
Attn: Alec Hairabedian

If to the District:
Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030-7492
Attn: Lisa Franz

Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice personally given shall be effective upon receipt.

Section 13.4 Force Majeure

If any party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, or the inability to procure materials, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 13.5 Entire Agreement

This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties with respect to the use of the Site by the Lessee and correctly sets forth the obligations of the District and the Lessee to each other as of the Commencement Date. Any agreements not expressly set forth in this Site Lease shall be null and void.

Section 13.6 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 this Site Lease shall be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 13.7 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California excluding its choice of law rules, and both parties agree that venue for any dispute arising under this Agreement shall be in Oxnard, California.

Section 13.8 Waiver

In no event shall any action by either party to this Site Lease constitute or be construed to be a waiver or any breach of covenants or conditions of this Site Lease or of any default which may then exist on the part of the other party, and the taking of any action while any breach or default exists, shall in no way impair or prejudice any right or remedy available to the non-breaching party with

respect to such breach or default. The waiver by any party of one breach by any other party of any of the provisions of this Site Lease shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Site Lease.

Section 13.9 Headings

The headings of the sections of this Site Lease are merely for the convenience of the parties.

Section 13.10 Counterparts

This Site Lease may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Site Lease.

Section 13.11 Successors and Assigns

This Site Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 13.12 Surrender of Lease

The voluntary or other surrender of this Site Lease by the Lessee, or a mutual cancellation thereof, shall, at the option of the District, shall terminate all or any existing subleases, or operate as an assignment to the District of any or all such subleases.

Section 13.13 Fingerprinting and Personnel Disclosure

Prior to entering or permitting entry by its employees, volunteers, agents and contractors onto the School Site for the purposes specified in this Site Lease, the Lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code sections 45125.1 and 45125.2, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health & Safety Code relevant to facility licensing (Health & Safety Code Sections 1500, et seq.) Lessee shall make available to District, no later than July 31, 2017, a current list of all personnel providing services under this Agreement. Changes to this list shall be immediately provided to DISTRICT in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position, (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.

Section 13.14 Non-Discrimination

The Lessee and the District shall not restrict the lease, use, occupancy, tenure, or enjoyment of the Premises, or any portion thereof, on the basis of sexual orientation, gender, marital status, race, color, religion, creed, national origin, or ancestry of any person.

Section 13.15 Cooperation with Other Occupants of Property

It is understood and recognized by the Lessee that the School Site, of which the Premises is a

part, will be used by other parties, including the District, and Lessee shall cooperate with the other parties in reaching amicable arrangements concerning such matters as use of the parking areas, playgrounds, policing of common areas, custodial services, and security issues.

Section 13.16 Attorneys Fees

In case suit should be brought for recovery of the Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

Section 13.17 Authority

Each person executing this Site Lease on behalf of a party hereto represents and warrants that he is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

Section 13.18 Licenses and Standards

Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation. Lessee shall provide District, no later than July 31, 2017, a copy of the Facility License issued by State of California Department of Social Services.

In the performance of this Agreement, Lessee shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

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

DISTRICT:
OXNARD SCHOOL DISTRICT

LESSEE:
**CHILD DEVELOPMENT RESOURCES OF
VENTURA COUNTY, INC.**

By: _____
Lisa A. Franz
Director of Purchasing
Telephone: (805) 385-1501, x2414
Fax: (805) 240-7582

By: _____
Name: Jack Hinojosa
Title: Chief Executive Officer
Telephone: (805) 485-7878
Fax: (805) 278-0775

(Contingent on Board of Trustee Approval)

EXHIBIT A

LEGAL DESCRIPTION OF KAMALA SCHOOL SITE

DESCRIPTION OF PREMISES

Part of Subdivision 39 as the same is designated and delineated upon the certain map entitled, "Map of Rancho El Rio de Santa Clara o' La Colonia, partitioned by order of Dist. Court 1st Jud. District, California, " and filed in the office of the County Clerk of Ventura County in that certain action entitled, "Thomas A. School, et al., Plffs. vs. Rafael Gonzales, et al., Defts." said action having been brought for the purpose of partitioning said Rancho El Rio de Santa Clara o' La Colonia, and more particularly described as follows:

Beginning at a point South 0° 01' West 160.00 feet from a point which bears South 89° 59' 30" West 238.00 feet from the Southwest corner of the Sea Grove Tract, as per map thereof recorded in book 15, page 71 of Maps in the office of the County Recorder of said county; thence,

1st: South 0° 01' West 678.52 feet to a point; thence

2nd: South 89° 59' 30" West 644.15 feet parallel with the northerly line of said Subdivision 39 and 838.52 feet therefrom, to a point in the East line of the land conveyed to Ignatz Friedrich by deed recorded in book 138, page 292 of Deeds; thence along said East line,

3rd: North 0°01' East 678.52 feet to a point; thence,

4th: North 89° 59' 30" East 644.15 feet parallel with the said northerly line of Subdivision 39 and 160.00 feet therefrom to the point of beginning.

**EXHIBIT B
INSURANCE**

2.7 INSURANCE.

- 2.7.1 Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:
- 2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$50,000 fire legal liability, if applicable.
 - 2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.
 - 2.7.1.3 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.
 - 2.7.1.4 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
 - 2.7.1.5 Abuse and Molestation coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) Aggregate.
 - 2.2.1.6 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.
- 2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- 2.7.3 The Oxnard School District is to be named as **Additional Insured** as respects work done by Lessee under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.
- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 2.7.5 Lessee agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:
- 2.7.5.1 Certificates of Insurance for coverage required under this Agreement
 - 2.7.5.2 Additional insured endorsements; and
 - 2.7.5.3 Thirty (30) days Notice Cancellation Clause endorsements.

EXHIBIT C

DEFINITION OF HAZARDOUS MATERIALS AND ENVIRONMENTAL LAWS

For purposes of this Site Lease, the term “**Hazardous Materials**” shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated, or addressed under any Environmental Laws (defined below), and (b) any materials, substances, products, by-products, waste or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, international, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste, or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For purposes of this Site Lease, the term “**Environmental Laws**” shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of any and all Hazardous Materials, including, without limitation, all federal or state superfund statutes or environmental clean-up statutes.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Agreement/MOU #17-88 – Child Development Resources of Ventura County Inc. – Marina West NfL Preschool 2017-18 (Freeman/Thomas)

This Agreement/MOU confirms the partnership between Oxnard School District (OSD) and Child Development Resources of Ventura County Inc. (CDR). The establishment of this partnership makes it possible for each Agency to use their resources to benefit the children of Oxnard School District by providing young children with the Head Start/State Preschool services at Marina West NfL Preschool.

Term of the Agreement/MOU: July 1, 2017 to June 30, 2020

FISCAL IMPACT:

No cost to the Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #17-88 with Child Development Resources of Ventura County Inc.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #17-88, Child Development Resources of Ventura County Inc. (2 Pages)
Personnel Disclosure Form (1 Page)

Agreement #17-88 Memorandum of Understanding
Oxnard School District & Child Development Resources of Ventura County, Inc.

This Memorandum of Understanding (MOU) explains and confirms the agreement between Oxnard School District (OSD) and Child Development Resources of Ventura County, Inc. (CDR). The establishment of this partnership makes it possible for each Agency to use their resources to benefit the children of Oxnard School District by providing them with Head Start/State Preschool services.

Memorandum of Understanding Purpose:

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between OSD and CDR and to define responsibilities of the Agencies as they relate to providing high quality child development services for **Marina West NfL Preschool** located on the campus of Marina West Elementary School and within the boundaries of Oxnard School District. The facilities of **Marina West NfL Preschool** will be used to provide half day year round services of the Head Start/State Preschool option. Instructional calendar begins Monday, August 28, 2017. CDR staff may occupy facility starting July 1, 2017 prior to first day of instruction.

Memorandum of Understanding Term:

This MOU will be in effect from July 1, 2017 through June 30, 2020, with optional renewal in the subsequent year(s), if parties mutually agree and classroom space is available for use by CDR. OSD will notify CDR of the intent to renew MOU for 2020-2023 no later than April 30, 2020.

Memorandum of Understanding Agreement and Description of Services:

The Oxnard School District will provide the following:

1. Provide the use of one classroom in the Marina West NfL Preschool facility to accommodate up to 20 children.
2. Provide the use of a shared playground at Marina West NfL Preschool.
3. Provide custodial services five days per week and facility maintenance services when needed while the Head Start/State Preschool program is operational. Preschool will be operational Monday thru Friday from 7 a.m. – 6 p.m. Custodial services are funded by the Oxnard NfL budget.

Child Development Resources of Ventura County, Inc. agrees to:

1. Implement a Head Start/State Preschool program for up to 20 children; 6 hours per day; 175 instructional days per year.
2. Provide teaching staff and instructional assistants to provide intensive educational services to the children attending the Head Start/State Preschool option to be offered at Marina West NfL Preschool facility.
3. Incorporate Head Start wrap around comprehensive services to children enrolled in the Head Start/State Preschool option at Marina West NfL Preschool.

4. Participate in Rising Stars: Quality Rating Improvement System coordinated by Ventura County Office of Education, and to provide Oxnard School District with a copy of the Rising Stars rating.
5. Continue to perform outreach to the Marina West neighborhood for enrollment eligibility.
6. No later than July 31st of each contract year, provide OSD with a copy of Community Care Licensing license certificate.
7. No later than July 31st of each contract year, provide OSD with a list of personnel at the site. (See Personnel Disclosure Form)
8. No later than July 31st of each contract year, provide OSD with a Certificate of Insurance (General Liability, Workman’s Comp, Abuse/Molestation) naming the Oxnard School District as “additional insured”. “Additional Insured” evidenced by Endorsement number and a copy of the Endorsement on all Liability coverage.
9. No later than July 31st of each contract year, provide OSD with an instructional calendar.

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Mr. Jack Hinojosa, Chief Executive Officer
Child Development Resources of Ventura County Inc.

Date

PERSONNEL DISCLOSURE TEMPLATE – CHILD DEVELOPMENT RESOURCES OF VC, INC.

Name of Employee	Staff Position	Full or Part Time	Brief Position Description	Degree, Credential/Permit

PERSONNEL DISCLOSURE TEMPLATE

Program Name

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

- Study Session: _____
- Closed Session _____
- A-1. Preliminary _____
- A-II. Reports _____
- B. Hearings _____
- C. Consent Agenda _____

Agreement Category:

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

- D. Action Items _____
- F. Board Policies _____ 1st Reading _____ 2nd Reading _____

Ratification of Agreement/MOU #17-89 – Child Development Resources of Ventura County Inc. – Sierra Linda NfL Preschool 2017-2018 (Freeman/Thomas)

This Agreement/MOU confirms the partnership between Oxnard School District and Child Development Resources of Ventura County Inc. (CDR). The establishment of this partnership makes it possible for each agency to use their resources to benefit the children of Oxnard School District by providing young children with the Head Start services at Sierra Linda NfL Preschool.

Term of the Agreement/MOU: July 1, 2017 to June 30, 2020

FISCAL IMPACT:

No cost to the Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #17-89 with Child Development Resources of Ventura County Inc.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #17-89, Child Development Resources of Ventura County Inc. (2 Pages)
Exhibit A Reporting Timeline 2017-18 (1 Page)
Personnel Disclosure Form (2 Pages)

Agreement #17-89 Memorandum of Understanding

Oxnard School District & Child Development Resources of Ventura County, Inc.

This Memorandum of Understanding (MOU) explains and confirms the agreement between Oxnard School District (OSD) and Child Development Resources of Ventura County, Inc. (CDR). The establishment of this partnership makes it possible for each Agency to use their resources to benefit the children of Oxnard School District by providing them with Head Start/State Preschool services.

Memorandum of Understanding Purpose:

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between OSD and CDR and to define responsibilities of the Agencies as they relate to providing high quality child development services for **Sierra Linda NfL Preschool** located on the campus of Sierra Linda Elementary School and within the boundaries of Oxnard School District. The facilities of **Sierra Linda NfL Preschool** will be used to provide half day and/or full year round services of the Head Start/State Preschool option. Instructional calendar begins Monday, August 28, 2017. CDR staff may occupy facility starting July 1, 2017 prior to first day of instruction.

Memorandum of Understanding Term:

This MOU will be in effect from **July 1, 2017 through June 30, 2020**, with optional renewal in the subsequent year(s), if parties mutually agree and classroom space is available for use by CDR. OSD will notify CDR of the intent to renew MOU for 2020-2023 no later than April 30, 2020.

Memorandum of Understanding Agreement and Description of Services:

The Oxnard School District will provide the following:

1. Provide the use of two classrooms in the Sierra Linda NfL Preschool facility to accommodate up to 54 children.
2. Provide the use of a shared playground at Sierra Linda NfL Preschool.
3. Provide custodial services five days per week and facility maintenance services when needed while the Head Start/State Preschool program is operational. Preschool will be operational Monday thru Friday from 7 a.m. – 6 p.m. Custodial services are funded by the Oxnard NfL budget.

Child Development Resources of Ventura County, Inc. agrees to:

1. Implement a Head Start/State Preschool half day and/or full day program for up to 54 children; Session F (full day) for 175 days per school year, and Sessions A/C (half-day) for 128 days per year.
2. Provide teaching staff and instructional assistants to provide intensive educational services to the children attending the Head Start/State Preschool option to be offered at Sierra Linda NfL Preschool facility.
3. Incorporate Head Start wrap around comprehensive services to children enrolled in the Head Start/State Preschool option at Sierra Linda NfL Preschool.

4. Participate in Rising Stars: Quality Rating Improvement System coordinated by Ventura County Office of Education, and to provide Oxnard School District with a copy of the Rising Stars rating.
5. Participate in First 5 data collection, research and evaluation studies designed to show the effectiveness of CDR services or to provide information about CDR's program. (See Exhibit A-Reporting Timeline)
6. Continue to perform outreach to the Sierra Linda neighborhood for enrollment eligibility.
7. No later than July 31st of each contract year, provide OSD with a copy of Community Care Licensing license certificate.
8. No later than July 31st of each contract year, provide OSD with a list of personnel at the site. (See Personnel Disclosure Form)
9. No later than July 31st of each contract year, provide OSD with a Certificate of Insurance (General Liability, Workman's Comp, Abuse/Molestation) naming the Oxnard School District as "additional insured". "Additional Insured" evidenced by Endorsement number and a copy of the Endorsement on all Liability coverage.
10. No later than July 31st of each contract year, provide OSD with an instructional calendar.

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Mr. Jack Hinojosa, Chief Executive Officer
Child Development Resources of Ventura County Inc.

Date

CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC..
SIERRA LINDA NfL PRESCHOOL

Term: July 1, 2017 to June 30, 2020

REPORTING TIMELINE

- *Narrative Progress Reports are due Quarterly*
- *Participant & Service Counts/Data are due monthly*
- *Parent Surveys and Evaluation surveys are due as specified by First 5 implementation guidelines*
- *Core Intake forms are due monthly as new families enter programs*

Reporting periods for 2018-2019 & 2019-2020 to be mailed to Child Development Resources on a yearly basis.

Reporting Period	Invoice/Report Due	Due Date
July 1, 2017 – July 31, 2017	Month 1 Invoice	August 15, 2017
August 1, 2017 – August 31, 2017	Month 2 Invoice	September 15, 2017
September 1, 2017 – September 30, 2017	Month 3 Invoice, and <i>Quarter 1 Narrative</i>	October 15, 2017
October 1, 2017 – October 31, 2017	Month 4 Invoice, and <i>DRDPs for each student</i>	November 15, 2017
November 1, 2017 – November 30, 2017	Month 5 Invoice	December 15, 2017
December 1, 2017 – December 31, 2017	Month 6 Invoice, and <i>Quarter 2 Narrative</i>	January 15, 2018
January 1, 2018 – January 31, 2018	Month 7 Invoice	February 15, 2018
February 1, 2018 – February 28, 2018	Month 8 Invoice	March 15, 2018
March 1, 2018 – March 31, 2018	Month 9 Invoice, and <i>Quarter 3 Narrative</i>	April 15, 2018
April 1, 2018 – April 30, 2018	Month 10 Invoice	May 15, 2018
May 1, 2018 – May 31, 2018	Month 11 Invoice, and <i>DRDP for each Student</i>	June 15, 2018
June 1, 2018 – June 30, 2018	Month 12 Invoice, and <i>Quarter 4 Narrative Report</i>	July 7, 2018

Submit to:

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Attn: Noemi Valdes
 Director of Early Childhood Education Programs

PERSONNEL DISCLOSURE TEMPLATE – CHILD DEVELOPMENT RESOURCES OF VC INC.

Name of Employee	Staff Position	Full or Part Time	Brief Position Description	Degree, Credential/Permit

PERSONNEL DISCLOSURE TEMPLATE

Program Name

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Amendment #1 to Agreement #15-21, CSBA's Practi-Cal Inc. (Freeman/Ridge)

At their meeting of June 24, 2015, the Board of Trustees approved Agreement #15-21 with Practi-Cal, Inc., in the amount not to exceed \$100,000.00 for a 3-year period through the 2017-18 fiscal year, enabling Practi-Cal to bill the District for their percentage of the amount received in Medi-Cal reimbursements.

The reimbursement amount for the 2016-17 fiscal year unexpectedly exceeded the prior year's amount, which in turn increased OSD's portion due. It is therefore necessary to increase the amount of Agreement #15-21 by an additional \$120,000.00 via Amendment #1, for a total agreement amount not to exceed \$220,000.00. The increase will cover the remaining balance due for fiscal year 2016-2017, as well as the yearly amount for the 2017-2018 fiscal year.

Agreement #15-21 will be funded by the Medi-Cal funds generated.

Original agreement amount:	\$100,000.00
Amendment #1:	<u>\$120,000.00</u>
Total agreement amount not to exceed:	\$220,000.00

FISCAL IMPACT:

Total cost not to exceed \$120,000.00 - LEA Medi-Cal funds.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #15-21 with CSBA's Practi-Cal Inc.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1 (1 Page)
 Agreement #15-21, CSBA's Practi-Cal Inc. (12 Pages)

**AMENDMENT #1 TO AGREEMENT #15-21 with
PRACTI-CAL INC.
August 23, 2017**

At their meeting of June 24, 2015, the Board of Trustees approved Agreement #15-21 with Practi-Cal, Inc., in the amount not to exceed \$100,000.00 for a 3-year period through the 2017-18 fiscal year, enabling Practi-Cal to bill the District for their percentage of the amount received in Medi-Cal reimbursements.

The reimbursement amount for the 2016-17 fiscal year unexpectedly exceeded the prior year's amount, which in turn increased OSD's portion due. It is therefore necessary to increase the amount of Agreement #15-21 by an additional \$120,000.00 via Amendment #1, for a total agreement amount not to exceed \$220,000.00. The increase will cover the remaining balance due for fiscal year 2016-2017, as well as the yearly amount for the 2017-2018 fiscal year.

Agreement #15-21 will be funded by the Medi-Cal funds generated.

Original agreement amount:	\$100,000.00
Amendment #1:	<u>\$120,000.00</u>
Total agreement amount not to exceed	\$220,000.00

PRACTI-CAL INC.:

By: _____
Maria S. Thomas, Senior Director

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

CSBA's
PRACTI-CAL

**MEDI-CAL LEA BILLING OPTION SERVICES AGREEMENT BETWEEN
THE
OXNARD SCHOOL DISTRICT
AND
CSBA'S PRACTI-CAL, INC.**

Whereas the DISTRICT (hereinafter referred to as "DISTRICT") desires to contract for Medi-Cal LEA Billing Option services; and CSBA's Practi-Cal, Incorporated (hereinafter referred to as PRACTI-CAL) is willing to provide such services through its Medi-Cal Services Program;

Now, therefore in consideration of the mutual Agreements and definitions contained herein, the parties hereto agree as follows:

1. **Definitions** The parties agree to this agreement and mutually accept the following definitions of the enumerated terms:
 - 1.1 PRACTI-CAL means Practi-Cal, Incorporated. When used in the context of the performance of tasks, this is extended to include its subcontractors when performing duties in connection with this contract.
 - 1.2 DISTRICT means an independent public school district, county office of education, Office of the County Superintendent of Schools, Special Education Local Plan Area or community college district in the State of California.
 - 1.3 AGREEMENT means this contract between the DISTRICT and PRACTI-CAL, along with exhibits A and B.
 - 1.4 Claim means the right of the DISTRICT to seek reimbursement for a service or services provided to a named student on a given day by a named service provider.
 - 1.5 LEA means a Local Educational Agency.
 - 1.6 DHCS means Department of Health Care Services.
 - 1.7 SELPA means a Special Education Local Plan Area.

2. **Commencement, Amendment, and Termination**

Commencement

- 2.1 The parties hereby enter into this agreement for a period of three years beginning the date of execution of this agreement and remaining in full force and affect, except as amended or terminated as hereinafter provided. This term will automatically renew for a new three year term after the completion of the period and then after the end of each period unless notice is given as detailed below.

Amendment

- 2.2 This agreement shall become subject to amendment in the event any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits or modifies any services or actions contemplated by this AGREEMENT.
- 2.3 Any alterations, variations, modifications or waivers of provisions of this AGREEMENT shall be valid only when they have been reduced to writing, duly signed and attached to the original of this AGREEMENT.

Termination

- 2.4 This AGREEMENT may be terminated at any time by either party giving not less than ninety days written notice to the other party specifying the date of termination.
- 2.5 This AGREEMENT shall become subject to termination in the event of any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits the expenditure of federal and/or state funds for the services or actions contemplated by this AGREEMENT.
3. **PRACTI-CAL Responsibilities:** PRACTI-CAL is responsible for the duties specified in Exhibit A, whether provided by internal staff or by its subcontractor or its designee.
4. **DISTRICT Responsibilities:** The DISTRICT is responsible for performing the duties specified in Exhibit B.

5. **Fees for Services**

5.1 In consideration for all services rendered pursuant to this AGREEMENT the DISTRICT shall pay PRACTI-CAL 9% of the current federal match rate of claims submitted to DHCS for reimbursement. These fees will not exceed 10.5% annually of the approved warrant amount from DHCS. If the annual fees exceed 10.5%, the difference will be rebated back to the district. The DISTRICT agrees to pay as soon as administratively possible, but no later than 30 days after receipt of the funds from EDS.

5.2 PRACTI-CAL reserves the right to collect all fees that are due for any CLAIMS submitted for payment for any period preceding notice of termination or actual termination whichever occurs last. A 2% late fee will be assessed to any unpaid invoice exceeding 45 days. Termination of this AGREEMENT shall not relieve the DISTRICT of the responsibility to pay any fees payable pursuant to this AGREEMENT.

6. **Events of Default:** Upon the occurrence of an event of default by either party to this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving the appropriate written notice to the defaulting party. Each of the following events constitutes an event of default:

6.1 If DISTRICT fails to make any payment on or before the due date and fails to cure this delinquency within thirty days of such delinquency.

6.2 If DISTRICT commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from PRACTI-CAL to the DISTRICT, then PRACTI-CAL may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty days notice in writing to such effect.

6.3 If PRACTI-CAL commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from the DISTRICT to PRACTI-CAL, then the DISTRICT may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty days notice in writing to such effect.

7. **Errors and Omissions:** No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under the AGREEMENT, provided such errors and omissions are reported as soon after discovery as possible. Both parties agree to carry such errors and omissions insurance as will protect the other party from injury not the fault of the injured party.

8. **Confidentiality:**
 - 8.1 Except to the extent permitted under federal or state law, regulation or standards; and to the extent required to qualify students as clients or beneficiaries of services for benefits for which they are, or may be, entitled under State, local or federal entitlement or laws, under policies, contracts or insurance payments contemplated within the scope of this AGREEMENT, PRACTI-CAL shall not during or after the period of this AGREEMENT, without authorization from the DISTRICT, disclose or use for the benefit of any person, corporation or other entity or itself, any files or any other confidential or personally identifiable information concerning students and/or their families. Confidential or personally identifiable information shall mean information not generally known to the public which is disclosed to PRACTI-CAL, its agents or employees, or known by them as a consequence of this AGREEMENT, whether or not pursuant to this AGREEMENT.

 - 8.2 The DISTRICT shall not, except to the extent permitted or required by law, disclose any proprietary information it may learn as a consequence of this AGREEMENT, to anyone other than an employee of the DISTRICT, who requires such information to perform hereunder, or an employee of PRACTI-CAL or its designee.

9. **Warrantees:** The DISTRICT represents and warrants that:
 - 9.1 This instrument is executed with the full knowledge of and understanding of its term and meanings by the DISTRICT and is executed by a person who has the authority of the governing board to do so.

 - 9.2 This instrument is being executed in multiple counterparts, each of which are the same AGREEMENT and any of which shall be considered an original instrument.

 - 9.3 All information provided or otherwise supplied to PRACTI-CAL or its designee shall, to the best of its knowledge and belief, be true, accurate and complete and that the DISTRICT has the right to file such CLAIMS as documented.

- 9.4 That the filing of claims through PRACTI-CAL pursuant to this AGREEMENT will not be knowingly in violation of any law or contract to which the DISTRICT is a party.
- 9.5 That neither the DISTRICT nor its employees shall submit Medicaid CLAIMS except through PRACTI-CAL during the term of this AGREEMENT.
10. **Ownership of Products of AGREEMENT:** The parties hereto agree that all forms, materials, software and other documents including, but not limited to, criteria, policies and procedures developed by PRACTI-CAL as a direct result of, or instrumental to, this AGREEMENT shall, at all times, remain the property of PRACTI-CAL and may not be distributed, published or sold to third parties, persons or entities without the express, written consent of PRACTI-CAL.
11. **Remedies of the Parties**
- 11.1 The parties hereto acknowledge that, notwithstanding the fact that this AGREEMENT is terminable upon notice, the restrictions contained in this AGREEMENT are reasonable and necessary protection of the legitimate interests of the parties, that any violation of the terms of this agreement might cause substantial injury to the parties and that the parties hereto would not have entered into this AGREEMENT without receiving the additional consideration offered by each party in binding itself, its agents and its employees to these restrictions. In the event of violation of any of these restrictions, each party shall be entitled to preliminary and permanent injunctive relief in addition to any other remedy.
- 11.2 Disputes with respect to this AGREEMENT shall be discussed and resolved, if possible, by authorized representatives of PRACTI-CAL and the DISTRICT. The parties hereby agree to use their best efforts to promptly resolve any such dispute. If, however, the parties are not successful in resolving such dispute within thirty days from the date such dispute arises, then either party shall be free to exercise any rights it might have under paragraphs 2.3, 2.4, 2.5 of this AGREEMENT or under the law without the necessity of seeking judicial cancellation of this AGREEMENT and without the necessity of a formal placing in default.

11.3 All notices required by or relating to this AGREEMENT shall be in writing and shall be sent to the parties to this AGREEMENT at their addresses set below unless changed from time to time, in which event each party shall notify the other in writing of such change. All such notice shall be deemed duly given if deposited, registered or certified mail, in the United States mail.

Practi-Cal, Inc.
3251 Beacon Blvd.
West Sacramento, CA 95691

DISTRICT contact Person:

For Contract information and notice:

Name Michael Chris Ridge

Title Director, Pupil Services

Address 1051 South A Street

Oxnard, CA 93030

Phone (805) 385-1501 x2161

Fax (805) 487-9648

Email mridge@oxnardsd.org

For CLAIM processing and information concerning services provided to students:

Name Michael Chris Ridge

Title Director, Pupil Services

Address 1051 South A Street

Oxnard, CA 93030

Phone (805) 385-1501 x2161

Fax (805) 487-9648

Email mridge@oxnardsd.org

For STUDENT COMPUTER DATA:

Name TBD

Title Chief Information Officer

Address 1051 South A Street

Oxnard, CA 93030

Phone (805) 385-1501 x2101

Fax (805) 487-6748

Email

12. **Liability and Insurance**

- 12.1 The parties agree to maintain in force errors and omissions insurance as may reasonably be required by the other party.
- 12.2 PRACTI-CAL agrees to hold harmless and indemnify the DISTRICT from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by PRACTI-CAL.
- 12.3 DISTRICT agrees to hold harmless and indemnify PRACTI-CAL from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by DISTRICT.

13. **Miscellaneous Provisions**

- 13.1 This AGREEMENT comprises the entire AGREEMENT between the DISTRICT and PRACTI-CAL and may be amended only in writing and by mutual consent of both parties.
- 13.2 The headings, titles and sub-titles in this AGREEMENT have been inserted solely for convenient reference and shall be ignored in its construction.
- 13.3 This AGREEMENT has been negotiated and executed in the state of California and the laws of that state shall govern its construction and validity.
- 13.4 This AGREEMENT shall inure to and shall be binding upon the parties hereto, the successors and assigns of the DISTRICT and PRACTI-CAL.
- 13.5 The purpose of this AGREEMENT is not to be defeated by a narrow, technical construction of its provisions. This AGREEMENT shall be considered as an honorable undertaking and shall be subject to a liberal construction for the purpose of giving effect to the intentions of the parties hereof.
- 13.6 The waiver by either party of any breach or violation of any provision of this AGREEMENT shall not operate or be construed as a waiver of any subsequent breach or violation hereof.
- 13.7 If any provision of this AGREEMENT shall be held invalid or unenforceable, the remainder of this AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect with respect to all other circumstances.

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed as of the date set forth herein.

For the District

By: Lisa A. Franz

Name: Lisa A. Franz

Title: Director, Purchasing

Date: 6-25-15

For PRACTI-CAL

By: Maria S. Thomas

Name: Maria S. Thomas

Title: Senior Director

Date: 6-25-15

Exhibit A
PRACTI-CAL Responsibilities:

1. Assist Districts become registered Medi-Cal providers.
2. Based upon the student data submitted to PRACTI-CAL by the District obtain a DHCS eligibility match and conduct and complete an analysis to determine the number of children and youth within the jurisdiction of the District who are eligible to receive medical assistance within the contemplation of the Medicaid Act. PRACTI-CAL shall provide a written report of its findings to the District upon completion of said analysis.
3. Develop and implement a training program, in cooperation with the District or its designee for the Districts' personnel involved in the implementation of the services contemplated within the scope of this Agreement. Subsequent training sessions will be provided upon discussion with the district representative and Practi-Cal agent to ensure compliance with state and federal guidelines, maximize reimbursements, and ensure staff knowledge of billable activities, regulations and activities.
4. Serve as the authorized billing agent for the District to file and process claims to DHCS, or state contracted designee, for reimbursement of health care and or related services provided by the District's professionals to eligible students within the jurisdiction of the District based on the forms provided by the District.
5. Provide Billing forms and pre-addressed envelopes.
6. Research and follow up on any claims rejected by DHCS and re-file them when appropriate.
7. Provide the District throughout the school year, monthly financial, participation reports, service history and utilization written reports. Reports shall include, but not be limited to, information by service provider and service type.
8. Maintain appropriate records and files including safe site storage for electronic data stored at PRACTI-CAL. Maintain appropriate storing of district documents which resulted in state reimbursements.
9. Comply with federal guidelines concerning issues of confidentiality of student information.
10. Provide access to books and records required by federal or state guidelines.
11. Keep and maintain appropriate charts, files and records of all services rendered by PRACTI-CAL its agents and employees under this Agreement and shall prepare in connection with these services all reports and correspondence necessary or appropriate in the circumstances
12. Work in concert with Medi-Cal officials, the California Superintendent of Public Instruction, the California Secretary of Education and Child Development and other government officials to allow the Districts access to the identities of eligible children.

13. Retain all books, records, and other documents relevant to this Agreement and to funds received and expended hereunder for at least four (4) years after final payment.

Exhibit B
District Responsibilities

1. Complete State of California Provider Participation Form and obtain Medicaid provider identification number, with assistance from PRACTI-CAL.
2. Execute the Telecommunications form.
3. Provide PRACTI-CAL with information about children and youth within the jurisdiction of the District who are receiving health related services so that PRACTI-CAL can obtain a DHCS eligibility match.
4. Provide health care and/or related services as defined under State and Federal laws and regulations pertaining to the education of children and youth within the jurisdiction of the District. Said health care and/or related services shall be provided by qualified professionals who meet all applicable licensing and or certification requirements set forth in Federal and State of California statutes and/or regulations and who are under the general supervision of the District.
5. Submit to PRACTI-CAL, only such information as may be required to file a Medicaid claim under the LEA Billing Option Program, for such health services delivered to eligible children and youth within the jurisdiction of the District. Said information shall be provided on a form designated by PRACTI-CAL which shall include, but not be limited to the following: name, birth date, type of service, date of service, certain criteria dependent upon type of service, and signature of the professional delivering the services.
6. Provide to PRACTI-CAL, or its designee, information about the qualified professionals who meet all the applicable licensing and or certification requirements that will be providing health care and/or related services sufficient to complete a Medicaid claim when they begin with the program. Update this information when necessary. Said updates shall include additions to or deletions from this professional list.
7. Comply with any and all requirements set forth by the California State Department of Education and the California Department of Health Services regarding the Local Educational Agency (LEA) program, including but not limited to provider procedures as outlined in the Medi-Cal Inpatient/Outpatient Provider Manual.
8. Keep, maintain and have available CRCS supporting financial and service documentation at least until the auditing process of the Medi-Cal CRCS has been completed.
9. Keep and maintain appropriate charts, files and records of all professional services rendered by the District, its agents and employees under this Agreement and shall prepare in connection with these services all reports and correspondence necessary or appropriate in the circumstances.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Amendment #3 to Agreement #16-71 – STAR of CA, ERA ED (Freeman/Sugden)

At the Board meeting of August 3, 2016, the Board of Trustees approved Agreement #16-71 with STAR of Ca, ERA ED for classroom support and 1 to 1 behavior therapists for identified students for the 2016-2017 school year, in the amount not to exceed \$120,000.00.

At the Board meeting of January 18, 2017, the Board of Trustees approved Amendment #1 in the amount of \$ 60,000.00 for a new total agreement cost of \$ 180,000.00.

At the Board meeting of April 19, 2017, the Board of Trustees approved Amendment #2 in the amount of \$200,000.00 for a new total agreement cost of \$ 380,000.00

Amendment #3 increases Special Education funding in the amount of \$145,000.00 for a new total agreement cost of \$525,000.00. Amendment #3 is necessary to adjust the total expected cost through the end of the 2016-2017 fiscal year.

FISCAL IMPACT:

Not to exceed \$145,000.00 - Special Ed Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #3 to Agreement #16-71 with STAR of CA, ERA ED.

ADDITIONAL MATERIAL(S):

Attached: Amendment #3, STAR of CA, ERA ED (1 Page)
 Agreement #16-71, STAR of CA, ERA ED (4 Pages)

**AMENDMENT #3 TO AGREEMENT #16-71 with
STAR of CA/ ERA ED**

August 23, 2017

At the Board meeting of August 3, 2016, the Board of Trustees approved Agreement #16-71 with STAR of Ca, ERA ED for classroom support and 1 to 1 behavior therapists for identified students for the 2016-2017 school year, in the amount not to exceed \$120,000.00.

At the Board meeting of January 18, 2017, the Board of Trustees approved Amendment #1 in the amount of \$ 60,000.00 for a new total agreement cost of \$ 180,000.00.

At the Board meeting of April 19, 2017, the Board of Trustees approved Amendment #2 in the amount of \$200,000.00 for a new total agreement cost of \$ 380,000.00

Amendment #3 increases Special Education funding in the amount of \$145,000.00 for a new total agreement cost of \$525,000.00. Amendment #3 is necessary to adjust the total expected cost through the end of the 2016-2017 fiscal year.

STAR of CA/ ERA ED:

By: _____
Dr. Doug Moes, President CEO

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

AGREEMENT #16-71 FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 3rd day of August 2016, by and between the OXNARD SCHOOL DISTRICT, located at 1051 S A St, Oxnard, CA 93030, hereinafter referred to as "District" and STAR of CA, a Professional Psychological Corporation (DBA STAR of CA, and ERA ED), located at 4880 Market St, Ventura CA 93003, and hereinafter referred to as "Provider/Consultant".

WITNESSETH:

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

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

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

1. TERM OF AGREEMENT: The term of this Agreement shall be for the period commencing August 4, 2016 and terminating June 30, 2017.

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

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

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

Chris Ridge Director of Pupil Services
(Name) (Title)

And/or,

Amelia Sugden Director of Special Education
(Name) (Title)

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

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

3. COMPENSATION: District shall pay Provider a maximum amount of \$120,000.00 pursuant to this Agreement. Provider shall be compensated at the rate of \$ 51.52 per hour for 1 to 1 behavioral support to students, \$ 101.02 per hour for behavioral consultation and supervision services, \$330.00 for 2 hours workshops, and \$660.00 for 4 hours workshops. The intensity and duration of services will be delivered as directed and determined by District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**OXNARD SCHOOL DISTRICT
OF VENTURA COUNTY**




Lisa A. Franz, Director, Purchasing

8-4-16

Date

STAR OF CAJERA ED, VENTURA CA



Provider/Consultant Authorized Representative

7/19/2016

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Addendum #1 to Agreement #16-142 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)

At the Board meeting of October 19, 2016, the Board of Trustees approved Agreement #16-142 with the Ventura County Office of Education (VCOE) to provide support from Special Circumstances Paraeducators (SCP's) for a special education student during the 2016-2017 school year, including Extended School Year, in the amount not to exceed \$4,189.50.

The original cost of these services was miscalculated and Addendum #1 is required to increase the amount by \$5,225.59, for a total agreement cost of \$9,415.09. The increase covers the balance due for services provided during the 2016-2017 school year.

Student: KR071607

FISCAL IMPACT:

\$5,225.59 - 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 Addendum #1 to Agreement #16-142 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$5,225.59.

ADDITIONAL MATERIAL(S):

Attached: Addendum #1 (1 Page)
 Agreement #16-142, Ventura County Office of Education (1 Page)

ADDENDUM #1 TO AGREEMENT #16-142

July 25, 2017

Oxnard School District
Agreement # OX74B

KR071607

Amendment to Special Circumstance services as specified below:

Original agreement amount was not calculated correctly.

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

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 120 min a day during transportation to and from school.

6. The term of this contract shall begin **5/2/2016** (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	Previous: <u>2016-2017</u> (8/22/2016-3/31/2017)	+	CURRENT: <u>2016-2017</u> (4/1/2017-6/30/2017)
	\$ <u>5,130.36</u>		\$ <u>4,284.73</u>

Original estimated cost: \$ 4,189.50
 Amount added/owed: \$ 5,225.59
Revised Total of Estimated Cost: \$ 9,415.09

Requested by: _____
 Program Manager

Date: _____

Approved by: _____
 Director, Business Services

Date: _____

Accepted by: _____

Date: _____

Title: Lisa A. Franz, Director, Purchasing



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective May 2, 2016 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT. KR071607

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

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services. Bus aide to and from school, 120 min a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 5/2/2016 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u>	UPCOMING: <u>2016-2017</u> (8/22/2016-5/2/2017)
(including ESY, if applicable)	\$ _____ +	\$ <u>4,189.50</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Lisa A. Franz
Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: 10-10-16

Date: 8/4/16

Estimated Cost \$ 4,189.50 (2016-2017 Fiscal Year)

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Amendment #1 to Agreement #16-158 – Exceptional Educational Consultants Inc. (Freeman/Sugden)

At the Board meeting of November 2, 2016, the Board of Trustees approved Agreement #16-158 with Exceptional Educational Consultants Inc. to provide consultant services to the Special Education Department for the 2016-2017 school year, in the amount not to exceed \$10,000.00.

Amendment #1 increases Special Education funding by \$2,062.50 for a total agreement cost of \$ 12,062.50. The amendment is necessary to adjust the total expected cost through the end of the 2016-2017 fiscal year and two weeks of extended school year.

FISCAL IMPACT:

\$2,062.50 - 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 #16-158 with Exceptional Educational Consultants Inc.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1 (1 Page)
Agreement #16-158, Exceptional Educational Consultants Inc. (18 Pages)

**AMENDMENT #1 TO AGREEMENT #16-158 with
Exceptional Educational Consultants Inc.**

August 23, 2017

At the Board meeting of November 2, 2016, the Board of Trustees approved Agreement #16-158 with Exceptional Educational Consultants Inc. to provide consultant services to the Special Education Department for the 2016-2017 school year, in the amount not to exceed \$10,000.00.

Amendment #1 increases Special Education funding by \$2,062.50 for a total agreement cost of \$ 12,062.50. The amendment is necessary to adjust the total expected cost through the end of the 2016-2017 fiscal year and two weeks of extended school year.

EXCEPTIONAL EDUCATIONAL CONSULTANTS INC.

By: _____
Fran Arner-Costello, MA, CEO

Date: _____

OXNARD SCHOOL DISTRICT

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

Agreement #16-158.

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 2nd day of November, 2016 by and between the Oxnard School District ("District") and Exceptional Educational Consultants Inc. ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 3, 2016 through June 30, 2017 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B "Compensation". The total compensation shall not exceed Seventy Five Dollars per hour (\$75.00/HR), 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".

Fay (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.

Fay (Initials)

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

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

Fay (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

FCU(Initials)

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

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

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

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

To Consultant: Exceptional Educational Consultants Inc.
 10677 Inyo Street
 Ventura, CA 93004
 Attention: Fran Arner-Costello
 Phone: (805) 469.6919
 Fax: ()

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

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

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

26. **Administration.** AMELIA SUGDEN shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed Exhibit D "Conflict of Interest Check" attached hereto.

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

**EXCEPTIONAL EDUCATIONAL
CONSULTANTS INC.:**

Lisa A. Franz

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

11-3-16

Date

Tax Identification Number: 95-6002318

Frances Arner-Costello

Signature

Frances Arner-Costello, CEO

Typed Name/Title

10-26-16

Date

Tax Identification Number: 81-1465928

- Not Project Related
- Project #16-158

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-158

SERVICES

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

***PER ATTACHED PROPOSAL DATED 10/14/16**

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

***PER ATTACHED PROPOSAL DATED 10/14/16**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

Not Project Related

Project #16-158

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-158

COMPENSATION

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

*Per attached Proposal – Fee not to exceed \$75.00 per hour.

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

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

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

IV. The total compensation for the Services shall not exceed \$75.00/HR, as provided in Section 4 of this Agreement.

Not Project Related

Project #16-158

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-158

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 #16-158

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.

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-158

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, EXCEPTIONAL EDUCATIONAL CONSULTANTS INC., who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 11-3-16

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

Exceptional Educational Consultants, Inc
Fran Arner-Costello, M.A. CEO
EID# 81-1465928

10677 Inyo Street, Ventura. CA 93004
(805) 469-6919
farnerco@hotmail.com

October 14, 2016

To: Oxnard School District

From: Fran Arner-Costello, CEO, Exceptional Educational Consultants, Inc.

Subject: Proposal for consultant services to Oxnard School District

SCOPE OF WORK:

Contractor agrees to review Individual Educational Plans of district staff upon request. Will give suggestions and corrections to administrative, teaching and specialist staff. Contractor will also work with administrative team to develop materials and provide training as requested.

DATES OF SERVICE:

November 3, 2016- June 30, 2017

RATE:

\$75 per hour, upon invoice from contractor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2016

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

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

PRODUCER COASTAL BROKERS INSURANCE - FOR QUESTIONS CONTACT: KNOX INSURANCE AGENCY 674 COUNTRY SQUARE DR #104 VENTURA CA 93003		CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____															
INSURED EXCEPTIONAL EDUCATIONAL CONSULTING INC 10677 INYO STREET VENTURA CA 93004		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: HISCOX INSURANCE COMPANY INC.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F: SX</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: HISCOX INSURANCE COMPANY INC.		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F: SX	
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INSURER E:																	
INSURER F: SX																	

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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PER-ACC <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Per-acc person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOUNDING \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED/AUTOs <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER/EMPLOYEE (Mandatory in NH) If yes, describe under "DESCRIPTION OF OPERATIONS" below	Y/N	N/A				<input type="checkbox"/> NO STATE-TORY LIMITS <input type="checkbox"/> BOTH E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY	X		MPL1721089 16	03/30/2016	03/30/2017	PROFESSIONAL LIABILITY : \$1,000,000 EACH CLAIM / \$1,000,000 AGGREGATE

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

BODILY INJURY/PROPERTY DAMAGE: \$50,000 AGGREGATE
 DEFENSE OF LICENSING PROCEEDINGS: \$25,000 (SEPARATE LIMIT)
 SUBPOENA ASSISTANCE \$10,000 AGGREGATE (SEPARATE LIMIT)
 DEDUCTIBLE \$1,000

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER OXNARD SCHOOL DISTRICT 1051 SOUTH A STREET OXNARD CA 93030		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE COASTAL BROKERS INS SVCS <i>Larry L. Olson</i>	
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Endorsement 11

NAMED INSURED: Exceptional Educational Consultants, Inc.

E6998.2 REVISED Additional Insured Endorsement 2

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed that Endorsement E6999 is deleted in its entirety and replaced by the following:

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the Professional Liability Coverage Part is/are amended as follows:

I. The following definition is added to the end of Section III. Who is an insured:

Additional insured means the person or organization listed below:

	Retroactive Date
Maxco	04/01/2016
Ventura Unified School District	07/29/2016
Oxnard School District	10/11/2016

Coverage is available for **additional insureds** solely for their liability arising out of the **named insured's** negligence or of those acting on the **named insured's** behalf and not for any liability arising out of the sole negligence of the **additional insured**.

II. In the preamble of Section III. Who is an insured, the words "**additional insured,**" are added after "**named insured,**".

III. In Section VII. Definitions, the definition of "**You, your, or insured**" is amended to add the words "**additional insured,**" after "**named insured,**".

Endorsement effective: 10/11/2016

Certificate No.:

MPL1721089.16

Endorsement No: 11

Processed Date:

10/11/2016

Hiscox Inc.



Authorized Representative
Carl Bach



ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

Hiscox is committed to complying with the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) requirements. OFAC administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <http://www.treas.gov/offices/enforcement/ofac/>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <http://www.treas.gov/offices/enforcement/ofac/>.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Amendment #1 to Agreement #16-186 - Assistance League, Non-Public School, NPS (Freeman/Sugden)

At the Board meeting of January 18, 2017, the Board of Trustees approved Agreement #16-186 with Assistance League, for Non-Public School services for student below for the 2016-2017 school year, in the amount not to exceed \$6,280.00.

Amendment #1 increases Special Education funding by \$1,105.00 for a new total agreement amount of \$ 7,385.00. The amendment is necessary to adjust total expected costs through the end of the fiscal year including two weeks of extended school year.

Student: IM062912

FISCAL IMPACT:

\$1,105.00 - 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 #16-186 with Assistance League, NPS.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1 (1 Page)
 Agreement #16-186, Assistance League, NPS (3 Pages)

**AMENDMENT #1 TO AGREEMENT #16-186 with
ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL
August 23, 2017**

At the Board meeting of January 18, 2017, the Board of Trustees approved Agreement #16-186 with Assistance League, for Non-Public School services for student below for the 2016-2017 school year, in the amount not to exceed \$6,280.00.

Amendment #1 increases Special Education funding by \$1,105.00 for a new total agreement amount of \$ 7,385.00. The amendment is necessary to adjust total expected costs through the end of the fiscal year including two weeks of extended school year.

Student: IM062912

ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL, OXNARD, CA

By: _____
Victoria Elliott, Director

Date: _____

OXNARD SCHOOL DISTRICT

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #16-186

THIS AGREEMENT, made and entered into this 18th day of January 2017 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 (2)

IM062912

EV120612

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 **2016--2017** school year at a cost of \$785 per month, per student, for 8 months each, beginning November 1, 2016, including Extended School Year (ESY) through July 2017; amount not to exceed **\$12,560.00.**
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 **\$12,560.00** for students listed on page one of this Agreement #16-186.

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.

1-20-17
Date

Lisa A. Franz
Lisa A. Franz, Director, Purchasing
Oxnard School District

12/13/14
Date

Victoria Elliott
Victoria Elliott, Director
Assistance League School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Addendum #1 to Agreement #16-209 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)

At the Board meeting of January 18, 2017, the Board of Trustees approved Agreement #16-209 with the Ventura County Office of Education (VCOE) to provide support from Special Circumstances Paraeducators (SCP's) for a special education student during the 2016-2017 school year, including Extended School Year, in the amount not to exceed \$4,435.11.

The original cost of these services was miscalculated and Addendum #1 is required to increase the amount by \$2,510.58, for a total agreement cost of \$6,945.69. The increase covers the balance due for services provided during the 2016-2017 school year.

Student: JS010805

FISCAL IMPACT:

\$2,510.58 - 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 Addendum #1 to Agreement #16-209 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$2,510.58.

ADDITIONAL MATERIAL(S):

Attached: Addendum #1 (1 Page)
Agreement #16-209, Ventura County Office of Education (1 Page)

ADDENDUM #1 TO AGREEMENT #16-209

July 25, 2017

Oxnard School District
Agreement # OX77

JS010805

Amendment to Special Circumstance services as specified below:

Original agreement amount was not calculated correctly.

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

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

6. The term of this contract shall begin **8/18/2016** (IEP date=5/10/2016, and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	Previous: <u>2016-2017</u>		CURRENT: <u>2016-2017</u>
	(8/18/2016-3/31/2017)	+	(4/1/2017-6/30/2017)
	\$ <u>4,715.25</u>		\$ <u>2,230.44</u>

Original estimated cost: \$ 4,435.11

Amount added/owed: \$ 2,510.58

Revised Total of Estimated Cost: \$ 6,945.69

Requested by: _____
Program Manager

Date: _____

Approved by: _____
Director, Business Services

Date: _____

Accepted by: _____

Date: _____

Title: Lisa A. Franz, Director, Purchasing



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **August 18, 2016** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

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

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services during transportation, Bus Aide 60 min daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 day notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/18/2016 (IEP date=5/10/2016), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2016-2017</u> (8/18/2016-5/10/2017) \$ <u>4,435.11</u>	+	UPCOMING: <u>2017-2018</u> \$ _____
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Lisa A. Franz
 Signature Lisa A. Franz

Accepted By: [Signature]
 Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
 Business Services Authorized Representative

Date: 1-20-17

Date: 11/8/16

Estimated Cost \$ 4,435.11 (2016-2017 fiscal year)

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Addendum #1 to Agreement #16-221 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)

At the Board meeting of January 18, 2017, the Board of Trustees approved Agreement #16-221 with the Ventura County Office of Education (VCOE) to provide support from Special Circumstances Paraeducators (SCP's) for a special education student during the 2016-2017 school year, including Extended School Year, in the amount not to exceed \$2,750.00.

The original cost of these services was miscalculated and Addendum #1 is required to increase the amount by \$30,224.98, for a total agreement cost of \$32,974.98. The increase covers the balance due for services provided during the 2016-2017 school year.

Student: PL031809

FISCAL IMPACT:

\$30,224.98 - 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 Addendum #1 to Agreement #16-221 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$30,224.98.

ADDITIONAL MATERIAL(S):

Attached: Addendum #1 (1 Page)
Agreement #16-221, Ventura County Office of Education (1 Page)

ADDENDUM #1 TO AGREEMENT #16-221

July 25, 2017

Oxnard School District
Agreement # OX79

PL031809

Amendment to Special Circumstance services as specified below:

Error in daily minutes entered on original agreement and amount was not calculated correctly.

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

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 1655 min a week , throughout the school day.

6. The term of this contract shall begin 4/28/2016 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	Previous: <u>2016-2017</u> (9/10/2016-2/28/2017)	+	CURRENT: <u>2016-2017</u> (3/1/2017-6/30/2017)
	\$ <u>14,140.44</u>		\$ <u>18,834.54</u>

Original estimated cost: \$ 2,750.00
 Amount added/owed: \$ 30,224.98
Revised Total of Estimated Cost: \$ 32,974.98

Requested by: _____
 Program Manager

Date: _____

Approved by: _____
 Director, Business Services

Date: _____

Accepted by: _____

Date: _____

Title: Lisa A. Franz, Director, Purchasing



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **September 16, 2016** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the ~~Oxnard Elementary~~ **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, PL031809 a Special Education pupil who is a resident of DISTRICT and currently attends, Los Nogales School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day, 1655 min monthly.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 9/16/2016 (IEP date 4/28/2016), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2016-2017</u> (9/16/2016-4/28/2017)	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ <u>2,750.00</u>	+ \$ _____

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

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

OXNARD ~~SCHOOL~~ SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Lisa A. Franz
Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: 1-20-17

Date: 1/23/17

Estimated Cost \$ 2,750.00 (2016-2017 fiscal year)

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

**Ratification of Agreement #16-290 - Assistance League, Non-Public School, NPS
(Freeman/Sugden)**

Requesting ratification for Non Public School (NPS) services for the students listed below for the 2016-2017 school year, including Extended School year, beginning June 12, 2017. The Non Public School will provide a program of instruction which is consistent with the pupils' individual educational plan as specified in the individual service agreement.

Grade: Pre-K (2)

AG042413
LS060314

FISCAL IMPACT:

Tuition Pre-K: \$785 monthly rate x 2 students x 1 month = \$1,570.00
(Including Extended School Year; ESY)

Grand Total: **\$1,570.00** - 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 #16-290 with Assistance League, NPS.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-290, Assistance League, NPS (3 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #16-290

THIS AGREEMENT, made and entered into this 12th day of June 2017 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 (2)

AG 042413

LS 060314

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 **2016--2017** school year at a cost of \$785 per month, per student, for Extended School Year (ESY) through July 2017; amount not to exceed **\$1,570.00.**
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 **\$1,570.00** for students listed on page one of this Agreement #16-290.
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, Purchasing Director
Oxnard School District

Date

Victoria Elliott, Director
Assistance League School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Agreement #16-291 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2016-2017 school year, to provide exceptional services to three (3) special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Students: AR080310, GG111603, MG021504

FISCAL IMPACT:

AR080310 \$ 4,708.63
GG111603 \$ 5,147.12
MG021504 \$ 10,294.24

Grand Total **\$20,149.99** - 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 #16-291 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$20,149.99.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-291, Ventura County Office of Education (3 Pages)



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **June 1, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.
AR080310

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

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

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

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2016-2017</u> (6/1/2017-6/30/2017)		UPCOMING: <u>2017-2018</u>
	\$ <u>4,708.63</u>	+	\$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 4,708.63 (2016-2017 fiscal year)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

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

GG111603

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

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 5/27/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2016-2017</u> (5/27/2017-6/30/2017)	UPCOMING: <u>2017-2018</u>
	\$ <u>5,147.12</u>	\$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 5,147.12 (2016-2017 fiscal year)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

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

MG021504

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

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

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

FISCAL YEAR-based on IEP date:	CURRENT: <u>2016-2017</u> (5/1/2017-6/30/2017)	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ <u>10,294.24</u>	+ \$ _____


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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By:  _____
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 10,294.24 (2016-2017 Fiscal Year)

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Agreement #17-92 – Haynes Education Center & S.T.A.R. Academy (Freeman/Sugden)

Haynes Education Center & S.T.A.R. Academy will provide the following support services to the Special Education Services Department during the 2017-2018 school year:

- Academic Tutoring or Transition Services
- In-Home & Hospital Services
- Educational Counseling & Guidance – Individual/Parent
- Language & Speech Therapy/Assessment
- Occupational Therapy/Assessment
- Behavior Intervention/Assessment – School or Home based
- Orientation and Mobility Instruction, Visual Impairment or Deaf/Hard of Hearing
- Academic Achievement Test or Transition Assessment
- Staff Placement – Special Education Teachers

FISCAL IMPACT:

Total cost not to exceed \$30,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-92 with Haynes Education Center & S.T.A.R. Academy.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-92, Haynes Education Center & S.T.A.R. Academy (13 Pages)
Proposal/Rate Sheet (1 Page)
Non-Public Agency Certification 2017 (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #17-92

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 23rd day of August, 2017 by and between the Oxnard School District (“District”) and Haynes Education Center & S.T.A.R Academy (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2017 through June 30, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per the hourly rate sheet attached, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: Haynes Education Center & S.T.A.R. Academy
PO Box 400
La Verne, CA 91750
Attention: Daniel Maydeck
Phone: 909.593.2581
Fax: 909.992.3018

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

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

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

26. **Administration.** AMELIA SUGDEN shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

HAYNES EDUCATION CENTER & S.T.A.R. ACADEMY:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #17-92

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-92

SERVICES

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #17-92

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-92

COMPENSATION

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

Total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per the hourly rate sheet attached, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$30,000.00, per the hourly rate sheet attached, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-92

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #17-92

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #17-92

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-92

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **HAYNES EDUCATION CENTER & S.T.A.R. ACADEMY**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



HAYNES
FAMILY OF PROGRAMS

EDUCATION CENTER
S.T.A.R. ACADEMY

Non-Public School & Non-Public Agency Services

Haynes Education Center (NPS) & S.T.A.R. Academy (NPA)

Rate Sheet – Home Based Services 2017-2018

(1) Academic Tutoring or Transition Services	\$80.00	Per Hour
(2) In-Home & Hospital (IHH) Services**	\$110.00	Per Hour
(3) Educational Counseling & Guidance – Individual	\$80.00 to \$120.00	Per Hour
a. Parent Training	\$80.00	Per Hour
b. Educational Counseling		
a. E.R.I.C.S. or E.R.M.H.S.	\$120.00	Per Hour
(4) Language and Speech Therapy – Individual		
a. Language & Speech Therapy	\$150.00	Per Hour
b. Language and Speech Assessment	\$1,750.00	Per Student
c. Language and Speech Assessment – Includes AAC Assessment	\$1,950.00	Per Student
(5) Occupational Therapy – Individual		
a. Occupational Therapy	\$150.00	Per Hour
b. Occupational Therapy Assessment	\$1,750.00	Per Student
(6) Behavior Intervention - School or Home Based		
a. Behavior Intervention Implementation (BII)	\$85.00	Per Hour
b. Behavior Intervention Development (BID) or Consultation	\$120.00	Per Hour
c. Functional Behavioral Assessment – One Location	\$1,750.00	Per Student
d. Functional Behavioral Assessment – Two Locations (School & Home)	\$1,950.00	Per Student
e. Functional Analysis Assessment	\$1,950.00	Per Student
(7) Orientation and Mobility Instruction, Visual Impairment or Deaf/Hard of Hearing	\$100.00	Per Hour
(8) Academic Achievement Test or Transition Assessment		
a. Woodcock Johnson III or IV	\$400.00	Per Student
b. Transition Assessment	\$1,700.00	Per Student
(9) Staff Placement (Daily Rate)		
a. Special Education Teachers	\$295	Per Diem
**In Home and Hospital (IHH) Services are provided by our Non-Public School (NPS) - Haynes Education Center. NPS Contract must be created.		



CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC, NONSECTARIAN AGENCY CERTIFICATION

Date: April 13, 2017
Site Administrator: Amy Deloera
Nonpublic Agency: S.T.A.R. Academy
NPA ID: 1A-19-497
Site Address: 233 W. Baseline Road
City: La Verne CA 91750

Maximum Capacity: 76+

2017 CERTIFICATION STATUS:

APPROVED [] Amended

Certified related services must be provided according to Title 5 of the California Code of Regulations, Section 3051 et. seq. Related services may not be provided in lieu of core academic direct instruction unless specifically stated on student IEPs.

EFFECTIVE DATES:

January 01, 2017 through December 31, 2017

Authorized Sites to Serve: [x] LEAs [x] NPA Sites [x] NPS Sites [] Virtual Services

Authorized to Provide the Following Related Services:

- [] APE [x] BII [x] LSDR [x] OT [] RS [x] VS [] LI:
[] AS [x] CG [] MT [x] PCT [] SDTI [x] VECD [x] Other Services Authorized:
[] ATS [x] EE [] NMCRB [] PS [x] SW Academic Tutoring
[x] BID [] HNS [x] OM [] PT [] TS

Nonmedical Care Room and Board Approved Sites: [x] Residential Provider

The Leroy Haynes Center

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code Section 56366.

THOMAS WILLIAMSON

Interagency Nonpublic Schools and Agencies Unit
Special Education Division

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Agreement #17-93 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2017-2018 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Students 2017-2018:

EN071309	\$18,384.72	ME011011	\$23,543.15
JA100109	\$ 1,520.12 <i>(includes Bus Aide)</i>	MA102113	\$ 6,803.52
KS120903	\$13,788.54	MP121103	\$ 9,192.36
KW062904	\$14,125.89	MZ020305	\$15,441.36
KP033105	\$ 2,845.89	NC092306	\$26,831.80 <i>(includes Bus Aide)</i>

FISCAL IMPACT:

\$132,477.35 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-93 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$132,477.35.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-93, Ventura County Office of Education (10 Pages)



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **December 13, 2016** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

EN071309

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

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day, 1605 min weekly.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/17/2017 (IEP date 12/12/2016), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2016-2017</u>		UPCOMING: <u>2017-2018</u> <u>8/17/2017-12/12/2017</u>
	\$ _____	+	\$ <u>18,384.72</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 18,384.72 (2017-2018 fiscal year)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **October 9, 2016** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

JA100109

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

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances services during bus transportation, 60 min. daily bus aide.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **8/17/2017** (IEP date= 10/6/2016), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2016-2017</u>	UPCOMING: <u>2017-2018</u> (8/17/2017-10/6/2017)
(including ESY, if applicable)	\$ _____	+ \$ <u>1,520.12</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 1,520.12 (2017-2018 fiscal year)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **November 20, 2016** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.
KS120903

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

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/17/2017 (IEP date= 11/9/2016), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2016-2017</u>	UPCOMING: <u>2017-2018</u> (8/17/2017-11/9/2017)
(including ESY, if applicable)	\$ _____	\$ <u>13,788.54</u>

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

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

OXNARD SCHOOL DISTRICT

Signature Lisa A. Franz

Title Director, Purchasing

Date:

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: _____
Special Education Authorized Representative

Approved By: _____
Business Services Authorized Representative

Date:

Estimated Cost \$ 13,788.54 (2017-2018 fiscal year)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective November 6, 2016 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

KW062904

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

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/17/2017 (IEP date 12/12/2016), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2016-2017</u>	UPCOMING: <u>2017-2018</u>
		<u>8/17/2017-11/2/2017</u>
(including ESY, if applicable)	\$ _____	\$ <u>14,125.89</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 14,125.89 (2017-2018 fiscal year)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **November 8, 2016** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

KP033105

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

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day, 1655 min/month.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 11/8/2016 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2016-2017</u>	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ _____	8/17/2017- [REDACTED] 11/4/17
	+	\$ <u>2,845.89</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 2,845.89 (2017-2018 fiscal year)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective January 13, 2017 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.
ME011011

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

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/13/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2016-2017</u>	UPCOMING: <u>2017-2018</u>
		(8/17/2017-1/5/2018)
(including ESY, if applicable)	\$ _____	\$ <u>23,543.15</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 23,543.15 (2017-2018 fiscal year)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **December 7, 2016** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT, MA102113

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

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day, 165 min daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/17/2017 (IEP date 10/18/2016), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2016-2017</u>	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ _____	(8/17/2017-12/13/2017)
	+	\$ <u>6,803.52</u>

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

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

OXNARD SCHOOL DISTRICT

Signature Lisa A. Franz

Title: Director, Purchasing

Date:

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: _____
Special Education Authorized Representative

Approved By: _____
Business Services Authorized Representative

Date:

Estimated Cost \$ 6,803.52 (2017-2018 fiscal year)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **November 27, 2016** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

MP121103

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

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/17/2017 (IEP date= 10/6/2016), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: CURRENT: <u>2016-2017</u> (including ESY, if applicable) \$ _____ +	UPCOMING: <u>2017-2018</u> (8/17/2017-10/26/2017) \$ <u>9,192.36</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 9,192.36 (2017-2018 fiscal year)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **December 1, 2016** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.
MZ020305

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

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/17/2017 (IEP date 11/29/2016), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date	CURRENT: <u>2016-2017</u>	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ _____	\$ <u>15,441.36</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 15,441.36 (2017-2018 fiscal year)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective January 13, 2017 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.
NC092306

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

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day (330 min/day) and during transportation (90 min/day) for a total of 420 min. daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/13/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2016-2017</u>	UPCOMING: <u>2017-2018</u> (8/17/2017-1/12/2018)
(including ESY, if applicable)	\$ _____	\$ <u>26,831.80</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 26,831.80 (2017-2018 fiscal year)

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Agreement #17-101 – Therapy Travelers (Freeman/Sugden)

Therapy Travelers will provide supplemental staffing including Speech Language Pathologist, Speech Language Pathologist Assistant, Occupational Therapist and School Psychologist, to the Oxnard School District on an “as needed” basis. Therapy Travelers will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School district will provide orientation, support, facilities, and training for service providers.

FISCAL IMPACT:

Not to exceed \$150,000.00, per the hourly 2017-18 rate sheet - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-101 with Therapy Travelers.

ADDITIONAL MATERIAL(S):

- Attached:** Agreement #17-101, Therapy Travelers (9 Pages)
Rate Sheet (1 Page)
Non Public Agency Certification (1 Page)
Certificate of Insurance (1 Page)



Staffing Service Agreement #17-101

This Staffing Service Agreement (“Agreement”) is entered into as of the 24th day of August, 2017 (the “Effective Date”), by and between 3Chords Inc., a California corporation d/b/a TherapyTravelers (“TherapyTravelers”), and Oxnard School District (the “Client”).

1. Services and Staffing Confirmation

(a) Subject to availability, TherapyTravelers will provide the services of one or more Rehabilitation Therapist Associates (each an “Associate”) on request from the Client on an as needed and as available basis (the “Services”). In order to initiate Services pursuant to this Agreement, the Client shall provide TherapyTravelers with a request (via telephone, email, facsimile, in person, or mail) describing the Services needed in reasonable detail. TherapyTravelers will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If TherapyTravelers elects to provide the requested Services, a confirmation of and detailed terms of the assignment will be provided to the Client in a “Staffing Confirmation Agreement” in substantially the form attached hereto as Exhibit A.

(b) Each Staffing Confirmation Agreement is incorporated herein by this reference as if fully set forth in this Agreement. If there is a conflict between the terms of this Agreement and a Staffing Confirmation Agreement, the terms of this Agreement shall prevail. The Client agrees to promptly execute and return a copy of each Staffing Confirmation Agreement to TherapyTravelers; provided, however, that if the Client fails to execute the Staffing Services Agreement, its acceptance of the terms thereof may be evidenced by its approval of the assigned Associate’s weekly timesheet or electronic timekeeping record. All Services become subject to this Agreement when TherapyTravelers accepts the Client’s request for Services by issuing a Staffing Confirmation Agreement or providing the Services.

(c) The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to TherapyTravelers by the earlier of (1) ninety (90) days after the claim arises, or (2) thirty (30) days after termination of the Associate’s assignment pursuant to a Staffing Confirmation Agreement. TherapyTravelers will not be responsible for, and the Client hereby waives the right to assert, any claims not reported in accordance with the foregoing.

2. Associates

(a) TherapyTravelers will refer qualified candidates without regard to race, sex, color, religion, national origin, marital status, veteran status, non-job related medical condition or any other statutorily protected category. The Client shall have the right of refusal regarding the Associate assigned by TherapyTravelers, consistent with the other terms of this Agreement, but agrees that no refusal will be made on account of race, gender, color, religion, national origin, marital status, veteran status, or any other statutorily protected category. The Client understands and agrees that any Associate assigned to the Client by TherapyTravelers, pursuant to this Agreement, shall perform all Services as an independent contractor to the Client and not as an employee, agent, partner, or venture participant of the Client.

(b) Associates shall perform Services at the work site of the Client and during the normal work hours of the Client. The Client will provide, at no cost to TherapyTravelers, working space facilities, and related services and supplies necessary to support each Associate engaged by the Client. Associates will work under the supervision and direction of the Client.

(b) The Client acknowledges that TherapyTravelers usually checks references on Associates only by asking specific questions to select past employers with regard to skills and work history before TherapyTravelers places an individual on his or her first assignment. TherapyTravelers has not engaged in any verification process other than this initial reference check (e.g., TherapyTravelers has not screened for drug use, administered a medical exam or conducted criminal background or credit checks).

(c) The Client is responsible for supervising the assigned Associates(s). The Client will not permit or require an Associate: (1) to perform Services outside of the scope of his or her assignment (2) to sign contracts on behalf of the Client, (3) to make any management decisions, (4) to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables, (5) to operate machinery (other than office machines) or automotive equipment, (6) to perform Services remotely (on premises other than the Client's premises), or (7) to use computers or other electronic devices, software or network equipment owned or licensed by the Associate.

(d) The Client agrees to provide safe working conditions. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, the Client will notify TherapyTravelers immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if TherapyTravelers is legally required to initiate E Verify verification procedures for any Associate. TherapyTravelers reserves the right to re-assign any assigned Associate.

(e) The Client hereby acknowledges and agrees that it is responsible for implementing and maintaining usual, customary and appropriate internal procedures and controls (including accounting, information technology, proprietary information, creative designs and trade secret safeguards) for its business. The Client further agrees that it is fully responsible for, and that TherapyTravelers will not be responsible for any injuries, claims, damages or losses that may result from the Client's failure to comply with the foregoing.

(f) Assigned Associates will execute any confidentiality agreement that the Client may reasonably require. The Client is responsible for obtaining the assigned Associate's signature. The Client agrees to hold in confidence the identity of any assigned Associate and the assigned Associate's resume, social security number and other legally protected personal information, and further agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use modification or disclosure.

3. Compensation and Payment Terms

(a) The Client shall pay TherapyTravelers an agreed hourly bill rate for each hour worked by an Associate as set forth in the Staffing Confirmation Agreement, which will also specify the duration and location of the assignment. Overtime and Holiday hours worked will be billed at least 1.5 times the normal hourly bill rate, and in a greater amount if required by applicable State or local law. Holidays in consideration will be listed on the Staffing Confirmation Agreement. Overtime hours will be determined in accordance with applicable Federal, state and local laws. Federal law defines overtime as hours in excess of 40 hours per week, and state laws vary. If state law requires double time pay, the double time hours will be billed at 2.0 times the normal hourly bill rate.

(b) Assigned Associates will present a time sheet record to the Client or its designated representative for verification and approval at the end of each week. TherapyTravelers will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. TherapyTravelers invoices are due and payable [upon receipt] [within ten (10) days of the billing date]. In the event that the Client fails to pay any invoice when due, the Client agrees to pay all of TherapyTravelers' costs of collection, including reasonable attorney's fees, whether or not legal action is initiated. Additionally, TherapyTravelers may, at its option, charge interest on any overdue amounts at a rate equal to the lesser of one and one half percent (1.5%) per month or the highest rate allowed by applicable law from the date the amount first became due.

(c) TherapyTravelers may increase its rates for the Services provided under this Agreement to reflect increases in its costs of doing business, including costs associated with higher wagers for workers and/or related tax, benefit and other costs.

TherapyTravelers will provide written or verbal notice of any increase in its rates for the Services, and such increase will be prospective, starting as of the effective date specified by TherapyTravelers.

(d) Invoices submitted by TherapyTravelers to the Client shall include all sales, use or similar taxes that are imposed by state or local law on the amounts to be paid by the Client to TherapyTravelers pursuant to this Agreement, and the Client shall pay to TherapyTravelers the amount of all taxes so included on any invoice.

(e) Consistent with applicable Federal, state and local laws, the Client agrees to investigation from time to time by TherapyTravelers of the Client's credit history, including but not limited to credit reports, rental history reports, BBB reports, and other means. TherapyTravelers reserves the right to refuse to enter into this Agreement or immediately cancel this Agreement, in its sole discretion based on the results of the credit history inspection. TherapyTravelers reserves the right to request prepayment for services rendered if the results of the credit history inspection so indicate.

4. Client Hiring of Associates and Conversion Fees

(a) In the event that the Client, after evaluating the performance and potential of an Associate on the job, desires to employ the Associate directly, the Client agrees to abide by certain restrictions and to pay any applicable "Conversion Fee" as provided hereinbelow. The Conversion Fee, if applicable, is payable if the Client hires an assigned Associate, regardless of the employment classification on either a full time, temporary (including temporary assignments through another agency) or consulting basis within twelve (12) months after the last day of such Associate's assignment hereunder. The Client acknowledges that a Conversion Fee, if applicable, is also payable if the assigned Associate is hired by a subsidiary or other related company or business of the Client.

(b) Neither the Client, nor its subsidiaries or affiliates, may, directly or indirectly, hire, offer employment to, or otherwise use the Services of any Associate or former Associate who has performed Services for Client equaling less than 1,500 hours at the Client's facility within the past twelve (12) months. The Client may elect to hire any Associate who has worked more than 1,500 hours at the Client's facility within the past twelve (12) months, subject to payment of a fee equal to thirty five percent (35%) of the Associate's annual total compensation, including bonuses (the "Conversion Fee"). The Client will pay the Conversion Fee to TherapyTravelers within 10 days of billing. In order for an Associate to be hired on as the Client's employee, the Client must have a zero balance on all outstanding invoices. The foregoing hiring restriction and Conversion Fee obligations shall survive until one (1) year after the last date of service by the subject Associate at the Client's facility.

(c) TherapyTravelers agrees to waive its right to a Conversion Fee after an Associate has completed 2,700 hours over the course of two (2) school years.

(d) The Client shall provide TherapyTravelers thirty (30) days prior written notice of its intention to offer employment to any Associate, and shall immediately confirm in writing when it has extended the offer (in writing, verbally or otherwise), and when the TherapyTravelers Associate accepts the offer (in writing, verbally, or otherwise). TherapyTravelers will bill Client for the Conversion Fee after the TherapyTravelers Associate accepts Client's offer.

(e) Commencing on the first day that the Client includes on its payroll any Associate formerly referred to Client by TherapyTravelers, that Associate immediately ceases to be an independent contractor with respect to Client, TherapyTravelers is no longer the Associate's employer, and is in no way liable in any way for that person's actions or omissions, tax deductions, workers' compensation insurance, unemployment compensation taxes or any other legally required taxes and withholdings.

5. Direct Hire Fees

(a) Should the Client wish to use TherapyTravelers as a headhunter for permanent assignments, a "Contingency Direct Hire Fee" equal to thirty three percent (33%) of the candidate's annual salary will become payable to TherapyTravelers when an offer, verbal or otherwise, is made by the Client and accepted by the candidate. Payment is due in full within thirty (30) days of invoice.

(b) Replacement Policy: If the candidate placed with Client voluntarily terminates his/her employment or is terminated for cause within sixty (60) days from the candidate's start date, TherapyTravelers will offer a replacement courtesy for that candidate. However, the replacement policy is contingent upon full payment of the direct hire fee by Client within thirty (30) days of invoice.

6. Dismissals

In instances of unsatisfactory performance of duties by an Associate, the Client agrees to make a reasonable attempt to rectify the issue, including a notice, in writing, to TherapyTravelers outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by TherapyTravelers staff. Should the issue not be resolved within a reasonable amount of time, the Client may request that the Associate be removed from the assignment. TherapyTravelers will make every effort possible to comply with the Client's request as quickly as possible. Client agrees to honor the terms of this Agreement and pay invoices for hours actually performed by any Associate up to the time of dismissal from the Client's assignment.

7. Cancellations

On short-term assignments (i.e., one to fourteen days), cancellations must be made six (6) business days prior to the report time. A cancellation fee of one half (1/2) the scheduled hours for any shift cancelled is payable to TherapyTravelers for any cancellation made with less than six (6) business days notice. On long-term assignments (i.e., two or more weeks), Client must provide twenty (20) in-session school days (work days) notice of cancellation to TherapyTravelers. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to TherapyTravelers for all cancellations made with less than twenty (20) in-session school days (work days) notice. For assignments TherapyTravelers must be granted at least forty (40) hours per week of work (unless the Client's full time business schedule is only thirty-five (35) hours per week, or (37.5) thirty seven and a half hours per week). If an Associate's travel staffing assignment ends prematurely, the Client agrees to pay to TherapyTravelers, upon presentment of an invoice, all remaining housing costs for the Associate, including apartment and furniture leasing costs, until the expiration of the applicable lease(s).

8. Contract Termination

This Agreement remains in effect from July 1, 2017 through July 31, 2018, or until terminated by either party. This Agreement shall be terminable by either party upon thirty (30) days written notice. Termination of this Agreement will also result in the termination of all Staffing Confirmation Agreements between TherapyTravelers and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination in the event that TherapyTravelers reasonably determines that the assigned Associate's professional license or code of ethics has been compromised.

9. Notices

For the purposes of this Agreement, notice shall be effective to the parties at the following addresses:

Client: Oxnard School District
1051 South A. Street
Oxnard CA 93030
Attn: Amelia Sugden

TherapyTravelers: TherapyTravelers
355 Redondo Ave.
Long Beach, CA 90814

9. Insurance, Indemnification and Limitation of Liability

(a) TherapyTravelers shall maintain and provide to the Client, upon written request, proof of any assigned Associate's valid professional license, if applicable, and proof of Worker's Compensation Insurance (which will be maintained per statutory requirements). Additionally, TherapyTravelers shall procure and maintain insurance and upon written request, shall provide the Client with Certificates of such insurance covering the following risks:

- Professional Liability - \$1,000,000 per claim, \$3,000,000 Aggregate
- General Liability - \$1,000,000 per claim, \$3,000,000 Aggregate

(b) To the extent permitted by law, TherapyTravelers will defend, indemnify, and hold the Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by TherapyTravelers' breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in the Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct of TherapyTravelers or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(c) To the extent permitted by law, the Client will defend, indemnify, and hold TherapyTravelers and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by the Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in the Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct of the Client or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(d) Circumstances may arise where, because of a default on the part of TherapyTravelers, the Client is entitled to recover damages from TherapyTravelers. Regardless of the basis on which the Client is entitled to claim damages from TherapyTravelers (including fundamental breach, negligence, misrepresentation, or other contract or tort claim) TherapyTravelers' liability, if any, will (in the aggregate for all claims, causes of action, or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to TherapyTravelers for the Services that are the subject of the claim.

10. Miscellaneous

(a) Entire Agreement. This Agreement contains the complete agreement between the parties with respect to the subject matter thereof and may not be

modified except by written agreement signed by both parties. This Agreement supersedes all previous written or oral agreements between the parties

(b) Assignment. This agreement may not be assigned by either party without the written consent of the other party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, will inure to the benefit of and be binding on the successors and assigns of the respective parties

(c) Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits.

(d) Governing Law. The validity and interpretation of any terms or provisions of this Agreement of the rights and duties of the parties hereunder shall be governed and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules. All actions, including arbitration, arising out of this Agreement, shall be in Los Angeles, California.

(e) Severability. The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of the Agreement; and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

(f) Attorneys' Fees. In the event of any arbitration or other action arising out of or related to this Agreement, or any Staffing Confirmation Agreement, the prevailing party in such arbitration or other action shall be entitled to receive an award of all costs and expenses of such arbitration or other action, including reasonable attorneys' fees and costs, and all other expenses in connection therewith, in addition to any other award or remedy provided in such arbitration or action, and the same shall be included in the award and any judgment.

(g) Authority. The Client signatory, herein below, specifically warrants that such individual has the capacity and authority to represent, contract on behalf of and bid the Client with respect to the obligations, rights, and duties contained herein.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

“TherapyTravelers”

3CHORDS INC.
A California Corporation

By: _____
Maria Lankenau, Vice President

“Client”

Oxnard School District

By: _____
Lisa A. Franz, Director, Purchasing

By extending a permanent or travel offer to a candidate that you have received from TherapyTravelers, you expressly agree to the terms and conditions of the Staffing Confirmation Agreement and the TherapyTravelers Staffing Service Agreement unless otherwise agreed in writing.



Oxnard School District - Rate Sheet for 2017/2018

TherapyTravelers specializes in providing highly qualified therapists to school districts across the country. We are a Southern California based business and enjoy working with districts within our local area.

We focus on staffing the following positions: Speech Language Pathologist, Speech Language Pathologist Assistant, Speech Language Pathologist – CFY, Occupational Therapist, Occupational Therapist Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist and School Nurses.

SLP	\$85-\$105
SLP - CFY	\$75-\$85
SLPA	\$65-\$78
OT	\$85-95
COTA	\$75-85
PT	\$85-\$105
PTA	\$75-85
School Psychologist	\$90-\$110

Regards,

Maria Lankenau

Vice President

O: 888-223-8002 ext 813

F: 714-464-4461

www.therapytravelers.com

Our mission is to ATTRACT, EMPOWER and RETAIN the finest therapists so every human can manifest their full potential!



CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC, NONSECTARIAN AGENCY CERTIFICATION

Date: November 14, 2016
Site Administrator: Lindsey Williams
Nonpublic Agency: 3 Chords, Inc. dba: Therapy Travelers
NPA ID: 1A-19-572
Site Address: 355 Redondo Blvd.
City: Long Beach CA 90814

Maximum Capacity: 76+

2017 CERTIFICATION STATUS:

CONDITIONAL [] Amended

Certified related services must be provided according to Title 5 of the California Code of Regulations, Section 3051 et. Seq. Related services may not be provided in lieu of core academic instruction unless specifically stated on the student IEPs.

EFFECTIVE DATES:

January 01, 2017 through December 31, 2017

Authorized Sites to Serve: [x] LEAs [] NPA Sites [] NPS Site [] Virtual Services

Authorized to Provide the Following Related Services:

- [] APE [] BII [x] LSDR [x] OT [] RS [] VS [] LI:
[] AS [] CG [] MT [] PCT [] SDTI [] VECD [] Other Services Authorized:
[] ATS [] EE [] NMCRB [x] PS [] SW
[] BID [] HNS [] OM [x] PT [] TS

Nonmedical Care Room and Board Approved Sites: [] Residential Provider

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code Section 56366.

LISA LUI

Interagency Nonpublic Schools and Agencies Unit
Special Education Division



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/23/2017

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

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

PRODUCER Brown & Brown Insurance Services of CA, Inc. 2401 E. Katella Ave. Suite 550 Anaheim CA 92806	CONTACT NAME: Jennifer Payne PHONE (A/C, No, Ext): (714) 221-1852 E-MAIL ADDRESS: jpayne@bbsocal.com	FAX (A/C, No): (714) 221-4196
	INSURER(S) AFFORDING COVERAGE	
INSURED 3 Chords Inc, DBA: Therapy Travelers PO Box 28870 Anaheim CA 92809-9998	INSURER A: Allied World Assurance Company NAIC # 19489	
	INSURER B: Kinsale Insurance Company 38920	
	INSURER C: State Compensation Insurance Fund 35076	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** CL1741335198 **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 DED: \$2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			03106351	3/29/2017	3/29/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS DED: \$2,500			03106351	3/29/2017	3/29/2018	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Included w/General Liability \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ NIL			01000479110	2/17/2017	3/29/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			91498582016	12/30/2016	12/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Sexual Abuse Coverage			03106351	03/29/2017	03/29/2018	Per Claim/Aggregate \$1M/\$3M Deuctible \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oxnard School District is named as Additional Insured as respects to General Liability in regards to the operations of the Named Insured per attached endt v2730 (02/2012).

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District Special Education Services 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Emily Harper/JPAYNE
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ENDORSEMENT NO. 4

**BLANKET ADDITIONAL INSUREDS
GENERAL LIABILITY COVERAGE ONLY**

This Endorsement, effective at 12:01 a.m. on March 29, 2017, forms part of

Policy No.	0310-6351
Issued to	3Chords, Inc. DBA Therapy Travelers & Coder Staff
Issued by	Darwin Select Insurance Company

In consideration of the premium charged, it is hereby agreed that, solely with respect to the coverage under Insuring Agreement B. of this Policy providing General Liability coverage:

The term **Insured** as defined in the Policy, is amended to include any persons or entities with whom the **Named Insured** has agreed under written contract or agreement to provide insurance (hereinafter referred to as "Additional Insureds").

The coverage provided shall not exceed the scope of coverage and/or Limits of Liability of this Policy; nor shall the coverage provided exceed the scope of coverage and/or limits required by said contract or agreement.

Coverage for the **Additional Insureds** shall only be provided pursuant to this endorsement for **Claims** arising out of the otherwise covered negligent acts, errors or omissions of the **Insureds**, other than the Additional Insureds. There shall be no coverage under this Policy for any **Claim** based upon or arising out of the acts, errors or omissions of the Additional Insureds, whether negligent or intentional.

The coverage provided by this Endorsement is primary to, and shall not contribute with, any other applicable insurance plan, policy or program of self-insurance carried by or applicable to any Additional Insured.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Agreement #17-107 – STAR of CA, ERA ED (Freeman/Sugden)

STAR of CA, ERA ED will provide classroom support and 1 to 1 Behavior Therapists for identified special education and general education students during the 2017-2018 school year.

Term of Agreement: July 1, 2017 through June 30, 2018

FISCAL IMPACT:

Not to exceed \$500,000.00 – Special Ed. Funds

RECOMMENDATION:

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

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-107, STAR of CA, ERA ED (4 Pages)

OXNARD SCHOOL DISTRICT

AGREEMENT #17-107 FOR CONSULTANT SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

Chris Ridge
(Name)

Director of Pupil Services
(Title)

LOCATION: Provider shall provide the contracted services at the following location:

Oxnard School District School Sites.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**OXNARD SCHOOL DISTRICT
OF VENTURA COUNTY**

Lisa A. Franz, Director, Purchasing

Date

STAR of CA, ERA ED, VENTURA CA

Dr. Doug Moes, President, CEO

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Agreement #17-91 – Casa Pacifica (Freeman/Ridge)

Casa Pacifica will provide transportation services to school-aged children K-8, defined as homeless (including those living in shelters) under Title 1, who require transportation to and from school. The District will reimburse Casa Pacifica \$38 per day (round trip), per pupil, up to \$21,000.00.

FISCAL IMPACT:

Not to exceed \$21,000.00 – Title 1

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-91 with Casa Pacifica, in the amount not to exceed \$21,000.00.

ADDITIONAL MATERIAL(S):

Attached: #17-91, Casa Pacifica (2 Pages)

AGREEMENT #17-91 TO TRANSPORT "MCKINNEY-VENTO" PUPILS

This agreement is made by and between **CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES** and **OXNARD SCHOOL DISTRICT** hereinafter referred to as DISTRICT.

1. This agreement pertains to school-age children placed at CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES who are pupils defined as homeless (including those living in shelters) under the Title I and who require transportation to and from school.
2. CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES agrees to provide for the transportation of students placed at CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES who qualify as homeless under Title I as agreed to by DISTRICT.
3. DISTRICT shall reimburse CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES at a rate of \$38.00 per day (round trip) per pupil for each day transportation is provided for the above-defined students.
4. CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES shall invoice the DISTRICT by the 5th working day of each month for all transportation services provided in the prior month. The invoice shall include a list of students transported to DISTRICT schools from CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES, the dates and the number of trips provided.
5. DISTRICT shall pay the invoiced amount within 30 days of receipt of the invoice.
6. CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES carries comprehensive General Liability and Automobile insurance coverage, including products/completed operations, personal injury, broad form property damage, blanket contractual, and owned, non-owned and hired automobile liability coverage of \$5,000,000 combined single limit per occurrence.
7. DISTRICT agrees to defend, indemnify and hold harmless CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES, its Board of Directors, its officers, and its employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising out of CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES performance of obligations under this agreement. However, this duty to defend and indemnify shall not apply if it is finally adjudicated that such claim, demand, liability or expense rose out of the sole negligence of CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES.
8. CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES will agree to, and enforce its employees to obey all applicable laws.
9. CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES will provide a declaration of worker's compensation insurance.
10. Drivers will comply with Education Code, section 45125.1, fingerprinting requirements, and Education Code section 49406, examination for tuberculosis.
11. The Term of this contract shall begin July 1, 2017 and end on June 30, 2018.

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

**CASA PACIFICA CENTERS FOR CHILDREN
& FAMILIES:**

OXNARD SCHOOL DISTRICT:

Signature

Michael Redard, Chief Financial Officer
Typed Name/Title

Date

Signature

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

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Agreement #17-94, Ventura County Public Health (Freeman/Ridge)

The Nutrition Education and Obesity Prevention Program, and the Chronic Disease Prevention Program, an initiative of Ventura County Public Health, shall provide Oxnard School District children and families with free nutrition education and health promotion services on site. Services include Nutrition Education Workshops and Class Series, Food and Cooking Demonstrations, Physical Activity Demonstrations and Support, Garden Based Nutrition Education Workshops, Technical Assistance to start parent Walking Clubs and School Gardens, Zumba Classes for Adults, and Early Detection Screening Services during the 2017-2018 school year.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-94 with Ventura County Public Health.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-94, Ventura County Public Health (1 Page)



Rigoberto Vargas, MPH
Director

A Department of Ventura County Health Care Agency

Robert Levin, MD
Health Officer/Medical Director

May 11, 2017

Liza Franz
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Dear Ms. Franz:

RE: Letter of Agreement with the Oxnard School District (OSD).

This letter of agreement confirms that Ventura County Public Health (VCPH) will provide free nutrition education and health promotion services for children, youth, and families at various Oxnard School District (OSD) sites, as VCPH staffing and program resources permit. The purpose of this letter is to ensure and confirm an effective and collaborative working relationship between VCPH and OSD. The services outlined below are provided at no cost to either party.

The following on-site services will be provided by the Nutrition Education and Obesity Prevention Program (NEOP) and the Chronic Disease Prevention Program (CDPP) staff to students, parents and residents, at mutually agreed upon OSD locations:

- Nutrition Education Workshops and Class Series
- Food and Cooking Demonstrations
- Physical Activity Demonstrations and Support (educational materials)
- Garden Based Nutrition Education Workshops
- Technical Assistance to start parent Walking Clubs
- Technical Assistance to start School Gardens
- Get Fit Zumba® Classes for Adults
- Early Detection Screening services for parents (Body fat, blood sugar, Body Mass Index, Blood pressure)

Oxnard School District will be responsible for the overall management and safe operations of the OSD buildings, including janitorial related services as they relate to the delivery of these activities/services, and for promoting all activities and services outlined above among OSD students, parents, and residents.

This Agreement will be effective July 1, 2017 and will continue through June 30, 2018. The Agreement will be renewed annually with expressed written notice from both parties.

This Agreement may be amended only in writing and authorized by the designated representative from each party.

If you have any questions regarding this agreement, please do not hesitate to contact Silvia Lopez-Navarro at (805) 981-6658.

Sincerely,


Rigoberto Vargas, MPH
Public Health Director

Lisa A. Franz
Director, Purchasing



AGREEMENT/MEMORANDUM OF UNDERSTANDING #17-95

Interface Children & Family Services **Oxnard School District**

This Memorandum of Understanding (MOU) is entered into, by and between Interface Children & Family Services (ICFS) and the Oxnard School District (OSD).

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. ICFS will provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Services, Family Violence Intervention Services and Mental Health Services.

TERM: The term of this MOU shall be effective July 1, 2017 through June 30, 2018. A new Memorandum of Understanding will be executed on an annual basis.

Compensation: The Oxnard School District will not be charged for the services provided by ICFS as described.

DESCRIPTION OF SERVICES:

- A. OSD agrees to the following:
 - 1. Serve as lead Administrative Agent of all schools.
 - 2. Provide adequate facilities to accommodate ICFS staff.
 - 3. Provide referrals through Administrative, Faculty, Counseling and Support Staff.
 - 4. Provide a contact person such as Administrative or Counseling Staff or school to whom the Interface staff will coordinate program implementation at the school site(s).

- B. ICFS agrees to the following:
 - 1. Provide trained Services staff to deliver youth crisis response services and ongoing follow up services.
 - 2. Provide linkage to additional resources as needed.

Strengthening children, families and communities to be safe, healthy and thriving

Mental Health · Youth and Family Strengthening · Family Violence Intervention · 2-1-1 Information and Referral · Training & Technical Assistance

4001 Mission Oaks Blvd., Suite I · Camarillo, CA 93012-5156 · icfs.org · 805.485.6114



3. Provide mental health registered interns and/or licensed mental health professionals to provide counseling services to eligible students and families.
4. Follow OSD and ICFS procedures concerning client confidentiality.
5. Provide representation at meetings convened by OSD to review the program.

TERMINATION: Either party may terminate this MOU without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:

 Erik Sternad Date
 Executive Director
 Interface Children & Family Services

 Lisa A. Franz Date
 Director, Purchasing
 Oxnard School District

 Joelle Vessels Date
 Director of Youth & Mental Health Services
 Interface & Children Family Services

 Nicholle Gonzalez-Seitz Date
 Director Family Violence Intervention Services
 Interface Children & Family Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/11/2017

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

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

PRODUCER License # 0252636 United Agencies 100 No. 1st Street, Ste. 301 Burbank, CA 91502	CONTACT NAME: PHONE (A/C, No, Ext): (818) 295-2200 FAX (A/C, No): (818) 295-2201 E-MAIL ADDRESS:																					
	<table border="1"> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> <td>NAIC #</td> </tr> <tr> <td colspan="2">INSURER A: New York Marine And General Insurance Company</td> <td>16608</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: New York Marine And General Insurance Company		16608	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						
INSURED Interface Children & Family Services 4001 Mission Oaks Blvd. Ste I Camarillo, CA 93012																						

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.

INSTR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	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:	X	PK201700010303	03/27/2017	03/27/2018	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		AU201700012448	03/27/2017	03/27/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UM201700005345	03/27/2017	03/27/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		WC201700008697	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liabil		PK201700010303	03/27/2017	03/27/2018	Each Incident 1,000,000
A	Professional Liabil		PK201700010303	03/27/2017	03/27/2018	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Abusive Conduct Liability: \$1,000,000 Each Incident; \$3,000,000 aggregate, Claims made, retro 3/27/1993.

Umbrella Policy includes both Professional Liability and Abusive Conduct Liability.

Certificate Holder is named as Additional Insured as respects to the operations of the Named Insured, if required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

Oxnard School District 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Agreement/MOU #17-96 – School on Wheels, Inc. (Freeman/Ridge)

The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration. Oxnard School District and School on Wheels Inc. will work together in the 2017-2018 school year to identify and serve homeless children within the school district. School on Wheels Inc. will provide one-on-one tutoring to homeless students during the academic school year. Tutoring may take place on school sites or at local libraries, depending on the needs of the family.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #17-96 with School on Wheels, Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #17-96, School on Wheels Inc. (2 Pages)
HIPPA Form (1 Page)
Certificate of Insurance (1 Page)

AGREEMENT/MEMORANDUM OF UNDERSTANDING #17-96

School on Wheels, Inc.
And
Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between School on Wheels, Inc. and the Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration.

Oxnard School District and School on Wheels, Inc. will work together in the 2017-2018 school year to identify and serve homeless children within the school district. School on Wheels, Inc. will provide one-on-one tutoring to students identified as homeless during the academic school year. Tutoring may take place on school sites or at local libraries, depending on the need of the family.

Both organizations will share names of students identified as homeless, through such means as school district referrals to School on Wheels, Inc. In order for the two agencies to share student names, a release of information authorization (HIPPA Form) will be provided to parents for their approval of sharing this information (see attached). Through this agreement to release information, the two organizations have the capacity to share students' records including grades and test scores in order for the tutors to support the academic progress of these students.

TERM: The term of this MOU shall commence July 1, 2017 through June 30, 2018.

COMPENSATION: The Oxnard School District **will not be charged for the services** provided by School on Wheels, Inc.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Serve as lead Administrative Agent of all schools.
2. Provide space to accommodate the School on Wheels, Inc. tutors at designed school sites.
3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student. Students may also be referred through the Homeless School District Liaison.
4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.
5. Have HIPPA Release of Information Form signed by parents to share information.

B. School on Wheels, Inc. agrees to the following:

1. Provide trained one-on-one tutors to identified homeless students on the basis of availability of tutors.

2. Work within the time frame appropriate for the school and agreed upon with the Site Administrator, not interrupting instructional time.
3. Follow Oxnard School District HIPPA procedures concerning client confidentiality.
4. Provide individual and group supervision to tutors.
5. Provide school supplies and backpacks upon request of school site.
6. Provide representation at meetings convened by the Oxnard School District to review the program.
7. Be responsible for having all facilitators screened and fingerprinted and testing for TB at their cost prior to beginning the program. School on Wheels, Inc. will be responsible for ensuring that all facilitators sent to the school sites have proper clearance to work with children as well as a cleared TB test.
8. Provide OSD with a Certificate of Insurance (General Liability and Workman's Comp) naming the Oxnard School District as "additional insured".
9. All flyers or written information given to parents by School on Wheels, Inc. must include the following statement: "This event is not sponsored or endorsed by the Oxnard School District".

TERMINATION: Either party may terminate this MOU without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:

SCHOOL ON WHEELS, INC.:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date



OXNARD SCHOOL DISTRICT

1051 SOUTH "A" STREET • OXNARD, CALIFORNIA 93030 • 805/385-1501

AUTHORIZATION FOR DISCLOSURE OF CONFIDENTIAL INFORMATION (HIPAA)

Student Name: _____ Date of Birth: _____

I hereby authorize _____ to

Agency or Individual

exchange educational, medical, and/or psychological information concerning my child with:

Oxnard School District
1051 South A Street
Oxnard CA, 93030

Specific information to be released/obtained:

_____ All educational, medical, and/or psychological information including diagnosis and assessment results (May include documents, records and/or phone conversations)

_____ Only the following records or type of information: _____

_____ Please specify if any information is to be excluded: _____

This disclosure of information authorized is required for the following purpose:

This authorization shall become effective on ___/___/___ and will expire in one year.

A photocopy or facsimile of this form is to be considered as valid as the original.

I have read and understood the following statements about my rights:

- *I may revoke this authorization at any time prior to its expiration date by notifying the providing organization in writing, but the revocation will not extend to information that was already obtained or released prior to the revocation.*
- *I have the right to receive a copy of this authorization as well as the information described on this form.*
- *Under certain circumstances, the information that is used or disclosed pursuant to this authorization may be redisclosed by the receiving entity according to Federal and State law and may no longer be protected. I have the right to seek assurances from the above-named persons/organizations authorized to receive the information that they will not redisclose the information to any other party without my further authorization unless mandated by law.*

Signature _____ Date _____

Parent/Guardian —Please circle relationship to the student



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/12/2017

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA. LIC # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Danielle Donohue PHONE (A/C, No, Ext): 818-539-8605 E-MAIL ADDRESS: Danielle_Donohue@ajg.com		FAX (A/C, No): 818-539-8705
	INSURER(S) AFFORDING COVERAGE		
INSURED SCHOONW-01 School On Wheels P.O. Box 23371 Ventura, CA 93001		INSURER A: Nonprofits' Insurance Alliance of C INSURER B: New York Marine And General Insuran INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 16608

COVERAGES

CERTIFICATE NUMBER: 2030865919

REVISION NUMBER:

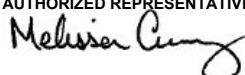
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		2017-43824- NPO	5/11/2017	5/11/2018	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 \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2017-43824- NPO	5/11/2017	5/11/2018	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) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			WC201600011630	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			2017-43824- NPO	5/11/2017	5/11/2018	Limit: \$1,000,000 Aggregate: \$2,000,000

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

General Liability: Abuse/Molestation - Limits: \$1M/\$1M.
General Liability: Host Liquor Liability - Limits: \$1M/\$1M.
Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District Education Lisa A. Franz 1051 South A. Street Oxnard CA 93030 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Agreement #17-97 – Lumos Transforms LLC (Freeman/Ridge)

Lumos Transforms LLC will provide a three-week Resilience Toolkit workshop series to school counselors and outreach specialists during the 2017-2018 school year. The workshop includes lecture, discussion, and participatory activities on the following topics:

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

FISCAL IMPACT:

Total cost not to exceed \$4,050.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-97 with Lumos Transforms LLC.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-97, Lumos Transforms LLC (13 Pages)
Proposal (3 Pages)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #17-97

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 23rd day of August, 2017 by and between the Oxnard School District (“District”) and Lumos Transforms LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2017 through June 30, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Four Thousand Fifty Dollars (\$4,050.00), 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 does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

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

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

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

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

26. **Administration.** CHRIS RIDGE shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

LUMOS TRANSFORMS LLC:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #17-97

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-97

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #17-97

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-97

COMPENSATION

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

Total compensation shall not exceed Four Thousand Fifty Dollars (\$4,050.00), unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$4,050.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-97

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #17-97

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #17-97

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-97

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

| THE RESILIENCE TOOLKIT FOR OXNARD SCHOOL DISTRICT

| Proposal prepared for Chris Ridge, Director of Pupil Services

By Nkem Ndefo, President, Lumos Transforms LLC | June 10, 2017

| OVERVIEW

A holistic resilience-building program presents an innovative opportunity to address staff wellness as part of your existing staff capacity building and training initiatives. We propose a mixed didactic-experiential workshop series of *The Resilience Toolkit* over three weeks at the start of the 2017-2018 academic year.

| BACKGROUND

Grounded in theory and evidence, Lumos Transforms' *The Resilience Toolkit* programs utilize carefully selected mindfulness and movement practices to promote embodied self-awareness, nervous system and emotional regulation, and interpersonal connection, all of which are prerequisites to health and wellness in and outside of the workplace. The Toolkit empowers each participant with a framework to identify their own stress physiology and confidently implement appropriate regulation skills that effectively build resilience over time.

Each program session prominently features the *self-induced therapeutic tremors*, an evidence-informed practice that uniquely completes the stress cycle. Originally designed for use in high-conflict zones internationally, therapeutic tremors restore autonomic nervous system balance and release the deep somatic tension patterns created by traumatic and toxic stress exposure. Activated through a prescribed sequence of physical movements, they are generally easily learned, reproduced, and practiced at a self-directed pace by individuals and in small group settings. Evidence documents that repeated therapeutic tremor activation decreases stress, anxiety, trauma symptoms, and burnout, and improves quality of life in a wide variety of populations. This level of resilience helps staff, not only perform in the workplace and field, but gives them the wherewithal to sustain high levels of engagement over time.

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

PROGRAM OUTCOMES

ORGANIZATIONAL

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

PARTICIPANT

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

PROGRAM DESCRIPTION

A three-week (4.5 contact hours) *The Resilience Toolkit* workshop series with a generous facilitator-to-participant ratio (1:12). Includes lecture, discussion, and participatory activities on the following topics:

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

Lumos provides:

- Instructional materials for independent practice

Oxnard School District provides:

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

**COST - \$2,650/up to 24 participants
\$4,050/Two groups of 20-25 participants/each (total 45 participants)***

*Groups scheduled consecutively on same day

| OPTIONAL EXTENDED PROGRAM SUPPORT (Additional fee)

- Program evaluation – Cost \$590
 - Measure pre- and post- levels of compassion satisfaction, stress, burnout, and vicarious trauma using statistically validated assessments
 - Evaluation of participants' perception of program usefulness and relevance to professional role and personal health
 - Appropriate statistical analyses and reporting at program conclusion
- Ongoing session facilitation at weekly, bi-weekly, or monthly intervals (in-person or via video conference) – Cost variable depending on interval and length of program
- *The Resilience Toolkit* certification for staff to become program facilitators – Cost \$3,350 per person. Cohorts starting 10/22/2017 and 3/4/2018.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Agreement #17-100 – VCOE – Hearing Conservation & Audiology Services (Freeman/Ridge)

VCOE-Hearing Conservation & Audiology Services, through coordination with district nursing staff, will conduct hearing screenings for Oxnard School district students for the 2017-2018 school year. Hearing screenings are mandated in grades K, 2, 5 and 8. VCOE-Hearing Conservation & Audiology Services will follow-up and inform nurses, teachers, and other team members about hearing concerns and strategies to help link families to services.

FISCAL IMPACT:

Not to exceed \$74,900.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-100 with VCOE – Hearing Conservation & Audiology Services.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-100, VCOE-Hearing Conservation & Audiology Services (8 Pages)



Hearing Conservation & Audiology Services

5100 Adolfo Road, Camarillo, CA 93012
805-437-1380 • FAX: 805-389-4297

VENTURA COUNTY OFFICE OF EDUCATION

Stanley C. Mantooth, County Superintendent of Schools

Services Agreement

23rd day of August, 2017

This Services Agreement (the "Agreement") is made and entered into this [REDACTED] by and between Oxnard School District (hereinafter referred to as "District") and Ventura County Office of Education, (hereinafter referred to as "Provider").

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

CONDITIONS. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

NATURE OF RELATIONSHIP. The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status, and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

SERVICES. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete

all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

TIME OF PERFORMANCE. The term of this agreement shall commence on July 1, 2017 and may be terminated by either the District or the Provider for cause upon written notice to the other party. If not terminated, this contract will remain in effect until a new or altered contract is requested by either the District or the Provider.

PAYMENT AND EXPENSES. All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference. All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the Superintendent within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the Services performed. The Superintendent reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the Superintendent's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the Superintendent is disputed, the Superintendent shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice. The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between District and Provider.

ASSIGNMENT AND SUBCONTRACTORS. Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

NOTICE. Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by

like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

District:
School District: Oxnard
Attn: Chris Ridge, Pupil Svcs.
Address: 1051 South A Street
Oxnard, CA 93030

Provider:
Ventura County Office of Education
Attn: [REDACTED] Director of Internal Business
5189 Verdugo Way Lisa Cline
Camarillo, CA 93012

WARRANTY. Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

COMPLIANCE WITH LAWS. Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless District, its governing Board, officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, however caused, resulting directly or indirectly from or connected with Provider's negligence or wrongful acts or omissions.

District agrees to defend, indemnify, and hold harmless Provider, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses including legal fees and costs, however caused, resulting directly or indirectly from or connected with District's negligence or wrongful acts.

INSURANCE. District and Provider each participate in the Ventura County School Self-Funding Authority (VCSSFA), and therefore collectively self-insure for workers' compensation, general liability, and property coverage under the VCSSFA self-insurance programs.

SAFETY AND SECURITY. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider will provide proof, upon request, that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

GOVERNING LAW AND VENUES. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Ventura, State of California.

ARBITRATION. Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

ATTORNEYS FEES. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such actions or proceeding.

DOCUMENT RETENTION. After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District. If the District does not request District's document(s) for a particular service, Provider will retain document(s) as required by law.

NATURE OF AGREEMENT. This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

BINDING EFFECT. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

WAIVER. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

SEVERABILITY. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

PARAGRAPH HEADINGS. The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

AUTHORITY. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

COUNTERPART EXECUTION: ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

District:	Provider: Ventura County Office of Education
<hr/>	
Signature	Signature
Name: Lisa A. Franz	Tom Etchart
Title: Director, Purchasing	Director, Internal Business Services
Date:	Date: May 26, 2017

2017 – 2018 STATEMENT OF WORK

VCOE Hearing Conservation and Audiology Services offers hearing screening, audiological assessment, and educational audiology services for students in Ventura County. These services may be used for:

- Mandated and non-mandated student populations
- General education students, including students with a 504 Plan
- Students in special education with an IEP eligibility other than *hard of hearing*, deaf, *VI* or *OI*.

Note: Audiology services for students in special education with low incidence eligibilities are provided through SELPA funding and are *not* included in this contract.

Services and costs are itemized below. A more detailed description of each service follows.

Districts will be billed only for rendered services that pre-authorized by a designated district personnel.

Schedule of Fees

Schedule of Hearing Conservation Services	Fees
<i>Staff are credentialed/certified, licensed and qualified to provide these services.</i>	
Hearing Screening (by audiometrist for students in general education classrooms)	\$500/half day \$1000/day
Functional Hearing Screening– Special Education (by audiologist for students with moderate/severe disabilities in special day classes)	\$600/half day \$1200/day
Educational Audiology Services (services to students who are <i>not</i> identified with special education eligibility in the area of deafness, hard of hearing, or other low incidence disability)	\$130/hour
Audiological/Hearing Evaluation at VCOE (comprehensive testing to determine the presence and characteristics of hearing loss)	\$130
Hearing Aid/Cochlear Implant Evaluation at VCOE (evaluation of a student’s hearing function while using their personal hearing device)	\$200
(Central) Auditory Processing (CAPD) Assessment at VCOE (covers CAPD services through the assessment and report dissemination)	\$850
(Central) Auditory Processing (CAPD) Post-Assessment Services (hourly rate for all consultation, communications, IEP attendance, and other related services beyond the assessment and report)	\$130/hour billed to the ¼ hour

DESCRIPTION OF HEARING SERVICES

HEARING SCREENING. Students in general education classrooms, and in special education classrooms for mild disabilities, are screened by an audiometrist at the school site to identify students with a high probability of hearing loss and to monitor students with previous screening failure.

Mandated student populations include (per Ed Code Section 49452 and CCR Title 17 Section 2951):

- All students attending general education grades kindergarten, 2nd, 5th, 8th and 10th (in the absence of a 10th grade waiver). Students in transitional kindergarten are included at the request of the school district.
- Special education students upon initial entry to special education and every third year thereafter
- Students at first entry into the California public school system, or new to the school district if prior screening records are not readily available
- Students referred due to concerns from school staff or parents
- Students in any grade who did not pass the previous hearing screening or are known to have a hearing problem that needs periodic monitoring
- All students attending general education grades kindergarten, 2nd, 5th, 8th and 10th (in the absence of a 10th grade waiver).

Special education students in special day classes for students with mild involvement (likely capable of responding with conventional procedures) in need of screening will be identified by school personnel. Additional special education students with mild involvement that fall outside the mandate can be included at the discretion of school personnel.

There will be a second visit 2-6 weeks post initial screening to re-test failures and catch previously absent students

Call 805-437-1380 or email hearing@vcoe.org to schedule Hearing Screening. Signature on Service Agreement authorizes the service.

FUNCTIONAL HEARING SCREENING. Special education students with *moderate/severe disabilities* require advanced expertise and equipment provided by an audiologist. Screening is mandated for students as part of the initial entry into special education and every three years thereafter (usually corresponding with the triennial assessment). Additional special education students that fall outside the mandate can be included at the discretion of the designated district personnel.

- Students in need of functional screening by the audiologist are identified by school personnel.
- Functional screening occurs outside of the general education mass screening and does not include a re-test session.

Call 805-437-1380 or email hearing@vcoe.org to schedule Hearing Screening. Signature on Service Agreement authorizes the service.

AUDIOLOGICAL / HEARING EVALUATION SERVICES. Audiological evaluations are conducted at VCOE to determine the presence and characteristics of hearing loss, provide educationally-relevant information to school personnel, and to link parents to community-based services. Students are referred by designated district personnel due to hearing screening failure, concern about hearing, history of known hearing loss in need of monitoring, absenteeism at screening session, or inability to comply during school-based screening. Audiological evaluations are completed at the request of school personnel, subsequent to pre-authorization by designated district personnel.

The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>

HEARING AID/COCHLEAR IMPLANT EVALUATIONS. Hearing aid evaluations are conducted at VCOE at the referral of designated district personnel, with prior district authorization, to provide educationally-relevant information regarding the deaf/hard of hearing student's auditory function with and without the use of their personal hearing devices (hearing aids or cochlear implants).

The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>

EDUCATIONAL AUDIOLOGY SERVICES. For students with an IEP who do not have a low incidence disability (primary and/or secondary) as well as students in general education (with or without a 504).

Services are requested by designated district personnel and include consultation, assessment of functional listening skills in the classroom to determine the need and benefit from Hearing Assistive Technology (HAT), teacher orientation to a student's hearing loss and hearing devices, determination of accommodations, and procurement, delivery and monitoring of HAT equipment. HAT for these students must be pre-authorized by designated district personnel; costs per manufacturer invoice are charged to district.

The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>

(CENTRAL) AUDITORY PROCESSING DISORDER (CAPD) ASSESSMENT. CAPD assessments are conducted at VCOE to determine a student's ability to process auditory information in relation to speech, language, learning and/or academic deficits. Authorization of designated district personnel is required. Assessment includes gathering of student records, consultation with the school team in advance of testing, comprehensive assessment, and report generation. Any additional services desired of the audiologist post-testing, such as IEP attendance and consultation with family or school/district personnel, are billed separately, as needed (see below).

The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>

(CENTRAL) AUDITORY PROCESSING (CAPD) POST-ASSESSMENT SERVICES. The school team may desire the audiologist to participate in the IEP meeting, consult with family or school/district personnel to explain results and recommendations, or otherwise provide CAPD expertise. These services must be pre-authorized by designated district personnel and are billed at the hourly rate, separate from the assessment fee.

The form Referral/Authorization for Hearing Services 2017-2018 must be submitted to request this service. Administrator signature is authorization for billing. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>

WORK SCHEDULE. Screening and audiological services will be conducted during normal school/business hours with service dates determined via mutual agreement of VCOE Hearing Conservation, school district, and the applicable school/family.

PAYMENT SCHEDULE. Districts will be billed quarterly.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Agreement/MOU #17-104 – Camarillo Hospice (Freeman/Ridge)

Camarillo Hospice will provide grief support group sessions for the Oxnard School District by providing free care, comfort, support and counseling to individuals and families facing a life-limiting illness and/or grieving the loss of a loved one. These sessions will be facilitated by a Marriage and Family Therapist (MFT) intern from Camarillo Hospice under the supervision of the Director of Counseling Services of Camarillo Hospice, a licensed Marriage and Family Therapist.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #17-104 with Camarillo Hospice.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #17-104, Camarillo Hospice (2 Pages)
Certificate of Insurance (1 Page)

Agreement/Memorandum of Understanding #17-104

Camarillo Hospice

This Memorandum of Understanding (MOU) is entered into by and between Camarillo Hospice and the Oxnard School District.

Purpose: Camarillo Hospice is a volunteer hospice and grief support center dedicated to the dignity of life by providing free care, comfort, support and counseling to individuals and families facing a life-limiting illness and/or grieving the loss of a loved one. Camarillo Hospice will provide grief support group sessions for the Oxnard School District. These sessions will be facilitated by a Marriage and Family Therapist (MFT) intern from Camarillo Hospice under the supervision of the Director of Counseling Services of Camarillo Hospice, a Licensed Marriage and Family Therapist.

Term: The term of this MOU shall commence July 1, 2017 and shall terminate June 30, 2018.

Compensation: The Oxnard School District will not be charged for the services provided by Camarillo Hospice.

Description of Services:

A. Oxnard School District agrees to the following:

1. Serve as lead administrative agent of all schools.
2. Provide space to accommodate the Provider's staff as they meet with students and families at school sites.
3. Provide family referrals to the Provider as appropriate.
4. Outreach specialists or designated staff will provide information about the Provider and offered programs to families as appropriate.

B. Camarillo Hospice agrees to the following:

1. Provide counseling services in English and Spanish by MFT interns under the direct supervision of the director of counseling services of Camarillo Hospice, a licensed Marriage Family Therapist.
2. Provide in services trainings for staff to educate on what to look and how to manage students in class who have had a loss or are experiencing grief.
3. Provide multiple support groups available for individual and families to attend.
4. Provider will provide documentation of liability insurance with Oxnard School District listed as additional insured.
5. Provider agrees to follow Oxnard School District program guidelines and comply with HIPPA standards.

Termination: Either party may terminate this MOU without cause upon thirty (30) days written notice.

Authorized Approval:

CAMARILLO HOSPICE:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Maddy Hazard, Volunteer Coordinator

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date



LIVIMEM-02

IYANG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/13/2017

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

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

PRODUCER License # 0757776 Santa Barbara, CA - HUB International Insurance Services Inc. P O Box 3310 Santa Barbara, CA 93130-3310	CONTACT NAME: PHONE (A/C, No, Ext): (805) 682-2571 FAX (A/C, No): (805) 832-6581 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
INSURED Livingston Memorial Visting Nurse Association 1996 Eastman Avenue #101 Ventura, CA 93003	INSURER A : American Alternative Insurance Corporation INSURER B : Alaska National Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
	NAIC # 19720 38733

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 checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Retro Date 9/21/2005 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VHHHHG305490004	01/16/2017	01/16/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 50,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMPI/OP AGG	\$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			VHHHHG305490004	01/16/2017	01/16/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTIONS			VHHHHX535062604	01/16/2017	01/16/2018	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> A If yes, describe under DESCRIPTION OF OPERATIONS below			17AWS10765	01/16/2017	01/16/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$
A	Professional Liab			VHHHHG305490004	01/16/2017	01/16/2018	E.L. EACH ACCIDENT	\$ 1,000,000
A	Crime Coverage			VHHHHP205228004	01/16/2017	01/16/2018	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
							See Remarks Section	
							See Remarks Section	

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

CERTIFICATE HOLDER

PROOF OF INSURANCE

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Santa Barbara, CA - HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED Livingston Memorial Visting Nurse Association 1996 Eastman Avenue #101 Ventura, CA 93003	
POLICY NUMBER SEE PAGE 1				
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Crime Coverage
Client's or Patient's Property: \$25,000 any one Occurrence w/ Deductible of 10% of amount of the loss, subject to minimum deductible of \$500

Professional Health Care Liability
Claims Made (Retro Date: 9/21/2005)
\$1,000,000 Each Occurrence or Medical Incident
\$3,000,000 Aggregate

Professional Health Care Liability covers the following doctors:
Lanyard Dial, MD
Leslie-Lynn Pawson, MD
James Helmer Jr, MD
Becky Wade, MD
Mary Dial, MD
Mish Pearl, MD

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

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

Ratification of Agreement #17-108, Mixteco/Indigena Community Organizing Project (Freeman/Mitchell)

Mixteco/Indigena Community Organizing Project will provide two (2) Mixteco Interpreters for In-Person Interpretation to assist the IT Department with iPad Deployment at Ramona and Chavez Schools for the period of 8/7/17 through 8/11/17.

FISCAL IMPACT:

Not to exceed \$4,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Chief Information Officer, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-108 with Mixteco/Indigena Community Organizing Project.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-108, Mixteco/Indigena Community Organizing Project (5 Pages)



Mixteco/Indígena Community Organizing Project

P.O. BOX 20543 OXNARD CA 93034-0543

TEL: 805 483-1166; FAX: 805 483-1145

www.mixteco.org

OSD AGREEMENT #17-108

Budget for Oxnard School District

To: Dr. Marlene Batista
Dr. Marlene Batista
Director of English Learner Services
Oxnard School District ~ [\(805\) 385-1501 x2351](tel:8053851501)

Description: Oxnard School District has requested two Mixteco Interpreters for OSD's families and students in Oxnard, California for in-person interpretation to assist the IT Department with iPad deployment taking place at Ramona and Chavez Elementary School's, from 8:30am-5:30pm for the following dates 8/7/2017-8/11/2017. Interpreters will take a 1hr lunch and two 10- minute brakes every 4 hours. Interpreter hours are billed at \$50/hr. Mileage is billed at the current IRS rate of \$0.535/mile, round trip from our offices located at 520 West Fifth Street, Suite G, Oxnard, CA 93030.

Oxnard School District will be responsible to pay all interpreter costs related to the assignment. The fees for interpretation services are established in the attached budget:

Day One: Monday 7 ,2017 Interpretation

1. Total hours in-person interpretation:
16 hours @ \$ 50/hr. = \$800 per adult x 2
Total interpretation = \$800
2. Cost of Travel for one adult driver:
MICOP to Oxnard @ .535/mile
Total mileage = 0
3. Cost of Travel Time for one driver:
Total travel time hours 0 x \$10.5hr
Total travel = \$0
4. Cost of Any additional hours/days will be billed at the same rate.
the same rate.



Mixteco/Indígena Community Organizing Project

P.O. BOX 20543 OXNARD CA 93034-0543

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www.mixteco.org

Day Two: Tuesday 8,2017 Interpretation

1. Total hours in-person interpretation:
16 hours @ \$ 50/hr. = \$800 per adult x 2
Total interpretation = \$800
2. Cost of Travel for one adult driver:
MICOP to Oxnard @ .535/mile
Total mileage = 0
3. Cost of Travel Time for one driver:
Total travel time hours 0 x \$10.5hr
Total travel = \$0
4. Cost of Any additional hours/days will be billed at the same rate.
the same rate.



Mixteco/Indígena Community Organizing Project

P.O. BOX 20543 OXNARD CA 93034-0543

TEL: 805 483-1166; FAX: 805 483-1145

www.mixteco.org

Day Three: Wednesday 9,2017 Interpretation

1. Total hours in-person interpretation:
16 hours @ \$ 50/hr. = \$800 per adult x 2
Total interpretation = \$800
2. Cost of Travel for one adult driver:
MICOP to Oxnard @ .535/mile
Total mileage = 0
3. Cost of Travel Time for one driver:
Total travel time hours 0 x \$10.5hr
Total travel = \$0
4. Cost of Any additional hours/days will be billed at the same rate.
the same rate.



Mixteco/Indígena Community Organizing Project

P.O. BOX 20543 OXNARD CA 93034-0543

TEL: 805 483-1166; FAX: 805 483-1145

www.mixteco.org

Day Four: Thursday 10,2017 Interpretation

1. Total hours in-person interpretation:
16 hours @ \$ 50/hr. = \$800 per adult x 2
Total interpretation = \$800
2. Cost of Travel for one adult driver:
MICOP to Oxnard @ .535/mile
Total mileage = 0
3. Cost of Travel Time for one driver:
Total travel time hours 0 x \$10.5hr
Total travel = \$0
4. Cost of Any additional hours/days will be billed at the same rate.
the same rate.



Mixteco/Indígena Community Organizing Project

P.O. BOX 20543 OXNARD CA 93034-0543

TEL: 805 483-1166; FAX: 805 483-1145

www.mixteco.org

Day Five: Friday 11,2017 Interpretation

1. Total hours in-person interpretation:
16 hours @ \$ 50/hr. = \$800 per adult x 2
Total interpretation = \$800
2. Cost of Travel for one adult driver:
MICOP to Oxnard @ .535/mile
Total mileage = 0
3. Cost of Travel Time for one driver:
Total travel time hours 0 x \$10.5hr
Total travel = \$0
4. Cost of Any additional hours/days will be billed at the same rate.
the same rate.

Estimated total: **\$4,00.00*** Grand Total is pending any changes which will be applied in the final invoice.

1st day of (month) August 2017

Client: Oxnard School District

By: *Janet Penanhoat*

Title: Interim Asst. Supt. Bus. & Fiscal Services

Print Name: Janet Penanhoat

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 23, 2017

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

Agreement Category:

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

SECTION D: ACTION _____

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

DESIGNATION OF REPRESENTATIVE AND ALTERNATE TO THE VENTURA COUNTY SCHOOLS SELF-FUNDING AUTHORITY'S BOARD OF DIRECTORS (Penanhoat)

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

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

- **Representative:** Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services
- **Alternate:** Janet Penanhoat, Interim Assistant Superintendent, Business & Fiscal Services

FISCAL IMPACT

None.

RECOMMENDATION

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

ADDITIONAL MATERIAL

Attached: Designation of VCSSFA Representative (1 page)



DESIGNATION OF VCSSFA REPRESENTATIVE

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

August 24, 2017

Effective Date

REPRESENTATIVE

Dr. Jesus Vaca
 Name
Assistant Superintendent, Human Resources
 Title
1051 South A Street
 Street Address
Oxnard 93030
 City and Zip Code
(805) 385-1501 ext. 2051
 Telephone
(805) 486-3408
 FAX
jvaca@oxnardsd.org
 E-mail Address

ALTERNATE

Janet Penanhoat
 Name
Interim Asst. Superintendent, Business & Fiscal Svces.
 Title
1051 South A Street
 Street Address
Oxnard 93030
 City and Zip Code
(805) 385-1501 ext. 2401
 Telephone
(805) 487-2118
 FAX
jpenanhoat@oxnardsd.org
 E-mail Address

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

 President, Governing Board Date

 Representative Date

 Superintendent Date

 Alternate Date

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/David Fateh

Date of Meeting: 8/23/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

 X Facilities

SECTION D: ACTION _____

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

Approval of Work Authorization Letter #6 to Construction Testing & Engineering (CTE) Inc., to provide a full-time Deputy Inspector to assist at the Elm Street Elementary School Reconstruction Project (Morales/Fateh/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-124 with Construction Testing & Engineering, Inc. to provide Geotechnical Engineering Services that include Special Inspections and Material Testing.

During construction, the Operating Engineers Union Local 12 raised concerns that the Project Labor Agreement (PLA) was not being adhered to by the DSA Inspector of Record (IOR). After several discussions with PLA Administrator, Parsons, it was determined that the best route to resolve this issue and satisfy the PLA would be for the District to provide a full-time union Deputy Inspector.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #6 to Construction Testing & Engineering (CTE) Inc., to provide a full-time Deputy Inspector for the Elm Street Elementary School Reconstruction Project that will satisfy the PLA in place.

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

Master Agreement **#13-124**

Work Authorization Letter **#6**

Consultant: **Construction Testing & Engineering (CTE) Inc.**

Date Issued: **08/23/2017**

FISCAL IMPACT

The Deputy Inspector services will be a Time and Material (T&M) based contract and is projected to last approximately 9 months. The fee is estimated at: **One Hundred Forty-One Thousand Dollars and Zero Cents (\$141,000.00)** to be paid out of the Master Construct and Implementation Funds.


RECOMMENDATION

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #6 for Master Agreement #13-124 with Construction Testing & Engineering (CTE) Inc.

ADDITIONAL MATERIAL(S)

Attached:

- Work Authorization Letter #6 (1 Page)
- Proposal dated July 19, 2017, CTE (3 Pages)
- Master Agreement #13-124, CTE (38 Pages)

	WORK AUTHORIZATION LETTER	
	GENERAL INFORMATION	
PROJECT #: 5 SITE NAME: Elm E.S. Reconstruction MASTER AGREEMENT #: 13-124 WAL #: 6	DATE: 8/23/2017 DSA # OPSC # VENDOR ID:	

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT								
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Firm Name:</td> <td>Construction Testing Engineering</td> </tr> <tr> <td>Street:</td> <td>1645 Pacific Ave. Suite 107</td> </tr> <tr> <td>City, State, Zip:</td> <td>Oxnard, CA 93033</td> </tr> <tr> <td>Phone:</td> <td>805.486.6475</td> </tr> </table>	Firm Name:	Construction Testing Engineering	Street:	1645 Pacific Ave. Suite 107	City, State, Zip:	Oxnard, CA 93033	Phone:	805.486.6475
Firm Name:	Construction Testing Engineering								
Street:	1645 Pacific Ave. Suite 107								
City, State, Zip:	Oxnard, CA 93033								
Phone:	805.486.6475								

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Provide a full-time Class III Deputy Inspector for the duration of the project that will assist with inspection services as required by DSA and the Inspector of Record.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 7/19/2017	COMPLETION DATE: Approximately 4/19/2018
------------------------------	---

FIXED FEE AMOUNT: One Hundred Forty-One Thousand Dollars and Zero Cents (\$141,000.00)

This fee amount is based upon Consultant's proposal dated 7/19/17 and subsequent negotiations mutually agreed to by all parties

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	CONSULTANT
(SIGNATURE)	(SIGNATURE)
(DATE)	(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: P.O. # SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds COST ID: 6290	PREPARED BY: Chris Yafuso P.O. AMOUNT:
---	---

(PM APPROVAL SIGNATURE)	(DATE)
-------------------------	--------

SPECIAL INSTRUCTIONS:



July 19, 2017

PR Ox-17007 C

CFW, Inc.
Chris Yafuso, Assistant Program Manager
1901 S. Victoria Avenue, Suite #106
Oxnard, CA 93035
Ph : 805-263-6451/ 760-799-9657 Cell
Email : cyafuso@aimcsworld.com

**SUBJECT: Change Order #1
Proposal to Provide Continuous Class III Deputy Inspector Services**

PROJECT: Elm Elementary School Reconstruction, DSA App. #03-116407

LOCATION: 450 East Elm Street, Oxnard, CA 93033

Mr. Yafuso,

We understand that on July 18, 2017 during an on-site project meeting, your office requested an estimate for the continuous services of a Class III Deputy Inspector for a duration of approximately 9 months. Attached is a change order to provide these services for the Elm Elementary School Reconstruction project for Oxnard Unified School District. Our estimate is based on review of the project plans, specs, and estimated construction duration of 9 months. Our rates are based on State of California prevailing wage rates.

We are fully capable of providing all of the proposed services from our facilities in Oxnard, California. While considering our proposal please keep in mind that all of our rates include distribution of reports. No additional charges for travel or mileage will be added.

It is understood a **Project Labor Agreement** is in place for this project. CTE South, Inc. plans to team with QC Southwest, as a state certified SBE and a union company that is signatory to Operating Engineers Union Local 12. QC Southwest has provided construction quality control and quality assurance services on numerous large military, commercial and public works projects for the past 20 years.

The opportunity to present this proposal is appreciated and we look forward to working with you.

If you have any questions regarding this proposal or our capabilities, or suggestions on how we may better serve you, please contact me at (805) 486-6475.

Respectfully,

CTE SOUTH, INC.

State DIR - 2015 SB 845 Registration # 1000006124

Dharmesh Amin, MS, PE, GE
Branch Manager

Elm Elementary School Restoration, Oxnard
Proposed Special Inspection and Materials Testing Services:

Service	Qty	Unit	Rate/Unit	Total
Class III Deputy Inspection	1500	hrs @	\$94	\$141,000

Estimated Total: \$141,000

GENERAL CONDITIONS

This will be a T&M based contract.

The above estimate is based upon time on site rounded up to the next hour, plus one hour, using a five day work week; all overtime will be billed at 1.5 times regular rate until or unless double time rates apply.

Please note that all inspector and technician rates may increase every year to commensurate with State of California prevailing wage rates annual increase.

Same day or show up time cancellations will be subject to the two-hour minimum charge.

This proposal is a good faith estimate of project inspection and testing costs. Actual billing will depend on the actual construction schedule and re-testing requirements.

This quote is valid for 90 days from date on letter.

AUTHORIZATION FOR WORK TO BE PERFORMED

Should this scope of work, as described, meet with your approval, you may authorize the work to proceed by signing a copy of this proposal and returning it to our office. Should you believe that a modified scope of work may better meet your current needs, please contact our office. The attached CTE Standard Terms and Conditions shall govern this agreement.

Authorization Signature

Printed Name

Title

Date

CTE, SOUTH, INC.
STANDARD TERMS & CONDITIONS

- 1. SCOPE OF AGREEMENT:** CTE, South, Inc.'s ("CTE's") written proposal along with these Terms and Conditions contain the entire agreement ("Agreement") between CTE and its client ("Client") relating to the project and the services provided by CTE for the project. Client may negotiate the modification or elimination of any of these Terms and Conditions with CTE prior to signing the Agreement. By signing the Agreement and/or agreeing to receive CTE's services as described in the proposal, Client agrees to be bound by these Standard Terms and Conditions. Client agrees that it has been provided a copy of, read, and agrees to these Standard Terms and Conditions. Any prior discussions, negotiations, or representations not expressly set forth in the written proposal and these Terms and Conditions are not part of the agreement. CTE requires that all modifications to the scope of the proposal and these Standard Terms and Conditions be in writing and signed by both CTE and Client. CTE's lack of enforcement of any term, condition, or covenant shall not constitute a waiver of any such unenforced term, condition, or covenant, or CTE's right to insist upon future strict compliance with these Standard Terms and Conditions. If any term, condition, or covenant of these Standard Terms and Conditions is held to be invalid, void, or unenforceable, the remaining provisions of these Standard Terms and Conditions shall remain valid and binding on all parties.
- 2. PAYMENT TERMS:** CTE shall submit monthly invoices for the work performed on the project to Client, and said invoices shall be due and payable upon receipt. No retention shall be held by Client. Client agrees that failure to timely pay these invoices is a material breach of the agreement. Client agrees that upon its failure to timely pay CTE invoices, CTE may suspend its work pending payment, and may elect to terminate without penalty the contract under which Client did not timely tender payment for services rendered. Client agrees that the periodic invoices are presumed to be correct, conclusive, and binding on Client unless Client notifies CTE in writing of alleged inaccuracies, discrepancies, or errors in the billing within ten (10) days after receipt of such invoices. Client agrees to pay a late charge of 1-1/2% per month on the unpaid balance commencing thirty (30) days after receipt of an invoice. In the event of any increase in the hourly rates charged for its testing, inspection, or engineering services specified by this agreement, CTE shall provide 30 days advance notice to Client of any such increase. Client shall have two (2) weeks in which to object to the increase, and any failure to timely object shall constitute an acceptance of the increase.
- 3. CHANGES IN SCOPE OF WORK:** Client agrees that if it requests incidental or additional services not specified by the written proposal, it will pay CTE for such services based upon CTE's customary hourly or unit price rates for said testing, inspection, and engineering. In the event that changes are made to the plans and specifications for the project or Client modifies or alters the scope of its work, CTE shall be entitled to additional compensation to the extent that the change increases CTE's testing, inspection, or engineering services, or the duration of CTE's performance.
- 4. TIME:** Client agrees that time is of the essence in connection with CTE's services, and that an extension or delay to CTE's performance duration shall result in increased costs to CTE. Client further agrees that any CTE extended performance duration or delay beyond that specified by the written proposal, and if none is specified by the proposal, by the initial approved construction schedule, shall justify additional compensation to CTE. Said additional compensation shall be based upon CTE's customary hourly, daily, or monthly rates or unit prices for its testing, inspection, and/or engineering services.
- 5. PROJECT DELAY:** CTE is not responsible for project delay or damages resulting therefrom caused in whole or part by the activities of Client, contractor, or its subcontractors, or governmental agencies, or by factors beyond CTE's reasonable control, including but not limited to, delays caused by reason of strikes, accidents, acts of God, weather, or failure of Client to furnish timely information or approval of CTE's work. CTE shall not be responsible for any delays caused by the actions and/or omissions of governmental agencies including but not limited to the processing of building permits or Environmental Impact Reports. CTE shall only act as an advisor to its Client on any governmental relations or approvals.
- 6. OWNERSHIP OF WORK-PRODUCT:** All documents, papers, drawings, testing data, or other work-product prepared by CTE ("CTE Work Product"), and copies thereof, shall remain the property of CTE and may not be used by or relied upon by other third parties without CTE's express written consent. Provided that Client pays for all services rendered in full, Client may rely upon the CTE Work Product for its intended purpose. In the event that Client fails to pay CTE for the services rendered, Client agrees to return all documents, papers, drawings, testing data, or other work-product prepared by CTE and not to use, lend, or otherwise authorize the use of said documents without CTE's written consent.
- 7. MUTUAL COOPERATION:** CTE and Client agree to cooperate with each other in every way necessary in order to effectuate the intent of this Agreement. Client shall make available to CTE all information regarding existing and proposed conditions at the site, including but not limited to plot plans, topographic surveys, hydrographic data, and soil data including borings, field and laboratory tests, and written reports. Client shall provide and/or ensure that free access is provided to the site for all necessary equipment and personnel.
- 8. WARRANTY:** CTE warrants that it and its professionals are properly licensed to perform the services rendered. Client understands and agrees that CTE does not guarantee the completion, quality of work performed by others on the project, or that the construction work complies with the specifications, plans, or building codes. CTE makes no warranty, either express or implied, to its findings, recommendations, testing or engineering results, or professional advice except that its testing, inspection, and/or engineering work was performed pursuant to generally accepted engineering standards within the industry in effect at the time of performance and within the geographic location in which the work was performed. CTE makes no representations concerning the nature of any subsurface soil condition unless specifically provided in writing.
- 9. EXCLUSION OF IMPLIED WARRANTIES.** There are NO IMPLIED WARRANTIES OF MERCHANTABILITY and NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE included with any products or materials incorporated into and/or utilized in connection with work performed by CTE. CTE expressly disclaims all IMPLIED WARRANTIES OF MERCHANTABILITY and WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.
- 10. USE OF FINALIZED/APPROVED DOCUMENTS:** Client agrees not to use or permit the use by any other entity, any plans, drawings, or other construction documents prepared by CTE which are not signed by CTE or finalized. Client agrees to be liable and responsible for any such unauthorized use of unsigned plans, documents, or other construction documents not signed by CTE, and waives all rights and claims against CTE for their unauthorized use.
- 11. NO FIELD DIRECTION:** Client understands that CTE's field personnel provide technical assistance to Client at the project site, and that CTE will not perform construction supervision, construction management, or otherwise direct or oversee construction or the work. Client shall inform all contractors and subcontractors that CTE is providing technical assistance and is not directing the work.
- 12. CONSTRUCTION STAKING:** In the event that any construction staking provided by CTE is destroyed, damaged, or disturbed by Client, the contractor, its subcontractors, an act of God or any other party other than CTE, the cost of re-staking shall be paid for by Client as extra work.
- 13. SAFETY:** Client agrees that in accordance with the generally accepted industry standards and practices, the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this responsibility shall apply continuously and not limited to normal work hours, and that Client agrees to defend, indemnify, and hold CTE harmless from any and all liability, loss, or damage, real or alleged, in connection with accidents or injury on this project except to the extent caused by the sole negligence or willful misconduct of CTE.
- 14. PROFESSIONAL LIABILITY:** CTE agrees to perform its testing, inspection, and/or engineering services in accordance with the written proposal, these Standard Terms and Conditions, and the custom and practice in the industry in place at the time the services were rendered, and in the geographic local in which the work was performed. Client understands and agrees that CTE performs testing and inspection services upon request by Client, and that unless Client specifically notifies CTE that particular testing and inspection is required, CTE assumes no responsibility to insure that any particular testing or inspection services are needed or performed. Client agrees to limit CTE's liability to Client and to all contractors and subcontractors on the project, in total, due to alleged professional negligence, CTE's acts, errors, or omissions, and breaches of contract, to the sum of Ten Thousand Dollars (\$10,000) or CTE's total invoiced and paid fee on the project, whichever is greater.
- 15. CHOICE OF LAW/VENUE/DISPUTES:** The Agreement between CTE and its Client shall be governed by and construed in accordance with the laws of the State of California. CTE and Client agree that any such action arising out of the services provided by CTE shall be brought in the Superior Court of the State of California, County of San Diego.

January 2016

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – GEOTECHNICAL ENGINEERING)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Construction Testing and Engineering, Inc.** (“Consultant”) with a business address at 1645 Pacific Avenue, Suite 107, Oxnard, CA 93033. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.
- B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.
- C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

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shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs. Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [] does [X] does not qualify as a "designate employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

Q/B (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

TD (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District. (the "Administrator") provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed Exhibit D "Conflict of Interest Check" attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents ("Indemnified Parties") from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

RB (Initials)

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Construction Testing and Engineering, Inc.
1645 Pacific Avenue, Suite 107
Oxnard, CA 93033
Attention: Michael Molina
T: (805) 486-6475
Email: mmolina@cte-inc.net

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

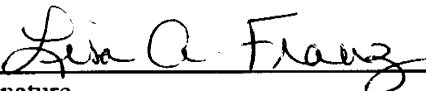
any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT:

**CONSTRUCTION TESTING & ENGINEERING
INC.:**



Signature



Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Rodney Ballard, President

Typed Name/Title

11-20-13

Date

Oct. 30, 2013

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 93-0997190

- Not Project Related
 Project #13-124


EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

- Not Project Related
 Project #13-124

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

Not Project Related

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**EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-124**

COMPENSATION & RATE/FEE SCHEDULE

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

Schedule of Fees and Services	
PROFESSIONAL SERVICES	Rate per Hour
<u>PROFESSIONAL ENGINEERING STAFF</u>	
Principal Engineer / Geologist	\$110
Senior Engineer / Geologist / Architect	\$65
Project Engineer / Geologist / Architect	\$65
Environmental Consultant / Registered Environmental Assessor	\$95
Staff Engineer / Geologist / Architect	\$65
Environmental Specialist	\$65
Environmental Technician	\$65
Roofing / Waterproofing Inspector	\$65
Roofing / Waterproofing Consultant	QUOTE
<u>INSPECTION SERVICES & QUALITY CONTROL</u>	
Pile Driving Inspector / Deep Foundation Inspector	\$65
Senior Soil Technician includes nuclear gauge or mobile laboratory	\$75
Soil Technician II includes nuclear gauge or mobile laboratory	\$75
Mechanical / Electrical Inspector	\$55
Registered Special Inspector (Concrete, Masonry, Welding, Pre-Stress, Fireproofing)	\$72
Shop Fabrication Inspection (Within California)	QUOTE
Shop Fabrication Inspection (Outside California)	QUOTE
Field Technician I (ACI / Soil)	\$75
Concrete Technician (ACI)	\$72
Inspector of Record / DSA / OSH-PD Inspector	QUOTE
Quality Control Representative	QUOTE
Submittal Reviewer	QUOTE
Prevailing Wage Site Work	QUOTE
QC Plan Preparation	QUOTE
<u>NON-DESTRUCTIVE TESTING SERVICES</u>	
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	\$65
Metallic Surface Coatings (Paint or Fluorescent Fireproofing)	QUOTE
Radiographic (low power portable and laboratory available)	QUOTE
<u>SPECIAL SERVICES:</u>	
Coring / Sawing Operator & Equipment (1-man crew)	\$150
Coring / Sawing Operator & Equipment (2-man crew)	\$225
Floor Flatness (includes reports and Registered Engineer Certification)	\$150
Mobilization / Demobilization - flat rate	N/A
Reinforcing Steel Location	\$65
Anchor Pull Tests - up to 30 tons	\$96
Glue Lamination Inspection	QUOTE
Batch Plant Inspector	\$75
Procedure Qualification per: AWS, ASME or Military Standards	QUOTE
<u>SUPPORT SERVICES:</u>	
Certificate of Completion	\$350
Draftsman	\$60
Express Mail (FEDEX/UPS) (minimum)	\$30
Facsimile (each page)	\$1
File Search, re-issue of report, copies (minimum)	\$50
Review of Files for processing Affidavits and Certifications	\$45
Word Processing/Secretarial (per hour)	\$45
Sample Pickup	\$50
<u>COURT APPEARANCE AND DEPOSITIONS:</u>	
Senior Professional Preparation, Deposition or Testimony	\$250
Travel & Expenses	Actual + 15%
Evidence Storage (per month)	\$50

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Schedule of Fees and Services			
MATERIALS TESTING	Price per Specimen	ASTM Designation	Other Method Used
SOILS:			
California Bearing Ratio (CBR), Includes Maximum Density Curve	\$360	D 1883	---
Cement Treated Base, Laboratory Design - Soil Cement, Each Set	\$435	D-558	---
Cement Treated Base, Sample Fabrication (Set of Three)	\$120	D-558	CTM 312
Cement Treated Base, Compression Test	\$25	---	---
Chloride Content of Soil	\$70	---	---
Conductivity	\$35	---	CAL-TM-424
Consolidations - Per Point	200.00 or \$65.00 per point	D 2435	---
Direct Shear Test	\$195 to \$245	D 3080	---
Expansion Index	\$140	D 4829	UBC 18-2
Hydrometer Analysis (Fine Grade)	\$100	D-422	---
Hydrometer Analysis with coarse & fine grade	\$230	---	---
Laboratory Compaction Test (Moisture Density-Each Curve)	\$190	D 1557	CTM 216
Laboratory Compaction Test Requiring Rock Correction	\$225	D 1557 / D 4718	---
Moisture Content	\$35	D 2216	---
Plasticity Index / Liquid Limit/Atterburg Limits	\$100	D 4318	---
Permeability Test - Constant Head			
Fine Grained Soil	\$210	D-5084	---
Granular Soil	\$350	D 2434	---
Other	QUOTE	D 4318	---
R - Value (Minimum 3 pts.)	\$225	D-2844	CTM 301
Resistivity and pH of Soil	\$150	D-4972	CTM 643
Sand Equivalent	\$100	D 2419	CTM 217
Shrinkage Limit	\$90	D 427	---
Sodium Sulfate Soundness (Per Size Fraction)	\$70	C 68	---
Soil Classification w/ Atterburg & Gradation	\$240	D 2467	---
Sulphate Content of Soil	\$80	---	---
AGGREGATES:			
Absorption Test, Coarse Aggregate	\$25	C 127	---
Absorption Test, Fine Aggregate	\$25	C 128	---
Aggregate Conformance Testing for State of California Projects (Includes: Sieve Analysis, Specific Gravity, No. 200 Wash, Organic Impurities, Unit Weight)	\$210	---	---
Clay Lumps and Friable Particles	\$85	C 142	---
Cleanliness Value	\$70	---	CTM 227
Crushed Particles, Percent	\$110	---	CTM 205
Durability Index, Coarse Aggregate	\$95	D 3744	CTM 229
Durability Index, Fine Aggregate	\$70	D 3744	CTM 229
LA Rattler	\$150	C 131 or C 535	CTM 211
Mortar making properties of fine aggregates	\$225	C 87	---
Organic Impurities in Sand	\$45	C 40	---
Sieve Analysis (Gradation), Coarse Aggregate	\$50	C 136	---
Sieve Analysis (Gradation), Fine Aggregate (Including Wash)	\$75	C 136	---
Soundness of Aggregates by Sulfates	\$45	---	---
Specific Gravity, Fine Aggregate	\$50	C 128	---
Specific Gravity, Coarse Aggregate	\$40	C 127	---
Unit Weight per Cubic Foot, Voids in Aggregate	\$50	C 29	---

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II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

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

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

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

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

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

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

INSURANCE

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

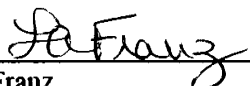
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, is is not subject to disclosure obligations.

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

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Project #13-124

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-124
BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS

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

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

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

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

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

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

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

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: Shawn Huffman

Title: Project Manager

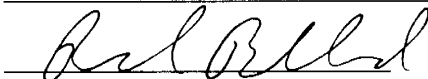
AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: Oct. 30, 2013

Proper Name of Contractor: Construction Testing & Engineering, Inc.

Signature: 

By: Rodney Ballard

Its: President

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

SCOPE OF SERVICES (PART 1 OF 2) – GEOTECHNICAL ENGINEERING

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

Consultant shall ensure that project design documents are representative of actual soils conditions, including bearing capacity and recommended slab and foundation designs. The geotechnical engineer will also be required to monitor certain construction activities, as determined by the architect of record, and to confirm that construction activities were performed satisfactorily and achieved required compaction.

1. Borings:

- a. The location and depth of the proposed borings proposed by the Consultant shall be submitted by the Consultant for District approval. Quantity and locations of proposed borings must be adequate to satisfy requirements of any and all state and federal agencies, laws and regulations governing K12 construction. If the Consultant finds it necessary to change the location or depth of any of these proposed borings, the Architect of Record shall be notified and a new location or depth shall be agreed upon between the Architect and the Consultant.
- b. If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, the Consultant shall immediately consult with the Architect of Record for the Project.
- c. The Consultant shall advise the Architect of Record as to any further exploration and testing required to obtain information that the Consultant requires for a professional interpretation of subsoil conditions at the building site and shall perform such additional work as authorized by the Owner after consultation with the Architect of Record. The extent of exploration undertaken shall be consistent with the scope of the Project as indicated by the information given above and by any drawings attached hereto.
- d. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM (American Society of Testing and Materials) standards and other standards, including, but not limited to ASTM standards D1586, D1587 and D2113.
- e. The field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

2. Drilling and sampling methods and protection of property:

- a. The Consultant shall contact the Owner and all utility companies for information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property both visible and concealed. All drilling and digging locations shall be coordinated with verified underground utility locations to avoid damaging existing infrastructure and/or utilities. Consultant is responsible for any and all impacts, damages, and delays caused by boring operations that damage existing infrastructure and/or utilities. The Consultant shall reasonably restore the site to the condition existing prior to the Consultant's entry and work. Such restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and

Not Project Related

Project #13-124

plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

- b. Again, field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

3. Percolation Testing:

- a. The Consultant shall perform percolation testing at a minimum of three (3) locations agreed upon between the District, Architect of Record, and Consultant.

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

4. Reports

- a. The Consultant shall prepare both draft and final reports reflecting the results of all investigation, analysis, study and findings. The reports shall be prepared on white paper, 8 1/2 x 11 inches, suitable for photocopying, and shall be bound in booklet form.
- b. The Consultant shall prepare reports in accordance with the items listed below:
 - i. All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488. Classification for final logs shall be based on field information, results of tests, and further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports. The Report shall:
 - Include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
 - Identify the ASTM standards or other recognized standard sampling and test methods utilized; and,
 - Provide a plot plan giving dimensioned locations, size, & depths of test borings, and percolation testing locations.
 - Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions. The report shall also:
 - Describe the existing surface conditions and summarize the subsurface conditions, including percolation rates and related information;
 - Provide appropriate subsurface profiles of rock or other bearing stratum;
 - Estimate potential variations in elevation and movements of subsurface water due to seasonal influences; and,
 - Report all laboratory determinations of soil properties.

Not Project Related

Project #13-124

- c. Disposition of Samples: After all laboratory tests have been completed, dispose of samples after foundation installation is complete and accepted by DSA
- d. Foundation Engineering Evaluation and Recommendations: The Consultant shall analyze the information developed by investigation or otherwise available to the Consultant, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect of Record on the design and engineering requirements of the Project. Based on such analysis and consultation, the Consultant shall submit a professional evaluation and recommendations for the necessary areas of consideration including, but not limited to, the items listed below:
 - i. Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
 - ii. Anticipation of, and management of, groundwater for design of structures and pavements.
 - iii. Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.
 - iv. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
 - v. Subgrade modules for design of pavements or slabs.
 - vi. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
 - vii. Stability of slopes.
 - viii. Seismic activity.
 - ix. Frost penetration depth and effect.
 - x. Analysis of the effect of weather or construction equipment or both on soil during construction.
 - xi. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.
 - xii. Evaluation of depth of material requiring rock excavation and methods of removal.
- e. Report Submittal and Approval: A draft report shall be submitted to the District and Architect of Record for review and comment prior to the preparation of a final report for submittal to the District. Thereafter, the final report shall be prepared by the Consultant and shall comply with all requirements of those State and Federal authorities having jurisdiction over K-12 construction. The Consultant shall evaluate and respond to all comments in a prompt and satisfactory manner. The Geotechnical Engineering report will be submitted by the Architect of Record to the State as part of the DSA approval process for this project.

5. Construction Phase Services

- a. Respond to all RFI's generated related to the Consultant's report prepared pursuant to this RFP and perform field observation duties as required by T-24 Part1, Sections 4-211, 4-214, 4-215, 4-216 and 4-217.
- b. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:

- A. Work plan and schedule for completion of services
- B. Confirmation of completion of boring, drilling, sampling & testing activities

DUE DATE

- NTP + 3 days**
- NTP + 15 days**

Not Project Related

Project #13-124

C. Draft geotechnical engineering report for District review & comments **NTP + 25 days**

D. Final geotechnical engineering report for District approval **NTP + 30 days**

6. Time

The final geotechnical engineering report shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

7. Accuracy Standards

Precision of the geotechnical engineering report and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers and geologists licensed to practice within the State of California.

- Not Project Related
- Project #13-124

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-124
INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

Consultant: Construction Testing & Engineering, Inc. ("CTE")

CTE has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent of Business Services, Lisa Cline.

By signing below, a representative of CTE, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

Construction Testing & Engineering, Inc. Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc. Date

Oxnard School District Date
Lisa Cline, Assistant Superintendent,
Business and Fiscal Services

Not Project Related
 Project #13-124

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**
Program Manager for Oxnard School District
1901 Victoria Ave., Suite 106
Oxnard, CA 93035
ATTN: Taylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: _____
 PROJECT #: **Project Name/Site**
 PROJECT TYPE: **Project #**
 DATE: **New Const./Modernization**
 INVOICE #: _____
 PERIOD COVERED: _____
 PO #: _____
 Billing Period of Invoice
 Purchase Order #

SUBCONTRACTOR: _____
 PREPARED BY: _____
 EMAIL: _____
 PHONE #: _____
 FAX #: _____

VENDOR NAME

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
SUBTOTALS				#VALUE!	#VALUE!	#VALUE!	\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

- Not Project Related
 Project #13-124

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
 - 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
 - 3 Enter PO # (Purchase Order #) provided to you when contract issued.
 - 4 Feel free to include your company logo if you wish
 - 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
 - 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied inserted in a single step by highlighting multiple rows prior to copying.
- First Billing.**
- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
 - 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2013

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

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

PRODUCER Crest Insurance Group, LLC 5285 East Williams Circle Suite 4500 CA# 0G31993 Tucson AZ 85711	CONTACT NAME: Kathy Taylor PHONE (A/C, No, Ext): 520-881-5760 E-MAIL ADDRESS: ktaylor@crestins.com	FAX (A/C, No): 520-325-3757
	INSURER(S) AFFORDING COVERAGE	
INSURED 70CONSTES CTE, CAL, Inc. 14538 Meridian Parkway, Suite A Riverside CA 92518-3018	INSURER A: Travelers Property Casualty Co. of	NAIC # 25674
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 675832320 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	6308298X967	4/17/2013	4/17/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	8108298X967	4/17/2013	4/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CUP8298X967	4/17/2013	4/17/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB8298X967	4/17/2013	4/17/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Project #13-124. Certificate Holder is additional insured under general and auto liability if required by written contract per the attached policy forms. Waiver of Subrogation & Primary & Non Contributory applies if required by written contract per attached forms. Coverage is subject to policy forms, terms, conditions, definitions & exclusions.

CERTIFICATE HOLDER Oxnard School District Caldwell Flores Winters, Inc. 1901 S. Victoria Ave., Suite 106 Oxnard CA 93035	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Cody Ritchie</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
- a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.

COMMERCIAL GENERAL LIABILITY

Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insur-

ance" by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

COMMERCIAL GENERAL LIABILITY

- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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

2. The following definition is added to SECTION V – DEFINITIONS:

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
- (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of LIMITS OF INSURANCE (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. **Representations of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB8298X967

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Blanket Walver of Subrogation

DESIGNATED ORGANIZATION:

Blanket Waiver of Subrogation

DATE OF ISSUE: - -

ST ASSIGN:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED → B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL EFFECTS K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION ← N. UNINTENTIONAL ERRORS OR OMISSIONS |
|--|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

→ **B. BLANKET ADDITIONAL INSURED**

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

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

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

C. EMPLOYEE HIRED AUTO

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

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

COMMERCIAL AUTO

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

→ **M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: 8108298X967

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULED PERSONS OR ORGANIZATIONS

Blanket Additional Insured

PROVISIONS

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

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

- B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/David Fateh

Date of Meeting: 8/23/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

 X Facilities

SECTION D: ACTION

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

Approval of Work Authorization Letter #6 for Agreement #13-126 for MNS Engineers Inc. to perform Survey Services for the Seabridge K-5 Elementary School Project (Morales/Fateh/CFW)

On May 15, 2013, the Board approved Agreement#13-126 with MNS Engineers Inc. for the purposes of providing survey services to the Oxnard School District.

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

Master Agreement **#13-126**

Work Authorization Letter **#6**

Consultant: **MNS Engineers Inc.**

Date Issued: **8/23/2017**

FISCAL IMPACT

Work Authorization Letter #6 to Agreement #13-126 includes survey services for the Seabridge K-5 Elementary School Project in the amount of **Thirty-One Thousand Six Hundred Dollars and No Cents (\$31,600.00)**.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #6

to Agreement #13-126 with MNS Engineers Inc. to perform survey services for the Seabridge K-5 Elementary School Project.

ADDITIONAL MATERIAL

Attached:

- Work Authorization Letter #6 (1 Page)
- Proposal dated August 1, 2017, MNS Engineers Inc. (5 Pages)
- Master Agreement #13-126, MNS Engineers Inc. (32 Pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:	DATE: 8/23/2017
SITE NAME: Seabridge K-8 Elementary School	DSA #
MASTER AGREEMENT #: 13-126	OPSC #
WAL #: 6	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	MNS Engineers Inc. 4580 E. Thousand Oaks Blvd. Ste. 101 Westlake Village, CA 91362 805.379.1718

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Perform survey services for the Seabridge K-5 Elementary School Project including but not limited to the following scope; provide boundary analysis, field survey boundary retracement to the outside perimeter of the site, prepare a record of survey with the County of Ventura, aerial topographic mapping with drone technology, supplemental field survey, location of underground utilities, compile the boundary and prepared ACAD and PDF deliverables, and request and provide a title report.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 8/3/2017	COMPLETION DATE: 9/11/17
-----------------------------	---------------------------------

FIXED FEE AMOUNT: Thirty-One Thousand Six Hundred Dollars and No Cents (\$31,600.00)

This fee amount is based upon Consultant's proposal dated 8/1/2017 and subsequent negotiations mutually agreed to by all parties

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT		
OXNARD SCHOOL DISTRICT	CONSULTANT		
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER:	PREPARED BY: Chris Yafuso
P.O. #	P.O. AMOUNT:
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds	
COST ID: 6140	

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:

August 1, 2017

Chris Yafuso
Caldwell Flores Winters, Inc.
1901 S Victoria, Suite 106
Oxnard, CA 93035

RE: Proposal for Professional Services
Seabridge Elementary School Project

Dear Ms. Yafuso:

MNS Engineers, Inc. is pleased to provide this proposal for our professional land surveying services related to the development of Seabridge Elementary School in the City of Oxnard, California. Our experienced surveyors can fully address the project's needs in a timely and cost-efficient manner.

The scope and fees are figured on a lump sum basis for this project and are detailed in Exhibit "A". This proposal is prepared from the documents received from CFW and preliminary research. This proposal is also based on our current rate sheet for office and field as per our attached schedule of fees.

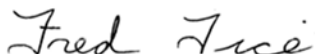
A new title report is required for the 9.28-acre property (APN 188-0-250-015). The title report will show all existing recorded easements and property transactions. A vesting deed will be provided by CFW or Oxnard school district.

MNS will provide boundary/easement retracement, a Record of Survey, topography mapping with 1' contour intervals, rectified orthophoto, supplemental topo locations of adjacent streets, all above ground utilities, and ground penetration radar locations of unidentified underground utilities in Wooley Road, Seabridge Lane and Tradewind Drive. This will all be compiled on a ACAD base map and provided in PDF format. The base map will be used in the design effort.

MNS has successfully provided multiple similar projects to Oxnard School District and has worked directly with CFW on these projects.

Thank you for considering our firm for this project. We look forward to working with you on another successful project. If you have any questions you may reach me at (805) 648-4840 or ftice@mnsengineers.com.

Sincerely,
MNS ENGINEERS, INC.



Fred Tice, PLS
Principal Surveyor



EXHIBIT A SCOPE OF SERVICES

Seabridge Elementary School, Oxnard School District

FIELD SURVEY SERVICES

The field surveying cost estimate has been based on a site visit, assessor's maps, and basic research.

Item 1	Boundary Analysis MNS will provide research at the County of Ventura for recorded documents to be used in the boundary analysis and boundary establishment of the Rose Avenue school site.	\$1,750
Item 2	Field Survey Boundary Retracement MNS will conduct a field survey to retrace the outside perimeter of the Rose Avenue school site and tie into existing topography mapping. MNS will also retrace easements of record provided in the preliminary title report.	\$4,200
Item 3	Record of Survey MNS will prepare a Record of Survey and record it with the County of Ventura showing the details of the retracement of the Rose Avenue school site property (APN 216-0-181-025).	\$4,650
Item 4	Topographic Mapping MNS will provide field topography of the Seabridge school site which will include perimeter streets and to the waterline on the south side. We will provide a 1" =20' scale mapping with 1' contour intervals and 50' grid elevations. This will include setting and controlling 5 aerial targets. We will be using drone technology for our photo work for the ortho photo.	\$4,300
Item 5	Supplemental Field Survey MNS will provide supplemental field topo locations of all above ground utilities, catch basins, fences, power poles, light standards, signage, equipment and walls. All sewer and storm drain manholes will be located including invert elevations and pipe size.	\$6,150



Item 6 **Underground Utility Locations** **\$7,000**

MNS will be working with Pacific Coast Locators to provide subsurface utility investigation using an Electro-Magnetic Radio Detection and GSSI Ground Penetrating Radar to locate all conductive and non-conductive underground utilities including: domestic water lines, fire water lines, natural gas lines, electrical lines, telecommunication lines, sewer lines and are and storm drain pipes for the proposed school reconstruction project.

Item 7 **Base Mapping** **\$1,850**

Compile the boundary, field topo, supplemental topo and subsurface locations into one file. The deliverable will be PDF files and ACAD files. All of this will be completed within 30 days from the notice to complete.

Item 8 **Title Report** **\$1,700**

MNS will request a title report for the Rose Avenue school site also known as APN 188-0-250-015. This will be passed onto Oxnard school district for their permanent records.

Total Cost Estimate

\$31,600



EXHIBIT A

Assumptions, Exclusions and Understandings

- 1 Work to be performed is strictly limited to those items detailed in the scope of work above. All work not set forth in the scope of work above shall be deemed additional work. Should the additional work be required, it is the responsibility of the Superintendent to initiate negotiations for such work. Additional work will be charged at regular hourly rates, per the attached fee schedule, and includes the time for travel to the jobsite. Additional work will not be commenced without prior authorization from the superintendent.
- 2 Items of work that are not clearly defined prior to the authorization to proceed will be performed on a time and material basis per attached fee schedule or upon such a lump sum addition to the contract, as agreed upon by the superintendent prior to proceeding with such items of work.
- 3 Work may be requested that, due to the Clients schedule, requires work to be performed during non-business hours. If such work is required, a request for a premium time may be made. Premium time shall be deemed extra work and will apply to scope items or non-scope items. Premium time will be paid at 150% of the hourly rates, as listed on our fee schedule.
- 4 Contract Payment and Reimbursable Expenses:
 - a) Payments are due and payable according to monthly billings as the work progresses, no retention.
 - b) Courier service, blueprinting, and reproduction cost are not included in the cost outlined above and shall be at the Contractor's expense. The cost for any outside services will be billed at their direct cost plus 15%.
- 5 Rates are as follows:

This proposal is based on our attached Schedule of Fees and field rate of \$280 per hour for a two-person survey crew.
- 6 Governmental agency fees or charges and/or deposits are the responsibility of the client.
- 7 Digital files for plans will be provided by the client prior to work proceeding.
- 8 All record documents that relate to the existing monumentation shown on the plans will be provided by the client prior to work proceeding.
- 9 The cost for the survey supplies are factored into each line item fee.
- 10 There will not be any retention on our invoicing.



STANDARD SCHEDULE OF FEES

Project Management

Principal-In-Charge.....	\$250
Senior Project Manager.....	230
Project Manager.....	200
Project Coordinator.....	120

Engineering

Principal Engineer.....	\$225
Lead Engineer.....	210
Supervising Engineer.....	190
Senior Project Engineer.....	175
Project Engineer.....	155
Associate Engineer.....	140
Assistant Engineer.....	125

Surveying

Principal Surveyor.....	\$220
Supervising Surveyor.....	195
Senior Project Surveyor.....	170
Project Surveyor.....	150
Senior Land Title Analyst.....	145
Assistant Project Surveyor.....	125
Party Chief.....	150
Chainperson.....	130
One-Person Survey Crew.....	180

Technical Support

CADD Manager.....	\$150
Supervising Technician.....	135
Senior Technician.....	125
Engineering Technician.....	95

Construction Management

Principal Construction Manager.....	\$225
Senior Construction Manager.....	195
Resident Engineer.....	180
Structure Representative.....	170
Construction Manager.....	165
Assistant Resident Engineer.....	150
Construction Inspector (PW).....	140
Office Administrator.....	105

Government Services

City Engineer.....	\$200
Deputy City Engineer.....	185
Assistant City Engineer.....	175
Plan Check Engineer.....	160
Permit Engineer.....	140
City Inspector.....	125
City Inspector (PW).....	140
Planning Director.....	185
Senior City Planner.....	160
Assistant Planner.....	145

Administrative Support

Administrative Analyst.....	\$110
IT Technician.....	105
Graphics/Visualization Specialist.....	95
Administrative Assistant.....	70

Direct Expenses:

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate and will include all time for research, deposition, court appearance and expert testimony.

Prevailing Wage Rates:

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law.



**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT)**

This Agreement for Consultant Services ("Agreement") is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** ("District"), with offices located at 1051 South A Street, Oxnard, CA 93030, and **MNS Engineers, Inc.** ("Consultant") with a business address at 4580 E. Thousand Oaks Blvd., Suite 101, Westlake Village, CA 91362. District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District's sole discretion.

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter ("WAL") which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the "Services") pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
- a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the “Standard of Performance”).


21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential (“confidential information”). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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


a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [] does [X] does not qualify as a “designate employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.


29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent , Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: MNS Engineers, Inc.
4580 E. Thousand Oaks Blvd., Suite 101
Westlake Village, CA 91362
Attention: Fred Tice
T: (805) 648-4840
Email: ftice@mnsengineers.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

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

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

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

MNS ENGINEERS INC.:

[Signature]
Signature

JAMES A. SALVIO, PRESIDENT & CEO
Typed Name/Title

29 OCTOBER 2013
Date

Tax Identification Number: 95-2000889

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EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. Evaluation of Proposal: District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. WAL Form: See next page for sample Work Authorization Letter.

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

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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

COMPENSATION & RATE/FEE SCHEDULE

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

MNS Engineers Standard Schedule of Fees

Effective July 1, 2013 through June 30, 2014

Project Management

Principal-In-Charge	\$210
Senior Project Manager	200
Project Manager	185
Project Coordinator	100

Surveying

Principal Surveyor	\$195
Supervising Surveyor	170
Senior Project Surveyor	155
Project Surveyor	140
Senior Land Title Analyst	125
Assistant Project Surveyor	120
Party Chief	125
Chainperson	120
One-Person Survey Crew	170

Technical Support

Supervising CADD/Engineering Technician	110
Senior CADD/Engineering Technician	100
CADD/Engineering Technician	90
Senior GIS Analyst	140
GIS Analyst	120
Senior GIS Technician	110
GIS Technician	95

II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts

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allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

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

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

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

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

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with

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

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

INSURANCE

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

- Not Project Related
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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

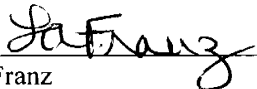
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, is is not subject to disclosure obligations.

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

- Not Project Related
 Project #13-126

**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

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

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

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

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

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

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

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: FRED TICE

Title: PRINCIPAL SURVEYOR

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10.29.2013

Proper Name of Contractor: MINS ENGINEERS, INC.

Signature: 

By: JAMES A. SALVITO

Its: PRESIDENT & CEO

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**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

SCOPE OF SERVICES – PROJECT SURVEYOR

The Project Surveyor’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that project design documents are in accordance with all legal boundaries, representative of actual topographical elevations, and inclusive of all existing improvements including locations, extents, and depths/heights, of all existing structures, slabs, utilities, and other physical infrastructure and other improvements.

1) Boundary Survey-General Requirements:

- a. Obtain a preliminary title report for the assigned property.
- b. Perform a field survey to located boundary monuments related to a project site boundary. If an existing Record of Survey, Parcel Map or Final Map exists for the project site, and sufficient record monuments are found, locate and place the record boundary lines in the topographic mapping. Reference monuments used to place boundary lines in the topographic map will also be shown. No missing or destroyed monuments will be replaced.
- c. If no Record of Survey, Parcel Map or Final Map exists for the project site, perform a field survey in accordance with Business and Professions Code §§8762. Monuments shall be set at property corners or at alternate locations if corner monument cannot be set. A supplemental drawing of the boundary and monuments will be provided to the Client for placement in the topographic mapping. The location of easements and rights-of-way, both over and in favor of subject properties should be included in this proposal, including costs for obtaining a preliminary title report for the subject property if such report is not readily available from the District.

2) Topographic Survey Scope of Services:

- a. Consultant shall retain a qualified underground utility location service to provide thorough data collection and facilitate completion of the work tasks listed below:
 1. Note width of adjoining roadways, width and type of pavement. Identify existing landmarks and monuments;
 2. Plot location of existing structures and corners on the property and structures on adjacent properties within 75 feet;
 3. Locate and describe relevant features, including, but not limited to fences, power poles, light standards, signage, equipment, play structures, and walls;
 4. Show recorded or otherwise known easements and rights-of-way; state the owner of right of each;
 5. Note possibilities of prescriptive rights-of-way and the nature of each;
 6. Establish a minimum of one permanent benchmark on site; description and elevation to nearest .01’. Location of benchmark to be determined by Architect of Record;
 7. Indicate contours at one foot intervals; error shall not exceed one half contour interval;
 8. Indicate spot elevations at each intersection of a 50 foot square grid covering the property;
 9. Provide spot elevations at joint points and match lines where new pavement and/or structures will interface with existing surfaces and/or building finish floor, and roof elevations in the area of project construction;

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10. Provide spot elevations at street or walkway intersections and at 25 feet on center on curb, sidewalk and edge of paving, including center line and far side of street. If elevations vary from established grades, state established grades;
11. Plot location of existing structures, above and below ground, man-made (e.g., paved areas and buildings or structures covered or obscured by trees will be located by conventional survey methods, together with finished floor elevations for all buildings within the survey limits that are to be retained for future use. Individual trees greater than two (2) inches in diameter are to be located by conventional methods. Clusters of trees will be shown by locating the center of the cluster, with a perimeter drip line. Frontage improvements within the survey limits, (such as curbs, gutter, walks, paving and centerlines will be supplemented by conventional survey methods) and natural features; all finish floor elevations and elevations at each entrance of buildings on the property including elevations of adjacent natural grade and/or existing pavement and curbs, cross slopes of adjacent walks, etc.;
12. Retain Underground Utility Location service to:
 - a. Indicate location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to: buried tanks and septic fields serving, or on, the property;
 - b. Indicate location of fire hydrants available to the property and the size of the main serving each;
 - c. Indicate location, depth, and characteristics of power and communications systems above and below grade; and,
 - d. Indicate location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location and elevation of catch basins and manholes, and inverts of pipe at each;
13. Review District archives for relevant information and compare to field observations; Review county recorder and city clerk archives for relevant information and compare to field observations.

3) Reports

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

1. Six (6) copies of complete site survey map, stamped, certified and wet-signed by licensed civil engineer, indicating all information noted above. Digital file must accompany final survey with all information indicated above provided in an Auto Cad file, 2007 and 2010 versions. Layering shall be as directed by the Architect of Record.
2. Add-alternate may be considered for delivery final survey documentation in GIS mapping format for use in 3D design model.

4) Time

The surveys shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

5) Accuracy Standards

Precision of the survey shall be based on the positional accuracy concept. The Surveyor shall recommend positional accuracy limits and error of closure limits for the property being surveyed in the proposal.

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EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

Consultant: MNS Engineers, Inc. ("MNS")

MNS has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent of Business Services, Lisa Cline.

By signing below, a representative of MNS, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

MNS Engineers, Inc. Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc. Date

Oxnard School District Date
Lisa Cline, Assistant Superintendent,
Business and Fiscal Services

- Not Project Related
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CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)
 Program Manager for Oxnard School District
 1901 Victoria Ave, Suite 106
 Oxnard, CA 93035
 ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: Project Name/Site
 PROJECT #: Project #
 PROJECT TYPE: New Const./Modernization
 DATE: Date of Invoice
 INVOICE #: Invoice #
 PERIOD COVERED: Billing Period of Invoice
 PO #: Purchase Order #

VENDOR NAME _____

SUBCONTRACTOR:
 PREPARED BY: _____
 EMAIL: _____
 PHONE #: _____
 FAX #: _____

BASE CONTRACT BILLING FORM										
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING	
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!	#VALUE!
		SUBTOTALS		#VALUE!	#VALUE!	#VALUE!	\$0.00	#VALUE!	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS		#VALUE!
TOTAL DUE THIS INVOICE		#VALUE!

Not Project Related

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Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
 - 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
 - 3 Enter PO # (Purchase Order #) provided to you when contract issued.
 - 4 Feel free to include your company logo if you wish.
 - 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
 - 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.
- First Billing.**
- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
 - 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

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

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

CERTIFICATE OF LIABILITY INSURANCE

11/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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

PRODUCER: Risk Strategies Company, 2040 Main Street, Suite 580, Irvine, CA 92614. CONTACT NAME: Sherry Young. PHONE: 949.242.9240. FAX: 949.596.0866. EMAIL ADDRESS: syoung@risk-strategies.com. INSURERS AFFORDING COVERAGE: Travelers Indemnity Co. of CT, Travelers Property Casualty Co. of Am., ACE American Insurance Co.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Projects as on file with the Insured. Oxnard School District and its respective elected and appointed officers, officials, employees and volunteers are named as additional insureds and primary/non-contributory clause applies to the general and auto liability policies-see attached endorsements.

CERTIFICATE HOLDER: Oxnard School District, Attn: Tylor Middlestadt, 1051 S. A St., Oxnard, CA 93030. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

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

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

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

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

injury" or "property damage" occurs, or the "personal injury" offense is committed.

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

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

"personal injury" is caused by an offense committed:

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

Policy No. BA2220L967

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE- This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS E. TRAILERS -INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE-GLASS J. PERSONAL EFFECTS K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|--|

A. BLANKET ADDITIONAL INSURED

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

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

B. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.S., **Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

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

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II- LIABILITY COVERAGE:**

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II- LIABILITY COVERAGE:**

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS -INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I- COVERED AUTOS:**

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT

Paragraph C.2.. **Limit Of Insurance, of SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE- GLASS

The following is added to Paragraph D., **Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.S., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/David Fateh

Date of Meeting: 8/23/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

 X Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

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

APPROVAL of WORK AUTHORIZATION LETTER #6 NV5 West Inc., for DESIGN PHASE GEOTECHNICAL ENGINEERING SERVICES for the SEABRIDGE K-5 SCHOOL PROJECT (Morales/Fateh/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-154 with NV5 West Inc. (formerly known as BTC Labs Inc.) to provide Geotechnical Engineering Services.

The District, in consultation with CFW recommends issuing Work Authorization Letter #6 to NV5 West Inc., to provide a geotechnical report for the Seabridge K-5 School Project.

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

Master Agreement **#13-154**

Work Authorization Letter **#6**

Consultant: **NV5 West Inc. (formerly known as BTC Labs Inc.)**

Date Issued: **8/23/17**

The attached Work Authorization Letter describes the scope of services requested from NV5 West Inc., and calls for the performance of Design Phase Geotechnical Engineering Services to ensure that the design work is in accordance with DSA.

FISCAL IMPACT

The Design Phase Geotechnical Engineering services will be completed for a lump sum fixed fee of: **Twenty-Seven Thousand Two Hundred Fifty Dollars and Zero Cents (\$27,250.00)**.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL#6 for Master Agreement #13-154 with NV5 West Inc.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #6 - NV5 West Inc. (1 Page)
- NV5 Proposal - Seabridge, dated July 18, 2017 (7 Pages)
- Master Agreement #13-154, BTC Labs Inc. (35 Pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:	DATE: 23-Aug-17
SITE NAME: Seabridge K-5 Elementary School	DSA #
MASTER AGREEMENT #: 13-154	OPSC #
WAL #: 6	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name:	NV5 West Inc
	Street:	1868 Palma Dr. Ste. A
	City, State, Zip:	Ventura CA 93003
	Phone:	805.656.6074

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

For Design Phase Geotechnical Engineering Services at Seabridge K-5 Elementary School. Scope of services includes the following: assess the existing site conditions and review any pertinent reports, plans, geologic & geotechnical data. Perform cone penetration tests and or borings as required. Laboratory testing of soil samples and soil material. Provide engineering analysis and site specific ground motion study. Prepare a geotechnical report presenting a summary of the findings including recommendations for design and construction. Provide infiltration testing if needed as part of this contract.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 8/24/2017	COMPLETION DATE: 10/15/2017
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FIXED FEE AMOUNT: Twenty-Seven Thousand Two Hundred Fifty Dollars (\$27,250.00)

This fee amount is based upon Consultant's proposal dated 7/18/2017 and subsequent negotiations mutually agreed to by all parties

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT	
(SIGNATURE)	(DATE)	(SIGNATURE)
		(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER:	PREPARED BY: Chris Yafuso
P.O. #	P.O. AMOUNT:
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct and Implementation Funds	
COST ID: 6171	

(PM APPROVAL SIGNATURE)	(DATE)
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SPECIAL INSTRUCTIONS:



July 18, 2017

Proposal No.: 2017.06.0179

Oxnard School District

c/o Caldwell Flores Winters, Inc.
1901 S. Victoria Ave. Ste#106
Oxnard, CA 93035

Attention: Chris Yafuso, Assistant Program Manager

Subject: **Proposal for a Preliminary Geotechnical Study
Proposed Seabridge K-5 School Project
Oxnard, California**

Dear Mr. Yafuso,

NV5 West, Inc. is pleased to submit this proposal for a preliminary geotechnical study for the proposed Seabridge K-5 School Project in Oxnard, California. Our proposal was prepared in accordance with your request. This proposal summarizes our understanding of the project, and presents the proposed scope of services with associated estimated costs and schedule. In addition, a brief summary of our qualifications is provided. Per our telephone discussion with Chris Yafuso on July 11, the proposal due date was extended by one week to July 18, 2017.

The purpose of the proposed geotechnical study is to evaluate the geotechnical site conditions as they relate to the proposed improvements, and to provide geotechnical recommendations for the currently proposed development.

The project is subject to Prevailing Wage law.

PROJECT UNDERSTANDING

Our project understanding is based upon the information presented in the RFP for Lease Lease-Back Preconstruction and Construction Services. The conceptual design plan depicts the new campus with five new primary buildings, two shade structures, asphalt and turf playgrounds, a parking lot, and ancillary sitework improvements. The RFP indicates total building square footage is 52,492 square feet for the one and two story buildings. Analysis of the conceptual site plan suggests total building footprint area is approximately 33,730 square feet. Based upon California Geological Survey requirements of a minimum of 1 exploration shaft per 5,000 square feet of building footprint and a minimum of 2 shafts per building, a minimum of 10 exploration points will be required for the field exploration.

The school is an undeveloped lot bounded by sidewalks and some driveways. Anticipated building foundation loads and possible infiltration facility locations are not currently available.

The proposed improvements are not located within a State-designated Earthquake Fault Zone or Earthquake-Induced Landslide Hazard Zone; however the site is located within a Liquefaction Hazard Zone. Furthermore, the Seismic Design S_1 Ground Acceleration Parameter for the project area is greater than 0.75 so a Site Specific Ground Motion Analysis in accordance with CBC section 1616A.1.3 will be required. Shallow groundwater is anticipated at the site at a depth of approximately 5 to 15 feet.

QUALIFICATIONS

NV5 has a uniquely well-qualified team of experienced professionals and the supporting quality management systems to effectively provide whatever geotechnical engineering and construction-quality assurance services that the District may require. Our team brings unique qualifications to the Rio School District, including:

- **Geotechnical Engineering, and Construction Observation, Inspection, and Testing Expertise** and extensive experience with DSA and CGS reviews.
- Extensive **Local Experience** combined with broad **National Expertise** including major school projects, commercial projects, infrastructure and residential projects for local school districts, cities and dozens of local and State agencies.
- One of the **Largest and Most Capable Testing Labs in California**; certified by Caltrans (IA), CCRL, ARML, DSA, OSHPD, Army Corps, and AASHTO (R-18).
- **Accountability**: Our local staff and effective quality systems ensure the District the most cost-effective quality assurance program.

NV5's highly experienced project team will consist of the following lead individuals:

- **Scott Moors, PG, CEG, CHg; Project Principal**: Mr. Moors has over 25 years of directly-related geotechnical experience and be responsible for overall project quality, timely project delivery, and client communication.
- **Shaun Simon, PE, CEG, Engineering Manager**: Mr. Simon has over 15 years of directly-related geotechnical experience and will be in charge of project engineering, project management, and will be in charge of technical quality review of the project. Shaun has completed geotechnical investigations for school projects of similar scope in other areas of Ventura County and surrounding areas.
- **Carlos Amante, PE, GE; Senior Geotechnical Engineer**: Mr. Amante has 23 years of broad geotechnical and earthquake engineering consulting experience where he has consistently demonstrated wide-ranging breadth of knowledge and ability to develop innovative and cost-effective engineering solutions to numerous private and public sector clients.

Our highly experienced project team is completed by our professional and technical staff of geologists, engineers, technicians and inspectors.

SCOPE OF SERVICES

Based upon our current understanding of the proposed development and the anticipated site conditions, we propose the following scope of services:

Task 1 – Project Preparation and Documentation Review: Review existing site geotechnical reports, review plans, and research the available geologic and geotechnical data pertinent to the site.

- Reconnoiter the site to assess the site conditions, mark the proposed borings locations, and coordinate with Underground Service Alert (USA) as required per State mandatory protocol. NV5 will pre-mark boring locations and notify Underground Service Alert, and notify District facility staff of the marked boring locations. NV5 is not responsible for damage to landscaping, irrigation lines, or utilities.

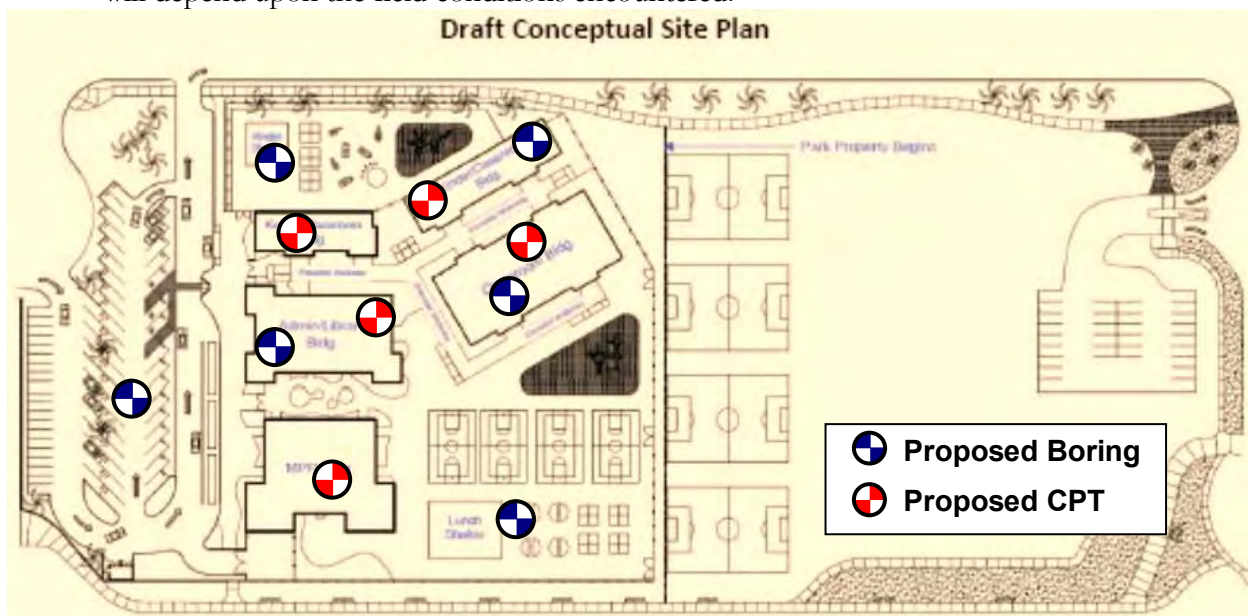
Notice Regarding Underground Utilities: Please note that Underground Service Alert (USA) does not locate utilities within

private property. It is the Client's responsibility to provide NV5 with any available information on locations for all utilities and utility easements situated within the site at least 5 working days before the start of our field investigation. Penetrating the site subsurface is inherently risky. It is impossible to determine with certainty the precise location of all underground structures. NV5's fee is not adequate to compensate for both the performance of the services described herein and the assumption of the risk associated with damaging underground structures. Disruption of utilities or repair of damage to underground structures will be the responsibility of the Client. At the Client's direction, an underground utility locating service can be subcontracted for an additional fee to help clear exploration areas of unidentified utilities to lower the risk of utility damage.

Exploration Permits: Boring permits are not anticipated to be required for this project. If permits are required, an additional scope and fee authorization may be required.

Task 2 – Field Exploration: Subsurface exploration will consist of both Cone Penetration Test (CPT) soundings and hollow-stem auger or mud-rotary borings, as described below and shown in the exploration plan (below). Mud-rotary drilling technique will be required for those borings significantly deeper than the anticipated shallow depth of groundwater (~10 feet).

- Drill, sample, and log approximately six hollow-stem auger and/or mud-rotary borings to a maximum depths ranging from 10 to approximately 50 feet below ground surface. Actual boring depths will depend upon the field conditions encountered. An NV5 geologist will observe the drilling operations and log the underlying materials based on visual observation of soil samples. Relatively undisturbed soil samples and bulk samples will be obtained from the borings at various depths. Depth to groundwater will be measured where encountered, after which the borings will be permanently backfilled with bentonite chips and resurfaced to match original surface conditions. Minor distress to turf at borehole locations may occur. Client shall shut off irrigation water (sprinklers) at least 48 hours prior to scheduled field exploration.
- Advance approximately five CPT soundings. CPTs will be advanced to depths ranging from 30 to 60 feet below ground surface (assume 1 day of CPT operations). Actual CPT depths will depend upon the field conditions encountered.



Boring Backfill: At the completion of the exploratory excavations, the borings and CPTs will be backfilled with cuttings and bentonite chips, however boring backfill may settle over time, and the locations should be checked by maintenance staff.

Drill Cuttings: Drill cuttings will be spread in undeveloped areas of the site.

Fieldwork Hours: Field exploration is planned for normal working hours. If non-standard work hours are required, additional fees will apply.

Hazardous Materials: In the event that suspected hazardous materials are encountered during drilling, as indicated by odor or visually, impacted exploratory excavations will be terminated and arrangements will be made to backfill such excavations with cement grout. NV5 will notify you as soon as possible of such an occurrence, and we will both mutually decide whether to continue, modify, or cease the remainder of the investigation program. All added costs incurred as a result of suspected hazardous substances would be charged on a time and expense basis over and above the fee quotation for the site investigation in accordance with our current fee schedule.

Task 3 – Laboratory Testing: Selected soil samples will be tested to evaluate the engineering characteristics and classify the on-site soil materials. Laboratory tests will be determined based upon the results of the field exploration. Tests will include:

- In-situ moisture and dry density
- Grain-size distribution
- Liquid and Plastic Limits
- Maximum Dry Density and Optimum Moisture
- Atterburg Limits
- Shear strength (direct shear)
- Consolidation Potential
- Expansion Index
- Corrosivity Potential
- R-Value

Task 4 – Engineering Analysis: Engineering analyses will be based on the available research, findings from the field exploration, and laboratory test data; and will include evaluation of:

- Soil profile and classification
- Suitability of foundation material
- Suitability of backfill material
- Seismic Shaking Potential
- Liquefaction potential
- Settlement potential
- Site Grading
- Expansion Potential

Task 5 – Site Specific Ground Motion Study: Due to changes in the 2013 California Building Code, improvements under the purview of DSA require a Site Specific Ground Motion Study when the seismic design parameter, S_1 , is greater than 0.75. The subject site is located in an area with a typical S_1 value greater than 0.75. Site Specific Ground Motion Study will follow requirements in CBC Section 1616.A.1.3, CGS Note 48, and DSA IR A-4.13.

Task 6 – Report: Prepare a geotechnical report presenting a summary of our findings, laboratory analyses, and preliminary geotechnical recommendations for design and construction. The geotechnical report will include:

- Site & Project Description
- Site Location Map, Seismic Hazard Map, Regional Geologic Map, Geotechnical
- Logs of Exploratory Borings, and field investigation procedures
- Laboratory test results and summary of laboratory testing procedures
- Summary of earth materials encountered during exploration
- Discussion of groundwater conditions
- Discussion of seismic hazards including liquefaction, earthquake-induced landslide hazard, fault rupture hazard, strong ground shaking evaluation and peak horizontal ground acceleration based on USGS calculator
- Seismic Settlement and Static Settlement analysis
- Expansive Soil Potential

- Foundation Recommendations
- Recommended allowable active & passive pressures & friction coefficient
- Recommendations for site preparation, grading and earthwork
- Recommendations for utility trench excavation, excavation stability and backfill requirements
- Site Drainage Considerations
- Soil Corrosion Potential
- Discussion of general project conditions and constraints
- Recommendations for construction observation and testing

Task 7 – Project Management: Management of the project includes coordination of the various tasks of the study including field exploration, exploration subcontractors, laboratory testing, and report preparation.

The following services are not included on the estimate above and will be provided at the client's request on a time and material basis. The rates for these services are in accordance with the attached fee schedule.

- Project meetings away from our office.
- Post-report consultation or response to regulatory review comments.
- Any evaluation of hazardous materials.

OPTIONAL Task 8 – Infiltration Testing: If Surface Water Infiltration Management BMPs are anticipated for the project, NV5 can perform percolation testing as an optional additional task. Generally, infiltration testing should be performed in close proximity to the planned infiltration BMP facility so the planned locations must be provided to NV5. For planning purposes, we have assumed that two infiltration tests will be performed at depths ranging from 3 to 8 feet, beginning just below the planned storm water discharge invert depth. We assume infiltration testing will be performed concurrently with the field exploration described in Task 2. Infiltration testing shall be performed in conformance with Los Angeles County Guidelines (GS 200.1) (accepted in Ventura County) and in conformance with US Bureau of Reclamation procedure USBR-7300.

SCHEDULE

NV5 understands that time is of the essence in completing this project. We are prepared to mobilize immediately to contract drillers and implement the field exploration upon authorization to proceed. Our anticipated project schedule is summarized below, subject to availability of drillers and weather delays.

COST ESTIMATE

Based on our current understanding of the proposed project site conditions, NV5 proposes to provide the proposed scope of services for the lump sum fee of Twenty Four Thousand Nine Hundred Fifty dollars (\$24,950). The cost breakdown structure detailed below is for information only. Our fee assumes Prevailing Wage rates apply. The listed fee assumes that all field work will be performed during normal working hours.

If the Optional Task 8 – Infiltration Testing is authorized concurrently with Tasks 1-7, the

additional Lump Sum fee will be Two Thousand Three Hundred dollars, (\$2,300).

Task	Estimated Schedule (Working Days)	Estimated Cost
Tasks 1: Preparation & Utility Clearance	10	\$ 750
Task 2: Field Exploration	3	\$ 11,900
Task 3: Laboratory Testing	10	\$ 3,700
Task 4: Engineering Analysis	8	\$ 2,200
Task 5: Site Specific Ground Motion Study	4	\$ 1,800
Task 6 : Report	10	\$ 3,600
Task 7 : Project Management	--	\$ 1,000
TOTAL LUMP SUM FEE	45	\$ 24,950

Add Optional Task 8 – Infiltration Testing

Task 8 : Infiltration Testing (OPTIONAL)	5	\$ 2,300
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ASSUMPTIONS AND LIMITATIONS

This proposal has been prepared for the exclusive use of the client for the services described herein and is valid for 90 days. NV5 will endeavor to conduct these services in a manner consistent with that level of skill and care ordinarily exercised by members of the profession practicing in the same locality and under similar conditions as this project. NV5 makes no other representation or warranty, either expressed or implied.

The proposed scope and corresponding fees represent NV5’s view of the optimal and most cost-effective scope of work based upon the anticipated conditions and available information regarding the site. Unforeseen circumstances, such as the discovery of subsurface conditions that complicate the study, may occur and require additional services at an additional cost. Our proposal includes the following assumptions and limitations. Please read this section carefully. If you have any questions regarding these items, please contact our office.

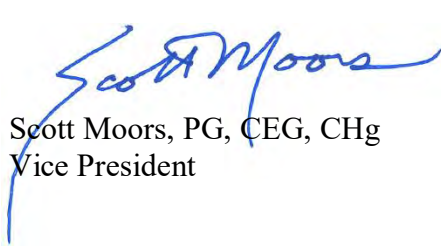
- NV5’s fee estimate is based upon the scope of work and schedule described above. Additional services, or schedule adjustments that may be requested or required due to changes in the proposed project or other conditions, are excluded.
- Time for project meetings away from our office, except as specifically listed herein, is not included in this proposal. If meetings are requested, NV5 will attend on a time-and-materials basis.
- Additional costs resulting from delays in fieldwork due to weather or other factors beyond NV5’s control are not included.
- The proposed scope of work is limited to the characterization of the subsurface soils of the proposed site and does not include a detailed study of groundwater conditions, or geologic hazards not listed above. No evaluation for the presence of hazardous

materials, radon or methane gas, naturally-occurring asbestos, or mold is included in the scope of work for this project. These items can be provided as a separate scope of work if requested.

- NV5 will not be responsible for the excavation, sampling, handling, identification or disposal of any hazardous materials that may be discovered at the site. In the event such materials are encountered, a separate proposal for environmental services will be prepared if requested.

NV5 appreciates the opportunity to present this proposal and we are excited at the prospect of working with you on this project. Should you have any questions or require further assistance, please contact us at (805) 656-6074.

Respectfully Submitted,
NV5 WEST, Inc.



Scott Moors, PG, CEG, CHg
Vice President

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – MATERIALS TESTING, & SPECIAL INSPECTIONS)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **BTC Labs – Vertical Five** (“Consultant”) with a business address at 1868 Palma Avenue, Suite D, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

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shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

Term of Agreement. Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.

5. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
6. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
7. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

8. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

9. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
10. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
11. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

12. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
13. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
14. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
15. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
16. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
17. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.
 - b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
 - c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
18. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.
- a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
 - b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.
19. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the “Standard of Performance”).


20. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential (“confidential information”). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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


a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it does does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

22. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

23. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
24. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
25. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
26. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
27. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.


28. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed Exhibit D “Conflict of Interest Check” attached hereto.

29. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

30. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: BTC Labs – Vertical Five
1868 Palma Drive, Suite A
Ventura, CA 93003
Attention: Scott Moors
T: (805) 656-6074
Email: scott.moors@nv5.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

33. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
34. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
35. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
36. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

- 37. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 38. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 39. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT:

BTC LABS - VERTICAL FIVE:

Lisa A. Franz
Signature

Scott Moors
Signature

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

SCOTT MOORS / President
Typed Name/Title

11-20-13
Date

10-30-2013
Date

Tax Identification Number: 95-6002318

Tax Identification Number: ~~95~~ 27-1979620

Not Project Related

Project #13-154

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

Not Project Related

Project #13-154

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

Not Project Related

Project #13-154

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

COMPENSATION & RATE/FEE SCHEDULE

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

MATERIALS TESTING & SPECIAL INSPECTIONS FEE SCHEDULE

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to BTC Labs)

A. Professional Staff	Standard
Principal Engineer/Geologist/Consultant	\$180
Senior Engineer/Geologist/Consultant (PE, CEG)	\$155
Project Engineer/Geologist/Consultant/Manager	\$130
Staff Engineer/Geologist/Consultant	\$105

B. Field Sampling, Inspection & Testing	Prevailing Wage	Standard
Special (Deputy) Inspector <i>(Concrete, P/T Concrete, Masonry, Welding, Bolting, Fireproofing)</i>	\$86	\$78
Concrete/Asphalt Batch Plant Inspection	\$86	\$78
ACI Concrete Technician	\$86	\$74
Senior Technician* <i>(Soil/Asphalt/Special Testing)</i>	\$88	\$78
Mechanical/Electrical Inspector	\$92	\$90
Roofing/Waterproofing Inspector	\$95	\$85
Nondestructive Exam/Testing (UT/Mag Part./Dye Pen.)	\$92	\$84
Trip Charge (within 25 radius of Lab; if >25 mi. hourly + mileage)		\$30

* Services such as: density by nuclear gauge, Schmidt Hammer readings, pachometer survey, torque tests and pull tests are performed by Senior Technicians

C. DSA / OSPLD Inspection & Testing	Prevailing Wage / Standard
Project Inspector / IOR, DSA Class I	\$110
Project Inspector / IOR, DSA Class II/III	\$95
DSA Masonry / Shotcrete Inspection	\$90
DSA Form 5 (Inspector Qualifications)	\$45 ea.
Special Inspection Verified Report (SIVR/VR)	\$185 (min.) ea.
Laboratory / Geotechnical Verified Report	\$385 (min.) ea.

D. Sample Pickup & Delivery, Mileage	Prevailing Wage	Standard
Sample Pickup (<25mi. radius of Lab) – plus applicable unit price	\$55/hr	
Field Equipment & Supply Delivery (1 hr min)	\$55/hr	
Saturday Pickup (hourly, 4 hr minimum, plus mileage)	\$75 /hr	
Mileage - Field Vehicle (\$30/day minimum charge)	\$0.60/mi	
Mileage - Coring Truck	\$0.70/mi	

See Unit Prices for pickup charges of cylinders, prisms, panels, etc.

E. Support Staff & Special Services	Prevailing Wage	Standard
Laboratory Technician		\$85
File Search, Reissue of Report		\$45 (min.)
Certified Payroll Admin. (0.5 hr min./wk)		\$80
Court Appearance and Depositions (4 hr min)		\$295
Drafting/CADD		\$70
Clerical		\$60

II. MATERIALS AND EQUIPMENT

A. Equipment	Rate
1. Air Meter (Concrete)	\$45/day
2. Calibrated Ram (Pull test)	\$75/day
3. Ceiling Wire Dead-Weight Equip.	\$110/day
4. Concrete Relative Humidity Meter	\$265/day
5. Concrete Slab Moisture Emission Kit	\$55/ea
6. Floor Flatness (plus labor – 4hr min)	\$550/day
7. Generator	\$65/day
8. Ground Penetrating Radar (GPR) – (plus labor – 4 hr min)	\$385/dy
9. Magnetic Particle Equipment & Consumables	\$50/day
10. Nuclear Gauge	\$25/day
11. Pachometer (Rebar) Survey Equipment	\$85/day
12. Schmidt Hammer	\$35/day
13. Skidmore Wilhelm, per day	\$75/day
14. Torque Wrench (Large), per day	\$50/day
15. Torque Wrench (Small), per day	\$15/day
16. Ultrasonic Equipment & Consumables	\$60/day
17. Vehicle – Field Truck	\$55/day

B Diamond Coring (min. charge – field time w/travel + 1 hr. mob./dcmob.)

1. Machine, truck & 1 operator (accessible flatwork only)	\$190/hr	\$150/hr.
2. Machine, truck, operator and helper	\$275/hr	215/hr.
3. Coring Bit Charge		\$2/inch
4. Coring truck mileage (portal to portal)		\$0.70/mi
5. Traffic Control		Per Quote

Not Project Related

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III. LAB TESTS: AGGREGATE & SOIL

A Soils - Geotechnical	
1. Atterberg Limits (LL and PL) - ASTM D4318, CTM 204	\$ 142
2. Consolidation (Incremental Loading) - ASTM D2435	\$ 315
3. Direct Shear, remolded sample - ASTM D3080	\$ 285
4. Direct Shear, undisturbed (ring) sample - ASTM D3080	\$ 235
5. Expansion Index - ASTM D4829	\$ 158
6. Hydrometer analysis (without specific gravity) - ASTM D422	\$ 132
7. Permeability, Constant Head - remolded - ASTM D2434, CT 220	\$ 360
8. pH (soil) - ASTM D4972	\$ 35
9. Resistivity - ASTM G57	\$ 60
10. Resistivity (Minimum), includes pH - CTM 643	\$ 155
11. Soil Cement - Moist.-Dens. or Sample Prep set of 3 - ASTM D558	\$ 240
12. Soil Cement - Wet-Dry Durability - ASTM D559	\$ 1100
13. Soil Cement - Compressive Strength - ASTM D1633	\$ 60
14. Soil Classification - ASTM D2488 - Visual-Manual	\$ 24
15. Soluble Chloride (soils)	\$ 75
16. Soluble Sulfate (soils)	\$ 75
17. Unconfined compression on prepared specimens	\$ 95
B Particle Size Analysis	
18. Sand equivalent (ASTM 2419, CTM 217)	\$ 110
19. Sieve #200 wash only (ASTM D1140, CTM 202)	\$ 65
20. Sieve (coarse or fine only, no wash - ASTM C136, CTM 202)	\$ 85
21. Sieve (coarse & fine w/ wash - ASTM C136, CTM 202)	\$ 105
22. Sieve w/ Hydrometer (ASTM D422, CTM 203, no specific grav.)	\$ 165
C Moisture Density Relationship	
23. Max. Density-Opt. Moisture (4 in. mold) - ASTM D1557, D698	\$ 175
24. Max. Density-Opt. Moisture (6 in. mold) - ASTM D1557, D698	\$ 195
25. Max. Density-Opt. Moist. w/ Rock Corr. - ASTM D1557, D4718	\$ 295
26. Maximum Density Checkpoint (4 in. mold)	\$ 65
27. Moisture & Dry Density (ring samples)	\$ 20
28. Moisture determination (aggregate samples)	\$ 35
29. Caltrans Relative Compaction (Wet Density) - CTM 216	\$ 225
D Aggregate, Soil & Rock	
30. Abrasion Resistance by LA Rattler - ASTM C131, CTM 211	\$ 165
31. Absorption, sand or gravel - ASTM C127, C128	\$ 60
32. California bearing ratio (CBR) with expansion - ASTM D1883	\$ 365
33. California bearing ratio (CBR) at 95% (3 points) - ASTM D1883	\$ 585
34. Cement Treated Base (CTB), compact, cure & test	\$ 225
35. Cement Treated Base - compression (make, cure, test 3 spec)	\$ 565
36. Cement treated Base - stability	\$ 525
37. Clay lumps and friable particles, per primary size - ASTM C142	\$ 115
38. Cleanness Test - CTM 227	\$ 128
39. Crushed particles, per primary size	\$ 165
40. Durability Index (\$120 per size fraction) - CTM 229	\$ 215
41. Fine Aggregate Angularity - AASHTO T304	\$ 175
42. Flat & Elongated Particles (per bin size) - ASTM D4791	\$ 190
43. Lightweight pieces, per size fraction - ASTM C123	\$ 400
44. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 395
b. Lime content, including untreated control sample	\$ 145
45. Mortar making properties of Sand - ASTM C87	\$ 360
46. Mortar Properties - CTM 515	\$ 410
47. Organic Impurities - ASTM C40	\$ 75
48. Petrographic Analysis of Gravel - ASTM C295 (single grading)	\$ 450
49. Petrographic Analysis of WC Sand - ASTM C295 (pre-graded)	\$ 850
50. Potential Reactivity Test - ASTM C289 Chemical Method	\$ 495
51. Potential Reactivity - ASTM C227 Mortar Bar Method (3 month)	\$ 785
Each additional month	\$ 118
52. Potential Reactivity Test - ASTM C1260 Rapid Method	\$ 589
53. Potential Reactivity - ASTM C1293 Mortar Bar w/ Pozz (12 month)	\$ 1600
Extend to 24-months add (C1293 requires Sp. Grav. & Unit Weight)	\$ 800
54. Potential Reactivity Test - ASTM C1567 Rapid-Cement Combo	\$ 760
55. R' Value (HVEEM) (Treated material by quote)	\$ 270
56. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
57. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206)	\$ 100
58. Specific gravity w/ absorption - fine (ASTM C128, CTM 207)	\$ 125
59. Sulfate Soundness, 5 cycle test per primary size - ASTM C88	\$ 325
60. Uncompacted Void Content of Fine Aggregate - AASHTO T304	\$ 145
61. Unit weight - ASTM C29	\$ 72

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement	
1. Alkali content of Portland Cement	Per Quote
2. Grab sample (CCR Title 24) includes 1 year storage	\$ 48
3. Testing individual samples of cement, ASTM C150	Per Quote
B Concrete	
1. Cement content of hardened concrete - ASTM 1085	\$ 550
2. Concrete compression: 6x12 cylinders - ASTM C39:	\$ 25
3. Concrete compression: 4x8 cylinders - ASTM C39:	\$ 20
4. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 9.50
5. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 7.50
6. Concrete cylinder mold (w/ lid - spare)	\$ 5
7. Concrete core compression test - ASTM C42	\$ 35
8. Concrete Trial Batch (includes 6 compression tests)	\$765
9. Concrete Mix Design Review (excludes testing & revisions)	\$230
10. Concrete mix proportion revision	\$150
11. Density of concrete cylinder (unit weight)	\$64
12. Drying shrinkage - ASTM C157 (set of 3, 5 ages)	\$495
13. End preparation of cores, diamond sawing, per cut	\$15
14. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38 ea
15. Flexural strength, 6"x6" beam - ASTM C78 & C293	\$78
16. Shotcrete/Gunite core compression test (not including coring)	\$35
17. Coring of Shotcrete/Gunite panel in laboratory, each core	\$50
18. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38
19. Lab. trial batch, not including specimen tests - ASTM C192	Per Quote
20. Lightweight, insulating concrete compress, 4 req. - ASTM C495	\$50
21. Lightweight insulating concrete - unit weight (oven dry)	\$95
22. Modulus of elasticity, 6"x12" cylinder - ASTM C469	\$215
23. Petrographic analysis of hardened concrete - ASTM C856	Per Quote
24. Poisson's Ratio on 6"x12" cylinders - ASTM C469	Per Quote
25. Splitting tensile - ASTM C496	\$75
26. Non-Shrink (Dry-Pack) Grout - 2"x2"x2"; set of 3	\$96
C Masonry	
1. Absorption - brick, 5 required - ASTM C67	\$ 75
2. Absorption - masonry unit, 3 required - ASTM C140	\$ 45
3. Compressive strength, brick, 5 required - ASTM C67	\$ 45
4. Compression - masonry core	\$ 35
5. Compression - masonry prisms 8"x 8" - ASTM E447 (other sizes by quote - may require cutting charge)	\$ 145
6. Compression - masonry unit, 3 required - ASTM C140 (requires absorption/unit weight tests for Net Area)	\$ 65
7. Dimensions - masonry unit, 3 required	\$ 40
8. Masonry Prism Pickup	\$ 29
9. Masonry Unit Acceptance Test - ASTM C140 (includes absorption, compression, dimensions, unit weight)	\$ 585
10. Compression test, grout specimens	\$ 30
11. Compression test, mortar specimens	\$ 25
12. Diamond sawing of masonry specimens, if required (minimum)	\$ 24
13. Efflorescence, first unit @ \$125, each additional @	\$ 54
14. Linear shrinkage, masonry unit, 3 required - ASTM C426	\$ 98
15. Modulus of rupture, brick, 5 required - ASTM C67	\$ 42
16. Moisture content - masonry unit (as received), 3 required - ASTM C140	\$ 42
17. Shear test on masonry core - CBC 2105A.4	\$ 85
18. Tensile test on masonry block	\$ 190
19. Unit weight, masonry unit, 3 required - ASTM C140	\$ 45
20. Visual Examination & Photo-document Core - CBC 2105A.4	\$ 35

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A General Testing	
1. Processing mill certification (each size & heat)	\$18 ea.
2. Rockwell or Brinell Hardness, average of three readings	\$24 ea.
3. Zinc coating, each item (includes Haz Mat Fee)	\$187
B Reinforcing Steel	
1. Deformation, reinforcing steel	\$40
2. Pre-stress, strand or wire, tensile & elongation	Per Quote
3. Proof test on post-tension assembly	Per Quote
4. Bend Test (rebar)	\$45
5. Tensile test (rebar), up to & including #8	\$45
6. Tensile test (rebar) #9, #10, #11	\$60
7. Tensile test (rebar) #14, #18	\$160
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar)	\$125

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C. Structural Steel

1. Cutting & machining charges	cost + 15%
2. Bend test, structural, all sizes	\$55
3. Tensile test, structural, <3/4" cross-section (cutting & machining extra)*	\$75
4. Tensile test, structural, >3/4" cross-section (cutting & machining extra)*	\$95
5. Flattening test of pipe	\$42

*Tensile and yield by percent offset, add \$85

D. High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer)	\$ 335
2. Bolts - proof load (non-DSA)	\$ 45
Bolts - ultimate load	\$ 65
Bolts - hardness	\$ 35
3. Nuts - proof load	\$ 45
Nuts - hardness	\$ 35
4. Washers - hardness	\$ 35

F. Welding Procedure and Welder Qualification Tests

<i>Coupon thickness (mild steel only)</i>		
	<i>to 3/8"</i>	<i>over 3/8"</i>
1. Fracture bend (fillet)		\$45
2. Macroetch	\$55 ea.	
3. Free bend		\$65
4. Nick break	\$45 ea.	\$35
5. Side, face or root bend	\$28 ea.	\$35
6. Tensile	\$40 ea.	\$50
7. Welder Qualification Records		\$115

Include evaluation of test specimens and preparation of Stamped Welder/Procedure Qualification Records per applicable code
**Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.*
***Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15%, for Outside Direct Costs.*

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$70
3. Fireproofing Bond Pull Test	\$38
4. Roof Tile Strength	\$54
5. Roof Tile Absorption	\$38
6. Roof Cut Tests (total weight only)	\$57
7. Ply count, separation, bituminous content, etc.	Per Quote
8. Jobsite Trailer or Mobile Laboratory	Per Quote
9. Universal Testing Machine (Hourly)	\$150
10. Ground Rod Test (plus travel)	\$150

ADDITIONAL TESTS: BTC LABS and NV5 perform a broad spectrum of field and laboratory testing. This Fee Schedule list only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

VII. ASPHALT & ASPHALTIC CONCRETE

A. Asphalt Pavement Engineering

1. CALTRANS Third Party Resolution Documentation Fee	\$350
2. Pavement Evaluations	\$425 (minimum)

B. Asphaltic Cements And Liquid Asphalts

1. Absolute viscosity @140°F - ASTM D-2171, AASHTO T-202	\$155
Other temperature	\$185
2. Cone penetration - ASTM D-217	\$125
3. Flash point Cleveland Open Cup - ASTM D-92, AASHTO T-48	\$125
4. Kinematic viscosity @140 or 275°F - D-2170, T-201	\$125
Other temperature	\$155
5. Penetration - ASTM D-5, AASHTO T-49 (at 77°F)	\$115
Other temperature	\$135
6. Softening point - ASTM D-36	\$125
7. Solubility in trichloroethylene - ASTM D2042, AASHTO T-44	\$185
8. Specific gravity - ASTM D-70, AASHTO T-228	\$125

C. Emulsions And Slurry Seals

1. Cement mixing - ASTM D-244, AASHTO T-59	\$105
2. Consistency test - ASTM D-3910	\$95
3. Demulsibility - ASTM D-244, AASHTO T-59	\$115
4. Miscibility - ASTM D-244	\$115
5. Particle charge - ASTM D-244, AASHTO T-59	\$75
6. pH determination	\$75
7. Oven cook off (% residue)	\$100
8. Set time - ASTM D-3910	\$85
9. Settlement, 5 or 7 day - ASTM D-244, AASHTO T-59	\$155
10. Slurry seal mix proportion	\$1,750
11. Solids content by evaporation and extraction (slurry)	\$205
12. Storage stability, 1 day - ASTM D-244	\$150
13. Fractional Recovery	\$125
14. Wet Track Abrasion - ASTM D-3910 (prep. not included)	\$270

D. Asphaltic Concrete, Aggregate And Mixes

1. Bulk Specific Gravity (max density, bulk AC) CTM 308, AASHTO T166	
3 pt. I.TMD	\$210
5 pt. I.TMD	\$325
2. Coring of asphaltic concrete - See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Solvent Extraction Method - ASTM D2172	\$325
Ignition Oven Method - CTM 382, 202	\$225
4. Extraction, % bitumen only	
Solvent Extraction Method - ASTM 2172	\$265
Ignition Oven Method - CTM 382	\$145
5. Film stripping - CTM 302	\$165
6. Ignition Oven Correction Factor - CTM 382	\$650
7. Marshall - Stability and flow (core) - ASTM D-1559	\$125
8. Marshall - Stability and flow (bulk) - ASTM D-1559	\$325
9. Marshall - Specific Gravity	\$225
10. Mix proportion - Marshall Method	\$2,900
with R.A.P.	\$3,700
11. Mix proportion - HVEFM Method	\$2,700
with R.A.P.	\$3,500
12. Theoretical Maximum Specific Gravity (RICE) - ASTM D-2041	\$200
13. Moisture content - ASTM D-1461	\$115
14. Recovery of Extracted Asphalt (extraction only) - ASTM D-5404	\$250
15. Recovery of rubber from ARHM extraction	\$115
16. Specific gravity of core - ASTM D-2726	\$60
17. HVEFM Stabilometer test on premixed sample - CTM 366	\$185
Stabilometer test and mixing of sample	\$400
18. Surface abrasion CTM 360	\$445
19. Swell test in conjunction with stabilometer - CTM 305	\$115
20. Resistance to Moisture Induced Damage (untreated) - T-283, CT 371	\$1,700
21. Resistance to Moisture Induced Damage (lime) - T-283, CT 371	\$1,850
22. Viscosity curve for ARHM (% rubber) binder blend - 6 hr.	\$870
- 8 hr.	\$1,200

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

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II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

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

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

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

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

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

- Not Project Related
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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

INSURANCE

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

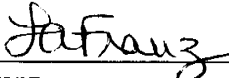
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, is is not subject to disclosure obligations.

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

Not Project Related

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**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

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

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

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

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

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

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

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: Scott Moors

Title: President

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-30-2013

Proper Name of Contractor: BTC LABS - Vertical Five

Signature: 

By: Scott Moors

Its: _____

Not Project Related

Project #13-154

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

SCOPE OF SERVICES – Materials Testing Laboratory & Special Inspections

The Materials Testing Laboratory & Special Inspector's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

1. Qualifications and Special Inspection Services:

- a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

2. General Scope of Services:

- a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- c. Ensure that soils conditions are in conformance to soils report.
- d. Foundation inspection.
- e. Caisson, drilled piers or driven piles inspection.
- f. As-graded soils reports.
- g. Observations and testing during site clearing and mass grading.
- h. Observing the foundations excavations for structures.
- i. Observation and testing during backfilling of utility trenches.
- j. Observation and testing during backfilling around retaining walls.
- k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- l. Observation and testing during asphalt concrete placement.

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m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate. All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

i. Soil, Aggregate & Asphalt

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM DI 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM DI 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

3. Observation and Testing:

a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

4. Concrete Mix Design Review:

- a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. *Tests to be Performed.* The Consultant shall perform the following tests:
- i. Concrete Compression Tests

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- Concrete Cylinders (ASTM C29)
- Concrete Cores (ASTM C39)
- Lightweight Concrete (ASTM C495)
- Insulating Concrete (ASTM C332)
- ii. Concrete Flexural Tests
 - Flexural Test (ASTM C2931C78)
- iii. Steel Reinforcing
 - Tensile (ASTM A61 5)
 - Bend (ASTM A61 5)
- iv. Concrete Aggregate
 - Conformance Test (ASTM C33)
(Sieve Analysis, Deleterious Substances & Soundness)

5. Reinforcing Steel Placement:

- a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
 - i. *Bars.* Size and spacing of bars.
 - ii. *Splices.* Location and length of splices.
 - iii. *Clearances.* Check clearances.
 - iv. *Cleanliness of Bars.* Observe cleanliness of bars.
 - v. *Spacing tolerances.* Confirm spacing tolerances.
 - vi. *Steel Support.* Proper support of steel with ties.

5. Concrete Placement:

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
 - i. *Bar Displacement* Determine that no bars are displaced during the pouring.
 - ii. *Cleanliness of Steel.* Observe cleanliness of steel.
 - iii. *Placement.* Determine adequacy of placement and vibratory equipment.
 - iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
 - v. *Correct Mix.* Determine that the correct mix is being utilized.
 - vi. *Slump.* Monitor slump of each truck.
 - vii. *Temperature.* Record temperature of air and concrete.
 - viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
 - ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
 - x. *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

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6. Compression Testing:

- a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

7. Mix Design Review:

- a. *Grout and Mortar Mixes.* The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms.* During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. *Laboratory Tests.* Laboratory tests shall include:
- i. Masonry Compression Tests
 - Mortar (UBC 21 - 16)
 - Grout (UBC 21 - 18|ASTM GI 01 9)
 - Masonry Prism (ASTM E447)
 - Masonry Cores (ASTM C42)
 - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
 - Dry Shrinkage - Masonry Units (ASTM C426)
 - Sample Pick-up & Delivery
 - ii. Steel Reinforcing
 - Tensile (ASTM A61 5)
 - Bend (ASTM A61 5)
 - Steel Tagging, Pick-up and Delivery
 - iii. Concrete Aggregate
 - Conformance Test (ASTM C404)
(Sieve Analysis, Deleterious Substances and Soundness)

8. Duties:

- a. The consultant's duties shall include the following:
- i. Review mill test certifications of block and reinforcing steel.
 - ii. Inspect to determine size and spacing of dowels.
 - iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
 - iv. Inspect proper lay-up of block units.
 - v. Inspect reinforcing steel prior to grouting.
 - vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
 - vii. Inspect to determine proper consolidation of grout.
 - viii. Check that curing requirements are being followed.

9. Structural Steel:

- a. *Inspection Services.* The CONSULTANT shall provide inspection services for the following:
- i. Field Welding
 - ii. High Strength Bolting

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- iii. Metal Decking
 - iv. Welded Stud Connectors
 - v. Fabrication Shop
- b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:
- i. Ultrasonic Examination
 - ii. Magnetic Particle Examination
 - iii. Liquid Penetrant Examination
 - iv. Radiographic Examination
- c. *Non-Destructive Examinations, Fabrication Shop Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):
- i. Ultrasonic Examination
 - ii. Magnetic Particle Examination
 - iii. Liquid Penetrant Examination
 - iv. Radiographic Examination
- d. *Laboratory Tests.* Laboratory tests shall be performed on the following:
- i. High strength bolts
 - ii. Hardness Test (ASTM A325)
 - iii. Tensile Strength (ASTM F606)

10. Reports

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

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

11. Time

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

12. Accuracy Standards

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.

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CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)
Program Manager for Oxnard School District
1901 Victoria Ave, Suite 106
Oxnard, CA 93035
ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: _____
PROJECT #: _____
PROJECT TYPE: _____
DATE: _____
INVOICE #: _____
PERIOD COVERED: _____
PO #: _____

Project Name/Site
Project #
New Const./Modernization

Date of Invoice
Invoice #
Billing Period of Invoice
Purchase Order #

VENDOR NAME

BASE CONTRACT BILLING FORM												
ITEM #	COST CODE	CONTRACT		CONTRACT SCOPE		COST		% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee		SCOPE OF WORK	FEE	RE-IMB		0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables		SCOPE OF WORK	RE-IMB			0%	#VALUE!	0	#VALUE!	#VALUE!
		SUBTOTALS			#VALUE!				#VALUE!	\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS		#VALUE!
TOTAL DUE THIS INVOICE		#VALUE!

- Not Project Related
 Project #13-154

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

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

First Billing.

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

Subsequent Billings

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

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

Cavignac & Associates

INSURANCE BROKERS
License No. OA99520

450 B Street, Suite 1800
San Diego, CA 92101-8005

Phone 619-234-6848
Fax 619-234-8601
Web Site www.cavignac.com

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

Oct 30, 2013

Re: NV5/Nolte Associates, Inc.

To Whom It May Concern:

Enclosed is a certificate of insurance, as requested. If you have questions or require changes, please contact our office via email (certificates@cavignac.com) or fax (619-234-1239). Please include a copy of the certificate with your request or reference ID number 243844.

Sincerely,

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

cc: Danielle Wooten (Danielle.Wooten@nv5.com)

Certificate of Insurance for NV5/Nolte Associates, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2013

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

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

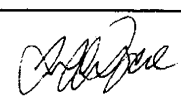
PRODUCER Cavnagac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. OA99520	CONTACT NAME: Certificate Department	
	PHONE (A/C No. Ext): 619-234-6848	FAX (A/C, No): 619-234-8601
E-MAIL ADDRESS: certificates@cavnagac.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: TRAVELERS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

COVERAGES **CERTIFICATE NUMBER:** 243844 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liab/Sev of Int <input checked="" type="checkbox"/> \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	6806B97547A	5/1/2013	5/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Stop Gap Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	BA6B774609	7/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0		CUP4076T902	7/1/2013	5/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB3893T34A	5/1/2013	5/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		AEE7246003	5/1/2013	5/1/2014	Ea Claim \$5,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Agreement for Consultant Services #13-130. Additional Insured coverage applies to General and Automobile Liability for Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers per policy form. Primary coverage applies to General and Automobile Liability per policy form. Prof. Liab. - Claims made, defense costs included within limit. Cavnagac & Associates will provide 30 days notice of cancellation to the Certificate Holder in the event of policy cancellation.

CERTIFICATE HOLDER Oxnard School District 1051 South A Street Oxnard, CA 93030 United States	CANCELLATION <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> AUTHORIZED REPRESENTATIVE Jeffrey W. Cavnagac 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

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

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

C. EMPLOYEE HIRED AUTO

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/David Fateh

Date of Meeting: 8/23/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

 X Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

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

Approval of Change Order No. 008 to Construction Services Agreement #15-198 with Swinerton Builders to adjust costs for the Lemonwood K-8 School Reconstruction (Morales/Fateh/CFW)

The Oxnard School District (“District”) Board of Trustees (“Board”) Facilities Implementation Plan first adopted in January 2013, calls for the reconstruction of the Lemonwood K-8 School (“Project”). The Project includes the construction of new school facilities at the existing Lemonwood school site. The new facilities will provide for a complete K-8 educational program and will consist of a new combined administration and library building, a new multi-purpose room/gymnasium, a 2-story classroom building, kindergarten classroom building and playfields, hardscape and green space to service the new school.

The original Facilities Implementation Plan called for the construction of the new school beginning in phase 2 of the program in 2017-2018 academic year. CFW, working in consultation with District staff, has accelerated the commencement of construction as a result of thoughtful planning and early access to General Obligation Bond dollars that were not projected to be available until the future.

Change Order No. 008 is for approval of one (1) change order request which involved the handling of stock piled soil spoils from the MPR Building pad area while further tests were performed by the environmental consultant.

FISCAL IMPACT

Thirty-Four Thousand One Hundred Fifteen Dollars and Seventy-Five Cents (\$34,115.75) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 008 to Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood Elementary School Reconstruction Project.

ADDITIONAL MATERIAL

Attached: Change Order #008 (2 Pages)
 PCI #0172.1 (18 Pages)
 Construction Services Agreement #15-198, Swinerton Builders (19 Pages)



CHANGE ORDER

Date: 08.23.2017

CHANGE ORDER NO. 008

PROJECT: LEMONWOOD K-8 RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 15-198

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

ARCHITECT SVA Architects, Inc.
3 MacArthur Place, Suite 850
Santa Ana, CA 92707

CONTRACTOR:
SWINERTON BUILDERS
865 South Figueroa St., Suite 3000
Los Angeles, CA 90017
Attn: Mr. Michael Darquea

Architects Proj. No.: 2013-40121
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116026

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

ORIGINAL CONTRACT SUM.....	\$ 29,575,897.91
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-007).....	\$ 1,346,874.22
ADJUSTED CONTRACT SUM.....	\$ 30,922,772.13
NET CHANGE -	\$ 34,115.75
Total Change Orders to Date: 008.....	\$ 1,380,989.97
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 008...	\$ 30,956,887.88
Commencement Date:	May 23, 2016
Original Completion Date:	July 23, 2018
Original Contract Time:	791 Calendar Days
Time Extension for all Previous Change Orders:	157 Calendar Days
Time Extension for this Change Order:	0 Calendar Days
Adjusted Completion Date:	December 27, 2018
Percentage	(4.46%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCI 0172.1 MPR Soils	\$34,115.75			
2.					
3.					
4.					
	Totals	\$34,115.75			

Total Change Order No. 008 \$ 34,115.75

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

DIRECTOR OF FACILITIES:

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



July 27, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0172.1 MPR Building Ph 1a Excavated soils stockpile, test and maintain

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Per the Soils Management Plan prepared by ATC the following additional earthwork and protective measures were implemented; Review SMP and HASP prepared by ATC and provide direction to exposed workers, move and stockpile top three feet of soils from MPR building pad area. Stockpile at remote area so further testing and classification can be completed. Test and protect stockpile for future disposition to be determined.

Phase	Category	Description	Subcontractor	Quote
013520	71140	Review SMP and HASP prepared by ATC	BSI EHS SERVICES AND SOLUTIONS	9,378.66
017416	71130	Cover and maintain stockpile	Swinerton Builders-Material	436.13
017416	71110	Cover and maintain stockpile	Swinerton Builders-Labor	2,858.40
024100	71140	Manage placement of stockpile, provide testing of stockpiled soils.	AMERICAN INTEGRATED SERVICES, INC.	9,650.88
310010	71140	Move and stockpile top three feet of soils from MPR building pad area. Stockpile at remote area so further testing and classification can be completed.	GROUND BREAKERS CONSTRUCTION INC	8,986.00
			Subtotal	31,310.07
007480	71160	Subguard	1.15%	360.07
007410	71160	Builders Risk	0.6%	190.02
007420	71160	General Insurance	1.15%	364.21
007510	71160	P&P Bond	1%	280.16
991000	79999	Change Order Fee	5%	1,611.22
			Markup Subtotal	2,805.68
			PCI Total	34,115.75

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **34,115.75.**



Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within 10 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray
PM

Date: 7/27/2017

Quotation accepted by:
Oxnard School District

By: David Fateh

Date: 8/3/17

RSB

Approved 7 28 2017



ORM is now
BSI EHS Services and Solutions

\$9378⁶⁶

Remit To: 77-0311521

4 North Second Street, Suite 1270
San Jose, CA 95113

tel (408) 790-9200 fax (408) 213-0944

Swinerton Builders
865 South Figueroa St. Suite 3000
Los Angeles, CA 90017

Invoice number 38649
Date 11/30/2016

Project 16-2082 Swinerton - Lemonwood
Elementary School, Oxnard CA

Terms: Net 15

INVOICE TOTAL \$ 8,556.16

Environmental Health and Safety Support

Labor

	Date	Hours	Rate	Billed Amount
Anthony Price Senior Consultant				
Sr. PM - Set up project, coordinate HASP review and site inspection	10/31/2016	1.00	235.00	235.00
Review results and report	11/01/2016	1.00	235.00	235.00
Reviewed final document and emailed to client	11/04/2016	1.00	235.00	235.00
Sr. PM	11/07/2016	1.00	235.00	235.00
Sr. PM	11/08/2016	1.00	235.00	235.00
Sr. PM	11/16/2016	1.00	235.00	235.00
Sandra LaRosa Production Technician				
QCS Format: Swinerton Builders OSD Lemonwood ES	11/03/2016	0.50	90.00	45.00
QCS Format: Swinerton Builders OSD Lemonwood ES	11/04/2016	0.25	90.00	22.50
QCS Format: Swinerton Lemonwood IH Exposure Assessment	11/09/2016	0.75	90.00	67.50
Stacy Welch Management Administrator				
Client Analyst Review	10/31/2016	0.50	90.00	45.00
Stephen Riedman Senior Consultant				
Started reviewing 111-page ATC Soil Management Plan (SMP) and Health and Safety Plan (HaSP) for Lemonwood Elementary School in Oxnard School District. Started writing 2-page letter report with five findings and five recommendations addressing pesticide residue-contaminated soil in the Phase 2 Construction Area.	10/31/2016	2.00	235.00	470.00
Finished reviewing 111-page ATC Soil Management Plan (SMP) and Health and Safety Plan (HaSP) for Lemonwood Elementary School in Oxnard School District. Finished writing 2-page letter report with five findings and five recommendations addressing pesticide residue-contaminated soil in the Phase 2 Construction Area.	11/03/2016	2.00	235.00	470.00

Environmental Health and Safety Support

Labor

	Date	Hours	Rate	Billed Amount
Stephen Riedman Senior Consultant				
Performed a quality review of T.K. Kim's draft Industrial Hygiene exposure assessment air sampling report that measured two employees' exposures to four pesticides from contaminated soil in the Phase 2 Construction Area at the Lemonwood Elementary School in the Oxnard School District. Provided changes to improve the quality of the final report sent to Swinerton.	11/08/2016	2.00	235.00	470.00
Tae Kim Associate Consultant				
Review of soil management and health and safety plan	10/24/2016	2.00	175.00	350.00
Review of soil analysis survey, Review analytes of concern (dieldrin) and required sampling equipment and supplies	10/25/2016	2.00	175.00	350.00
Site visit for scope of work review and scheduling. Sampling equipment information prep and order	10/26/2016	3.00	175.00	525.00
Site visit for sampling - project canceled due to rain by Swinerton	10/28/2016	3.00	175.00	525.00
On site air sampling, sample prep and shipment to lab	10/31/2016	8.50	175.00	1,487.50
Check all regulatory levels for analytes, update report to reflect results, Report writing	11/07/2016	4.00	175.00	700.00
Report update and submission to Box for QR	11/08/2016	2.00	175.00	350.00

Expense

	Date	Billed Amount
Analytical/Lab		
ALS #34-177512 2 NIOSH 5600 and Media	11/02/2016	1,046.40
Mileage		
Tae Kim Site visit for meeting with Bill Gray, PM, regarding scheduling, site review, and scope of of work for air sampling	10/26/2016	54.43
Tae Kim Home to Site RT 114 - Reg commute RT 30		
Tae Kim Site visit for IH air sampling for 2 workers disturbing soil	10/31/2016	54.43
Tae Kim Home to Site RT 114 - Reg commute RT 30		
Postage/Freight		
WWE 10/31/16 T.Kim shipment to ALS Environmental	11/09/2016	113.40
	Subtotal	8,556.16
	Invoice total	8,556.16



JRM is now
BSI EHS Services and Solutions

Remit To: 77-0311521

4 North Second Street, Suite 1270
San Jose, CA 95113

tel (408) 790-9200 fax (408) 213-0944

Swinerton Builders
865 South Figueroa St. Suite 3000
Los Angeles, CA 90017

Invoice number 39340
Date 12/31/2016

Project **16-2082 Swinerton - Lemonwood
Elementary School, Oxnard CA**

Terms: Net 15

Customer Reference #Email Approval By Bill Gray

INVOICE TOTAL \$ 822.50

Environmental Health and Safety Support

Labor

	Date	Hours	Rate	Billed Amount
Anthony Price Senior Consultant				
Sr. PM - Review results of recent soil sampling	12/08/2016	1.00	235.00	235.00
Disposition of Contamination Soil	12/13/2016	1.00	235.00	235.00
Stephen Riedman Senior Consultant				
Reviewed 2 BSI documents (i.e., TK's pesticide air sampling report; and my ATC soil management plan and HaSP review letter), along with laboratory analytical results for soil samples, and then called into meeting where we discussed air sampling results and recommended PPE to help Swinerton address subcontractor employee health concerns and soil management options.	12/13/2016	1.50	235.00	352.50
			Subtotal	822.50
			Invoice total	822.50

Swinerton Builders Concrete Daily Extra Work Agreement

CUSTOMER: _____ DATE: 12-02-16 DAY: FRIDAY
 PROJECT: LEMONWOOD K-8 SB JOB NO. 16055106
 CONTRACT NO. _____ WO NO. _____ SB COST _____

DESCRIPTION OF WORK: COVER CONTAMINATED SPOILS
WITH PLASTIC AND SANDBAGS

LABOR

EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
ADAM DURAND	G.F.	2	2					2
JORGE FRANCO	AP.	2	2					2
Total Labor								4

MATERIALS

DESCRIPTION	.O./QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
SAND BAGS	20	5					\$100
10 MILL BLACK PLASTIC	1 ROLL	20					\$102
Total Materials							\$202

EQUIPMENT/SUBCONTRACTORS

DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT
TOTAL EQUIP./SUB'S					
PAGE TOTAL					


 SWINERTON REPRESENTATIVE

12/2/16
 DATE

OWNER'S REPRESENTATIVE

DATE

Swinerton Builders Concrete Daily Extra Work Agreement

CUSTOMER: _____ DATE: 12-06-16 DAY: TUESDAY
 PROJECT: LEMONWOOD K-B SB JOB NO. _____
 CONTRACT NO. _____ WO NO. _____ SB COST _____

DESCRIPTION OF WORK: COVER CONTAMINATED SPOILS
WITH PLASTIC AND SAND BAGS

LABOR

EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
JORGE MARTINEZ	F	2						2
JORGE FRANCO	AP.	2						2
Total Labor								4

MATERIALS

DESCRIPTION	.O./QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
Total Materials							

EQUIPMENT/SUBCONTRACTORS

DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT
TOTAL EQUIP./SUB'S					
PAGE TOTAL					


 SWINERTON REPRESENTATIVE

12/6/16
 DATE

OWNER'S REPRESENTATIVE _____ DATE _____

Swinerton Builders Concrete Daily Extra Work Agreement

CUSTOMER: _____ DATE: 12-15-16 DAY: THURSDAY
 PROJECT: Lemonwood K-8 SB JOB NO. _____
 CONTRACT NO. _____ WO NO. _____ SB COST _____

DESCRIPTION OF WORK: - COVER CONTAMINATED SOIL
 WITH PLASTIC
 - STAKE OFF AND SAND BAG PLASTIC

LABOR

EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
<u>JORGE MARTINEZ</u>	<u>J.C.</u>	<u>2</u>						
<u>URIEL FIGEROA</u>	<u>C.A.</u>	<u>2</u>						
Total Labor								4

MATERIALS

DESCRIPTION	.O./QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
Total Materials							

EQUIPMENT/SUBCONTRACTORS

DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT
TOTAL EQUIP./SUB'S					
PAGE TOTAL					

[Signature]
 SWINERTON REPRESENTATIVE

12/15/16
 DATE

OWNER'S REPRESENTATIVE _____ DATE _____

Swinerton Builders Concrete Daily Extra Work Agreement

CUSTOMER: _____ DATE: 12-19-16 DAY: Monday
 PROJECT: LEMANWOOD K-8 SB JOB NO. _____
 CONTRACT NO. _____ WO NO. _____ SB COST _____

DESCRIPTION OF WORK: COVER CONTAMINATED SOIL WITH PLASTIC

LABOR

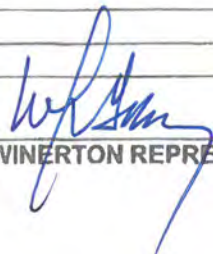
EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
<u>JORGE MARTINEZ</u>	<u>J.C.</u>	<u>3</u>						
<u>URIEL FIGUEROA</u>	<u>A.C.</u>	<u>3</u>						
Total Labor								<u>6</u>

MATERIALS

DESCRIPTION	.O./QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
Total Materials							

EQUIPMENT/SUBCONTRACTORS

DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT
TOTAL EQUIP./SUB'S					
PAGE TOTAL					



 SWINERTON REPRESENTATIVE DATE OWNER'S REPRESENTATIVE DATE

Swinerton Builders Concrete Daily Extra Work Agreement

CUSTOMER: _____ DATE: 12-30-16 DAY: FRIDAY
 PROJECT: LEMONWOOD K-8 SB JOB NO. 16055106
 CONTRACT NO. _____ WO NO. _____ SB COST _____

DESCRIPTION OF WORK: - COVER CONTAMINATED SOIL WITH PLASTIC AND SAND BAG.

LABOR

EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
JORGÉ FRANCO	C. APR.	2						2
DAIEL FIGERDA	C. APR	2						2
Total Labor								4

MATERIALS

DESCRIPTION	.O./QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
Total Materials							

EQUIPMENT/SUBCONTRACTORS

DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT
TOTAL EQUIP./SUB'S					
PAGE TOTAL					


 SWINERTON REPRESENTATIVE

12/30/16
 DATE


 OWNER'S REPRESENTATIVE

12/30/16
 DATE

Swinerton Builders Concrete Daily Extra Work Agreement

CUSTOMER: SWINERTON BUILDERS DATE: 1-27-17 DAY: FRIDAY
 PROJECT: LEMONWOOD K-8 SB JOB NO. 160551de
 CONTRACT NO. _____ WO NO. _____ SB COST _____

DESCRIPTION OF WORK: COVER CONTAMINATED SOIL WITH PLASTIC, SANDBAG AND STAKE OFF TO KEEP PLASTIC IN PLACE DURING STRONG WINDS.

LABOR

EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
JORGE MARTINEZ	J.C	2						2
UMEL FIGEROA	C.A.	2						2
JORGE FRANCO	C.A.	2						2
Total Labor								6

MATERIALS

DESCRIPTION	.O./QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
Total Materials							

EQUIPMENT/SUBCONTRACTORS

DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT
TOTAL EQUIP./SUB'S					
PAGE TOTAL					

Chris Barbato
 SWINERTON REPRESENTATIVE

1/30/17
 DATE

CHRIS BARBATO
 OWNER'S REPRESENTATIVE

1/30/17
 DATE

Swinerton Builders Concrete Daily Extra Work Agreement

CUSTOMER: SWINERTON BUILDERS DATE: 2-07-17 DAY: TUESDAY
 PROJECT: LEMONWOOD K-8 SB JOB NO. 16055106
 CONTRACT NO. _____ WO NO. _____ SB COST _____

DESCRIPTION OF WORK: COVER CONTAMINATED DIRT SPOILS
WITH PLASTIC, SANDBAG AND STAKE OFF
PLASTIC.
ON GOING MAINT.

PCI#

LABOR

EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
ADAM DURANO	G.F.	2						2
URIEL FIGEROA	C.A.	2						2
Total Labor								4

MATERIALS

DESCRIPTION	.O./QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
Total Materials							

EQUIPMENT/SUBCONTRACTORS

DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT
TOTAL EQUIP./SUB'S					
PAGE TOTAL					


 SWINERTON REPRESENTATIVE

2/7/17
 DATE

OWNER'S REPRESENTATIVE _____ DATE _____

**Swinerton Builders Concrete
Daily Extra Work Agreement**

CUSTOMER: SWINERTON BUILDERS DATE: 2-14-17 DAY: TUESDAY
 PROJECT: LEMONWOOD K-8 SB JOB NO. 16055106
 CONTRACT NO. _____ WO NO. _____ SB COST _____

DESCRIPTION OF WORK: COVER CONTAMINATED DIRT SPOILS
WITH PLASTIC, SECURE PLASTIC DOWN
WITH ROPE, AND SAND BAGS
PCI#

LABOR

EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
ADAM DURAND	G.F.	3						3
JORGE MARTINEZ	J.L.	3						3
Total Labor								<u>6</u>

MATERIALS

DESCRIPTION	.O./QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
20x100' 6MIL BLACK POLY SHEETING	2	94.00	9188				
1/4" x 100' ROPE	3	7.77	23.31				
Total Materials							<u>26.13</u>

EQUIPMENT/SUBCONTRACTORS

DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT
TOTAL EQUIP./SUB'S					
PAGE TOTAL					

[Signature]
 SWINERTON REPRESENTATIVE

2/14/17
 DATE

OWNER'S REPRESENTATIVE DATE



November 30, 2017

COR Proposal # 36114-04

Attention: Bill Grey – Project Manager

Swinerton Builders
865 South Figueroa Street
Suite 3000
Los Angeles, CA 90017

Subject: Lemonwood -

Located at: 2200 Carnegie Ct, Oxnard, CA 93033

Task Item:

1. Manage Soil Stockpiles

- American Integrated Services proposes to provide all equipment, two labors, and materials for the management of soil stockpiles on a time and materials basis.
- Duration: 2 days.

Total: **\$8,090.88**

2. Soil Testing

- Provide labor to collect and transport soil samples to BC Labs for testing.
- Provide testing results.

Total: **\$1,560.00**

Grand Total: **\$9,650.88**

Notes and Conditions:

- A. Project scope based on up to (1) mobilization. Additional moves will be charged at \$3,000.00 each.
- B. AIS has the right to withdraw or modify this proposal, if not accepted in writing within 90 days of the above date.
- C. Price assumes no Third Party Air Monitoring, engineering, utility locate or testing other than as described above.

If you have any questions, or need additional information or clarification, please feel free to contact me at (310) 522-1168 or by cell phone at (916) 761-0069.

Respectfully Submitted,
American Integrated Services, Inc.

Dan Wallace
Project Manager

Accepted By: -----

Signature: -----

Date: -----



P.O. Box 92316, Long Beach, CA 90809-2316
(310) 522-1168 FAX (310) 522-0474

DAILY / WEEKLY FOREMAN'S REPORT

PROJECT NAME: Lemonwood Elementary School PROJECT: 36114
ADDRESS: 2200 Carnegie court
LOCATION: Oxnard, CA DATE: 31-Oct-16

LABOR

EMPLOYEE NAME	TITLE	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN	TOTALS
Darry Peake	Sup	8						8
Ignacio Loera	Tech	8						8
Darry Peake (OT)	Sup	4						4
Ignacio Loera (OT)	TECH	4						4
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
SUBTOTALS								

MATERIALS								
MATERIAL DESCRIPTION / SOURCE	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN	TOTALS	
POLYETHYLENE SHEETING - 6 MIL								
55 GAL DRUMS								
TYVEK SUITS								
GLOVES								
Truck	1							
SUBTOTALS								

ADDITIONAL COMMENTS

Level D PPE. Water provided on site.

WORK SUMMARY
Stockpile Management. Assisted the contractor by keeping the pile wet an covering it when done. Arrive at site at 7am assisted contractor to uncover piles of dirt , then went on to keep the piles wet an went on assisting the contractor.

ADDITIONAL NOTES

SUPERVISED / REPORTED BY:
Darry Peake

10/31/2016

NOTES:

PROBLEMS: None
DELAYS: None
ADDITIONAL WORK:
APPROVED BY: Chris Barbato
CLIENT APPROVAL SIGNATURE:
NAME:
TITLE:
COMPANY:
DATE:
COMMENTS:
APPROVAL INITIALS
P.M.
ACCOUNTING
AUDIT



P.O. Box 92316, Long Beach, CA 90809-2316
 (310) 522-1168 FAX (310) 522-0474

DAILY / WEEKLY FOREMAN'S REPORT

PROJECT NAME: Lemonwood Elementary School PROJECT: 36114
 ADDRESS: 2200 Carnegie court
 LOCATION: Oxnard DATE: 1-Nov-16

LABOR

EMPLOYEE NAME	TITLE	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN	TOTALS
Darry Peake	Sup		8					8
Ignacio Loera	Tech		8					8
								0
Darry Peake (OT)	Sup		4					4
Ignacio Loera (OT)	TECH		4					4
								0
								0
								0
								0
								0
								0
								0
								0
SUBTOTALS								0

MATERIALS

MATERIAL DESCRIPTION / SOURCE	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN	TOTALS
POLYETHYLENE SHEETING - 6 MIL							
55 GAL DRUMS							
TYVEK SUITS							
GLOVES							
Truck		1					
SUBTOTALS							

ADDITIONAL COMMENTS

Level D PPE. Water provided on site.

ADDITIONAL NOTES

WORK SUMMARY
 Stockpile Management. Assisted the contractor by keeping the pile wet an covering it when done. Arrive at site at 7am assisted contractor to uncover piles of dirt, then went on to keep the piles wet an went on assisting the contractor. Collected soil samples and transported to the lab for analyzation.

SUPERVISED / REPORTED BY:

Darry Peake

11/1/2016

NOTES:

PROBLEMS: None

DELAYS: None

ADDITIONAL WORK:

APPROVED BY: Chris Barbato

CLIENT APPROVAL SIGNATURE:

NAME:

TITLE:

COMPANY:

DATE:

COMMENTS:

APPROVAL INITIALS

P.M. ACCOUNTING

AUDIT



PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
3/9/17	3669

Bill To

Swinerton Builders
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info

Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033

Qty	Description	Rate	Amount
REMOVING CONTAMINATED DIRT FROM BUILDING TWO AND STOCKPILING IT ON 10/31/16			
28	Laborer	75.00	2,100.00
20	Operator	95.00	1,900.00
8	Excavator Komatsu PC270	200.00	1,600.00
8	Doezer Komatsu D41	170.00	1,360.00
2	Wheel Loader Komatsu WA500	220.00	440.00
2	Trackloader Bobcat 864	140.00	280.00
32	Dump Truck	75.00	2,400.00
	Subtotal		10,080.00
1	15% O&P	1,620.00	1,620.00
CREDIT FOR BUILDIG PAD EXCAVATION			
8	Operator	-95.00	-760.00
8	Excavator Komatsu PC270	-200.00	-1,600.00
1	15% O&P	-354.00	-354.00

Total \$8,986.00

Payments/Credits \$0.00

Balance Due \$8,986.00

Prepared by: _____ Verified by: _____

Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

DAILY T&M CONTRACT log sheet

Date: 10-31-16

GBC Job #: 1607

Customer Name: Swinerton builders

Customer Job #: 16055106

Job Name / Address: Lemonwood elementary school

Description of Work: Removing contaminated dirt from building two, and stockpiling it.

Equipment Mobilization **SEE EQUIPMENT AND LABOR RATES ON BACK OF THIS SHEET**

IN / OUT	Machine	Carrier	Rate	Total

Labor Record

Superintendent 1 Foremen 3 Operators 2 ^{Truck drivers} Laborers Apprentices Truck Drivers

Name	S/F/O D/A/T	In	Out	-Break 30 min.	Hours	Rate	Total
Lynden Putt	L	7:00	3:30	30 min.	8		
Dustin Graber	L	7:00	3:30	30 min.	8		
Melvin Martin	L	7:00	3:30	30 min.	8		
Jonny Tracy	L/O	7:00	3:30	30 min.	4 1/2		
Wendell Hurst	O	7:00	3:30	30 min.	8		
Lloyd Putt	O	7:00	3:30	30 min.	8		

Equipment Record (1 hour minimum if already on-site / 4HR minimum if mobilization is required)

Type	Equipment	Hours	Rate	Total
Excavator	PC270	8		
Dozer	D41	8		
Wheel loader	WA500	2		
Truck loader	864	2		
Trucks	Dump truck X 4	32		

Material Record

Material	Quantity	Total

Track Loaders	Komatsu CK30 / Bobcat T650 & 864
Wheel Loaders	Komatsu WA500 / WA320 / Deere 755
Scrapers	Cat 627 / 623
Mini excavators	Komatsu PC35 / PC50 Excavator
Excavators	Komatsu PC120 / PC210 / PC220 / PC270
Dozers	Komatsu D61 / D41 / D39
Compaction	Cat 84IN / Bomag BW177 / Stone Smooth Drum
Trucks	Service Truck & Tools / Dump Truck / Water
Small Equipment	GPS, wacker, generator, saw, laser, compressor
Attachments	Sweeper / 5,000LBS Class Hydraulic Breaker

Approved By:	Subtotal:
<i>Swinerton Builders</i> Client	8% Overhead:
<i>[Signature]</i> Contractor	10% Profit:
	Total:

CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. DEFINITIONS

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

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

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty –Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

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

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

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

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

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

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

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

SECTION 16. INSURANCE

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

SECTION 17. USE OF PREMISES

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

SECTION 18. SITE REPRESENTATIONS

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

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

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

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

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

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.


SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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

CONTRACTOR

Swinerton Builders

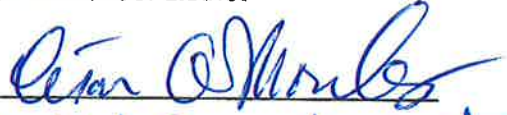
By:  LIA TATEVOSIAN

Title: OPERATIONS MGR

Date: 4/6/16

THE DISTRICT

Oxnard School District,
a California school district

By:  Alan O'Malley

Title: District Superintendent

Date: April 26, 2016

EXHIBIT A

Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/David Fateh

Date of Meeting: 8/23/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

X Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

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

Approval of Dispersal No. 009 from the Lemonwood E.S. Reconstruction Project's Contractor Contingency for payment of Additional Work associated with the Project (Morales/Fateh/CFW)

The Oxnard School District ("District") Board of Trustees ("Board") Facilities Implementation Plan first adopted in January 2013, calls for the reconstruction of the Lemonwood K-8 School ("Project"). The Project includes the construction of new school facilities at the existing Lemonwood school site. The new facilities will provide for a complete K-8 educational program and will consist of a new combined administration and library building, a new multi-purpose room/gymnasium, a 2-story classroom building, kindergarten classroom building and playfields, hardscape and green space to service the new school.

During the Regular Meeting of March 2, 2016, the Board of Trustees Approved Item D-5, the Construction Services Agreement between the Oxnard School District and Swinerton Builders for the Project. During that Meeting, the inclusion of a Seven Hundred Forty-Seven Thousand Seven Hundred Nine Dollar (\$747,709.00) Contractor Contingency was explained. The Contractor Contingency is for payment of very specific items of Work: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency.

Contractor Contingency Allocation No. 009 provides for the Board's approval of a combination of two (2) Proposed Allocation Items due to discrepancies or errors in the Construction Documents and work required by a governmental agency involved with the permitting or approval/certification process that is not shown in the Construction Documents. Contractor Contingency Allocation No. 009 will not increase Contract Time

FISCAL IMPACT

Contractor Contingency Allocation No. 009 will be deducted from the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of **Five Thousand Three Hundred Twenty Dollars and Twenty-Five Cents (\$5,320.25)** to be paid from the Master Construct and Implementation Funds.

The Contractor Contingency is included within the approved total of the Construction Services Agreement for the Lemonwood K-8 Reconstruction Project. The Remaining Contractor Contingency Balance after Allocation No. 009 will be **Forty-Nine Thousand Nine Hundred Sixty-Nine Dollars and Ninety-Nine Cents (\$49,969.99)**.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contingency Allocation No. 009 to Construction Services Agreement #15-198 with Swinerton Builders, for additional items of Work related to the Lemonwood Elementary School Reconstruction Project.

ADDITIONAL MATERIAL

Attached:

- *Contingency Allocation No. 009 (2 Pages)*
- *Swinerton PCI No. 0126 (5 Pages)*
- *Swinerton PCI No. 0128 (7 Pages)*
- *Construction Services Agreement #15-198, Swinerton Builders (19 Pages)*



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: August 23, 2017

CONTRACTOR CONTINGENCY ALLOCATION NO. 009

PROJECT: LEMONWOOD K-8 RECONSTRUCTION PROJECT OWNER: Oxnard School District
 O.S.D. BID No. N/A 1051 South A Street
 O.S.D. Agreement No.15-198 Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc.
 3 MacArthur Place, Suite 850
 Santa Ana, CA 92707

CONTRACTOR:
 Swinerton Builders
 865 S. Figueroa St., Ste. 3000
 Los Angeles, CA 90017
 Attn: Michael Darquea

Architects Proj. No.: 2013-40121
 D.S.A. File No.: 56-22
 D.S.A. App. No.: 03-116026

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

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	747,709.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	(692,418.76)
ADJUSTED CONTINGENCY SUM	\$	55,290.24
NET CHANGE	\$	(5,320.25)
<hr/>		
Total Contingency Allocations to Date:	\$	(697,739.01)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 009.....	\$	49,969.99

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCI 0126 Eliminate roof drains and add scuppers at elevator tower & equipment room		\$3,245.81		
2.	PCI 0128 Add fire/smoke/damper between dirty labs 1 & 2			\$2,074.44	
3.					
4.					
5.					
6.					
7.					
	Totals		\$3,245.81	\$2,074.44	

Total Contractor Contingency Allocation Approval No. 008 \$5,320.25

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND DIRECTOR OF FACILITIES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

DIRECTOR OF FACILITIES:

DATE: _____

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



July 27, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0126 Bulletin 30 Eliminate roof drains and add scuppers at elevator tower and equipment room.

Dear Mr. Burkett,

We request a Change Order to our contract for the following:
 Add scuppers at elevator tower and equipment room.

se	Category	Description	Subcontractor	Quote
075400	71140	Moved wall between elevator and machine room south to accommodate larger elevator space requirements. Replaced RD and added scupper and downspouts.	LETNER ROOFING COMPANY	380.00
076000	71140	Flashing and Sheet Metal	G.E.S. SHEET METAL, INC.	2,596.00
			Subtotal	2,976.00
007480	71160	Subguard	1.15%	34.22
007410	71160	Builders Risk	0.6%	18.06
007420	71160	General Insurance	1.15%	34.62
007510	71160	P&P Bond	1%	29.76
991000	79999	Change Order Fee	5%	153.15
			Markup Subtotal	269.81
			PCI Total	3,245.81

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **3,245.81.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 0 calendar days..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within 10 days of its issuance.
- » This request does not include additional cost or delay due to late approval.



X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray
PM
Date: _____

Bill Gray
2/27/2017

Quotation accepted by:
Oxnard School District

By: David Fateh

Date: 8/3/17

RSB

Approved 7 24 2017

Lemonwood K-8 Reconstruction
Bulletin #30 Narrative

Architecture

A1-11.1: Moved wall between elevator and machine room south to accommodate larger elevator space requirements

A1-11.1A: Moved wall between elevator and machine room south to accommodate larger elevator space requirements

Revised door swing at elevator machine room

A1-11.2: Moved wall between elevator and machine room south to accommodate larger elevator space requirements

A1-11.2A: Moved wall between elevator and machine room south to accommodate larger elevator space requirements

Replaced roof drain with scupper and downspout on lower roof (elevator machine room)

A1-11.3A: Replaced roof drain with scupper and downspout on upper roof (elevator)

A1-11.4A: Moved wall between elevator and machine room south to accommodate larger elevator space requirements

Replaced roof drain with scupper and downspout on lower roof (elevator machine room)

A1-11.5A: Replaced roof drain with scupper and downspout on upper roof (elevator)

A1-21.11: Shown locations of scupper and downspouts at elevator

A1-21.14: Shown locations of scupper and downspouts at elevator

A1-48.2: Moved wall between elevator and machine room south to accommodate larger elevator space requirements

Replaced roof drain with scupper and downspout on lower roof (elevator machine room)

Replaced roof drain with scupper and downspout on upper roof (elevator)

Revised door swing at elevator machine room

A1-48.4: Moved wall between elevator and machine room south to accommodate larger elevator space Requirements

A1-52.1: Revised door size per door schedule

SKA-1: Scupper through wood wall detail

Structural

S-111A: Moved wall between elevator and machine room south to accommodate larger elevator space Requirements

S-111B: Moved wall between elevator and machine room south to accommodate larger elevator space Requirements

S-112A: Moved wall between elevator and machine room south to accommodate larger elevator space requirements

S-112B: Moved wall between elevator and machine room south to accommodate larger elevator space Requirements

S-113A: Moved wall between elevator and machine room south to accommodate larger elevator space requirements

S-113B: Moved wall between elevator and machine room south to accommodate larger elevator space requirements



G.E.S. SHEET METAL

138 ATLANTIC ST., POMONA, CALIFORNIA 91768

G.E.S. JOB #

Date: 5/4/2017

Swinerton Builders

PROJECT:

Lemonwood ES

Attn: B. Gray

Phone:

CHANGE ORDER REQUEST: 006

Fax:

Cost Breakdown for: New Leaderheads and downspouts Bul. 30

Description of work:

See cost to fabricate and install (2) additional leaderheads and downspouts at elevator tower upper roof and lower roof per Bul. 30.

Qty	Unit	Material Description	Unit Cost	Unit		Extension
3	ea	16ga galvanized flat stock 48"x120"	\$116.52	ea		\$ 349.56
1	ea	Welded Wire Mesh	\$42.16	ea		\$ 42.16
1	lot	Soldering Supplies	\$75.00	ea		\$ 75.00
						\$ -
						\$ -
						\$ -
Material Cost						\$ 466.72
Sales Tax @ 9.00%						\$ 42.00
Subtotal						\$ 508.72
15.0% Markup						\$ 76.31
Material Total						\$ 585.03

Qty	Unit	Labor Description	Unit Cost	Unit		Extension
1	Hr	Detail and engineering	\$125.00	Hr		\$ 125.00
7	Hr	Shop fabrication	\$86.13	Hr		\$ 602.91
7	Hr	Journeyman	\$86.13	Hr		\$ 602.91
1	Hr	Foreman	\$92.73	Hr		\$ 92.73
0	Hr	Supervisor	\$95.74	Hr		\$ -
Labor Cost						\$ 1,423.55
15.0% Markup						213.53
Labor Total						\$ 1,637.08

Qty	Unit	Equipment Description	Unit Cost	Unit		Extension
1	Ea	Delivery Charge	\$250.00	ea		\$ 250.00
1	Ea	Zone Pay	\$75.00			\$ 75.00
						\$ -
						\$ -
						\$ -
Equip. Costs						\$ 325.00
15.0% Markup						\$ 48.75
Total Equip.						\$ 373.75

(COR Originator/Title)

Johnny Reeves

NOTE: If any work is performed on this change order request, G.E.S. reserves the right to request payment for the work on its regularly scheduled monthly progress billing. If this billing is denied, a monthly interest charge of 2% will be added to the COR until an official change order is issued.

Cost Subtotal \$ 2,595.87
Adjustment -

Total COR (rounded) \$ 2,596.00



July 27, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0128 RFI #0180 Add Smoke/Fire damper at Dirty Lab 1 & 2

Dear Mr. Burkett ,

We request a Change Order to our contract for the following:

Add Fire /Smoke / Damper between Dirty Labs 1 & 2

Phase	Category	Description	Subcontractor	Quote
230010	71140	RFI #180 FSD at Dirty Lab-1/2	SHELDON MECHANICAL CORPORATION	1,902.00
			Subtotal	1,902.00
007480	71160	Subguard	1.15%	21.87
007410	71160	Builders Risk	0.6%	11.54
007420	71160	General Insurance	1.15%	22.13
007510	71160	P&P Bond	1%	19.02
991000	79999	Change Order Fee	5%	97.88
			Markup Subtotal	172.44
			PCI Total	2,074.44

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **2,074.44.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 0 calendar days..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within 10 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also



acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray
PM
Date: _____

Bill Gray
7/27/2017

Quotation accepted by:
Oxnard School District

By: David Fateh

Date: 8/3/17

RSB

Approved
7 28 2017



SHELDON MECHANICAL CORPORATION

January 27, 2017

Swinerton
865 S. Figueroa Suite 3000
Los Angeles, Ca. 90017

Attn: Mr. Bill Gray

Subject: Lemonwood K-8 School
SMC COR #7 RFI #00180

Dear Bill,

Attached is our itemized cost to furnish and install (1) Fire Smoke Damper with an extended sleeve and duct access door per RFI #00180.

Cost for SMC COR #7 is \$1,902.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083
California State Contractors License Number 463722 - C20 C38

Data	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #7

Sheldon Mechanical Corporation
26015 avenue hall
Santa Clara, CA 91355

DATE	PAGE
01/23/17	1
TIME	
04 22 PM	

Phone 661-286-1361

FAX: 661-287-9081

Description	Ref	Ref Amount	Op	Rate	Amount
1 MATERIAL:					
2 DFI Invoice					145.00
3 SUBTOTAL					145.00
4					
5 MAJOR QUOTATIONS:					
6 EQUIPMENT:					
7					
8 DAMPERS:					
9 NSW					435.00
10 1 Fire/Smoke					
11 SUBTOTAL					435.00
12					
13 SALES TAX:					
14 Material Total	Line 3	145.00	%	9.00	13.05
15 Major Quotations	Line 11	435.00	%	8.00	34.80
16 SUBTOTAL					47.85
17					
18 DIRECT FIELD LABOR:					
19 Layout	Calc	1.00	*	116.10	116.10
20 Install 1 FSD	Calc	3.00	*	96.85	290.55
21 SUBTOTAL					406.65
22					
23 NON-PROD LABOR HRS					
24 Shop Drawings	Calc	1.00	*	106.10	106.10
25 Detailing	Calc	1.00	*	116.10	116.10
26 SUBTOTAL					222.20
27					
28 DIRECT JOB EXPENSES:					
29 Freight	Calc	4.00	*	75.00	300.00
30 Material Handling	Calc	1.00	*	96.85	96.85
31 SUBTOTAL					396.85
32					
33 JOB SUBTOTAL					1,653.55
34					
35 OVERHEAD MARKUP:					
36 Flat Rate Markup	Line 33	1,653.55	%	15.00	248.03
37 Material	Line 3	145.00	%		
38 Major Quotations	Line 11	435.00	%		
39 Sales Tax	Line 16	47.85	%		
40 Direct Field Labor	Line 21	406.65	%		
41 Direct Shop Labor	Line 22	0.00	%		
42 Specialized Labor	Line 22	0.00	%		
43 Indirect Labor	Line 22	0.00	%		
44 Non-Productive Lbr.	Line 26	222.20	%		
45 Direct Job Expenses	Line 31	396.85	%		
46 Sub Contracts	Line 32	0.00	%		
47 JOB TOTAL					1,901.58

NSW

2544 E Miraloma Way, Anaheim, CA 92806-1608
13031 Bradley Avenue Sylmar, CA 91342-3832

NORMAN S. WRIGHT
CLIMATEC
MECHANICAL EQUIPMENT

tel 714.632.9800 fax 714.632.6900
tel 818.367.6100 fax 818.367.1221

Air Handlers-Air Distribution-Air Doors-Gas Chillers-Dampers/Louvers-Energy Recovers-Evap Cooling-Fans/Ventilators-Fan Coils-Gas/Smoke Detection Humidification-Infra-red Heaters-Lab Control
Valves-Kitchen Ventilation-Heating and Make-up Air-Sound Attenuation-Underfloor Air Distribution-VFD-Vehicle Exhaust-Water Source Heat Pumps

Page 1 of 2

Equipment Proposal

Quote # 91541 RFI 180

To: Sheldon Mechanical Corporation

Job: Lemonwood K-8 Reconstruction

Att: Dillon Boute

Loc: Oxnard, CA

By: Mike Kline

Eng: OED

Bid Date: 01-20-2017 RFI 180

Plan Date: 12-23-2016

**NORMAN S WRIGHT CLIMATEC MECHANICAL EQUIPMENT OF SOUTHERN CALIFORNIA IS PLEASED TO
OFFER THE FOLLOWING FOR YOUR CONSIDERATION**

Greenheck Fire Smoke Damper

\$435.00

- 1 Model FSD-212 Class II combination fire smoke damper, 1½ hour rating, 3-V style blades, RRL/OCI resettable link with balde position switches, momentary test switch 16-inch sleeve length / 20-gauge sleeve thickness, retaining angles

F.O.B. factory / FFA

Due to recent volatility in raw material prices, unless quote is accepted within 30 days, and released for shipment within 90 days, prices are subject to change.

All quotations based on best available information and subject to the following

Consignee is responsible for all freight claims. All prior to delivery calls are subject to a surcharge by the freight carrier. All orders entered by NSW So Cal subject to cancellation charges. All agreements are subject to strikes, accidents, or other causes beyond our control. All quotations subject to corrections of clerical or math errors. Acceptance of each order is subject to approval of NSW So Cal credit department, and customer acceptance of NSW SO Cal terms of payment. Payment for partial shipment is due on the basis of invoice dates covering them. Every order is subject to any Federal, State, County, or Local Excise sales or use taxes. Quotations are for prompt acceptance only, and prices are subject to change without notice.



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00180

To:	SVA ARCHITECTS, INC.	RFI Date:	12/23/2016
Attention:	Tom Bardwell	Date Due:	01/05/2017
CC:	Paul Vernier	RFI Type:	Mechanical
	Dick Jones	Priority:	
	Huy Le	Schedule/Activity ID:	
	Kevin Krueger	Document Reference:	
		Spec Section:	
		Status:	Returned

Subject: FSD at Dirty Lab-1/2

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

On sheet M1-11.2.A grid 2 between G and H, 28"x14" duct is passing through a fire rated wall. Please confirm a Fire Smoke Damper is required at this location.

SUGGESTION:

Possible Cost Impact: Yes

Possible Time Impact: Potentially

ANSWER:

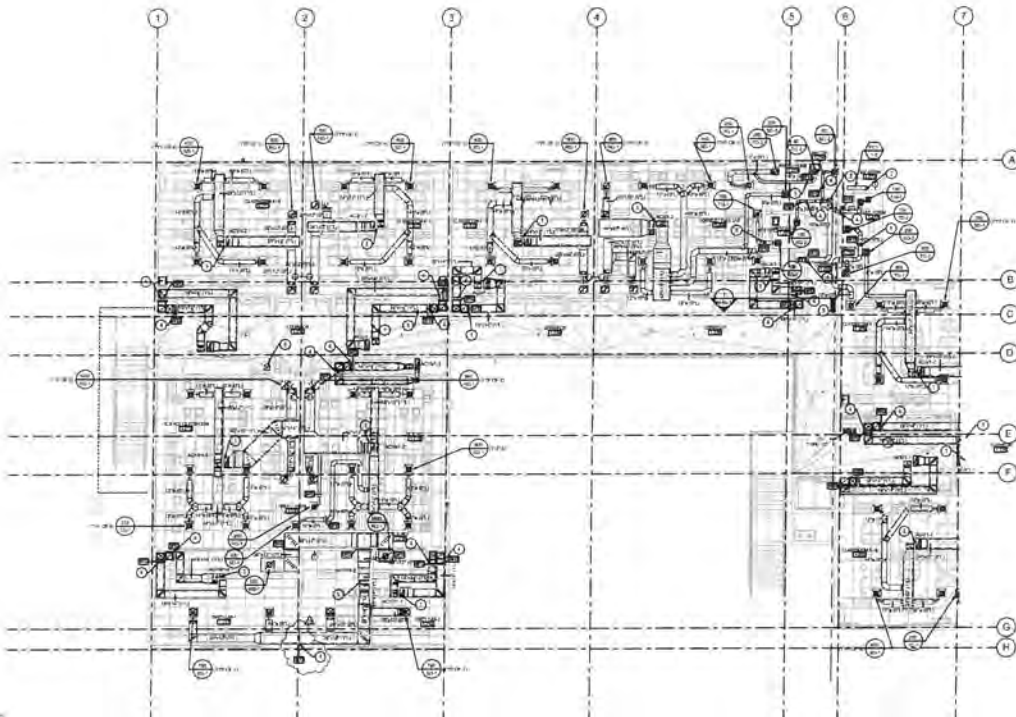
Answered By: Tom Bardwell

Date of Response: 01/16/2017

Fire Smoke Damper is required at this location. Please see attached revised drawing.

ATTACHMENTS:

RFI 13 FSD at Dirty Lab-1 and 2
RFI 180 sketches



- 1. ALL CONTRACTORS SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 2. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
- 3. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
- 4. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
- 5. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
- 6. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
- 7. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
- 8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
- 9. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
- 10. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
- 11. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
- 12. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
- 13. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
- 14. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
- 15. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
- 16. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
- 17. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
- 18. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
- 19. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
- 20. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.

OWNER: ORNARD SCHOOL DISTRICT
 PROJECT NAME: LEMMONWOOD K-8 RECONSTRUCTION
 COUNTY NUMBER: 2000 CANNESSE COUNTY
 COUNTY, CA 95021



REGISTRATION NUMBER: AR 03116026
 DATE: _____

NO.	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

DATE REVISED: 08/11/11
 PROJECT NO: 1101111
 SCALE: As Indicated

SHEET NUMBER: M1-11.2.A
 SHEET TITLE:

CLASSROOM - BLDG.
 1 - MECHANICAL
 FLOOR PLAN - LEVEL
 2 - SEGMENT A



CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. DEFINITIONS

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

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

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty –Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.


SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Swinerton Builders

By:  LIA TATEVOSIAN
Title: OPERATIONS MGR
Date: 4/6/16

THE DISTRICT

Oxnard School District,
a California school district


By: 
Title: District Superintendent
Date: April 26, 2016

EXHIBIT A

Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/David Fateh

Date of Meeting: 8/23/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

CONSIDER APPOINTMENT OF FLEWELLING AND MOODY AS ARCHITECT OF RECORD FOR THE KINDERGARTEN FLEX CLASSROOM PROJECTS AT BREKKE, MCAULIFFE, RAMONA, AND RITCHEN ELEMENTARY SCHOOLS AND APPROVAL OF AGREEMENT #17-116 FOR ARCHITECTURAL SERVICES (Morales/Fateh/CFW)

The Board-adopted June 2017 Master Construct and Implementation Program report verified the District's need for additional flexible use classrooms to accommodate continued operation of the District's Transitional Kindergarten program, additional Kindergarten enrollment, as well as future Special Education requirements. The report identified four new projects at Brekke, McAuliffe, Ramona, and Ritche Elementary Schools to construct two Flex Classrooms at each site to support TK/Kindergarten needs as well as potential Special Education program uses. The adopted June 2017 Master Budget allocates funding for each project utilizing a modular construction method and specifies a highly accelerated 12-month design, DSA approval, and construction schedule.

The existing pool of prequalified architectural firms was reviewed in order to identify a firm that had a combination of preexisting experience with District facilities projects and specifications, and was free of current construction administration obligations, so as to enhance performance per the accelerated schedule. Pursuant to these requirements and discussion with District administration, CFW requested a proposal from Flewelling and Moody Architects. Architectural services were requested to supplement the design and engineering that will be provided on each project by a modular classroom manufacturer, as required to complete the site development for each school.

Flewelling and Moody has an accomplished track record of similar projects that align with the goals set forth within the four projects, and they have demonstrated the commitment and capacity to complete the scope of work on budget and on schedule.

FISCAL IMPACT

The contract provides for the provision of Architectural Services related to the Kindergarten Flex Classroom Projects at Brekke, McAuliffe, Ramona, and Ritche Elementary Schools for the Basic Services Fee of:

Two Hundred Sixty Thousand Dollars and No Cents (\$260,000.00)

In addition to the Basic Services Fee, an additional reimbursable allowance is included for approved expenses not to exceed:

Twenty Thousand Dollars and No Cents (\$20,000.00)

Fees and reimbursements to be paid out of Master Construct and Implementation Program funds.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees appoint Flewelling and Moody as Architect of Record for the Kindergarten Flex Classroom Projects at Brekke, McAuliffe, Ramona, and Ritche Elementary Schools and approve Agreement #17-116 for Architectural Services.

ADDITIONAL MATERIAL

- Architectural Services Agreement #17-116, Flewelling & Moody (46 pages)

OSD AGREEMENT #17-116

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

Flewelling and Moody

AND

OXNARD SCHOOL DISTRICT

August 24, 2017

FOR

**Kindergarten Flex Classroom Projects at Brekke, McAuliffe,
Ramona, and Ritchen Elementary Schools**

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **24th** day of **August, 2017** by and between **Flewelling and Moody**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **815 Colorado Boulevard, Suite 200, Los Angeles, CA 90041** and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **August 24, 2017**. District and Architect are sometimes individually referred to herein as “**Party**” and collectively as “**Parties**.”

RECITALS

WHEREAS, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “**Project**”) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

WHEREAS, the Architect represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1
GENERAL PROVISIONS

1.1 DEFINITIONS. When used in this Agreement, the following terms shall have the meanings set forth below:

1.1.1 “Addendum” shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.

1.1.2 “Additional Services” shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.

1.1.3 “Agreement” shall mean this document and all its identified exhibits, attachments and amendments.

1.1.4 “Architect” shall mean the architectural firm listed in the first paragraph of this Agreement.

1.1.5 “Architect Consultant” shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.

1.1.6 “Architect’s Supplemental Instruction” or “ASI” shall mean a small set of drawings which better explains the intent of the design of a building or structure

1.1.7 “As-Built Documents” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals etc.) showing the condition of the Project as actually built and accepted.

1.1.8 “As-Built Drawings” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.

1.1.9 “Basic Fee” shall mean the compensation provided to the Architect for providing Basic Services.

1.1.10 “Basic Services” shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project, (ii) preparing educational specifications for the Project, and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State..

1.1.11 “Bid” shall mean the written proposal submitted to the District by a Contractor in accordance with the Bid Set for the construction of the Project.

1.1.12 “Bid Set” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.

1.1.13 “Bidder” shall mean the person or entity submitting a Bid.

1.1.14 “BIM” or “Building Information Modeling” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.

1.1.15 “CDE” shall mean the California Department of Education.

1.1.16 “Change Order” or “CO” shall mean a written document between the District and the Contractor that is signed the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.

1.1.17 “Change Order Request” or “COR” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the other party (owner or contractor).

1.1.18 “CHPS” shall mean Collaborative for High Performance Schools.

1.1.19 “Construction Budget” shall mean the Construction Cost, established by the District representative, of the documents and specifications prepared by or under the direction of the Architect, as amended by agreement of the parties during any subsequent phase.

1.1.20 “Construction Cost” shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any of their consultants, (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District, (iii) all costs and fees related to off-site improvements, (iv) all costs incurred to remedy any design or construction defects or errors, and (v) any other Project-related costs and fees typically excluded.

1.1.21 “Construction Documents” shall mean those documents which are required for the actual construction of a project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.

1.1.22 “Construction Manager” shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.

1.1.23 “Construction Document Phase” shall have the meaning set forth in Exhibit B.

1.1.24 “Construction Phase(s)” shall mean individual construction contract packages that are bid separately.

1.1.25 “Constructability Review” shall mean, the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractors can construct the Project as therein depicted without delays, disruptions, or additional costs.

1.1.26 “Contractor” shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.

1.1.27 “Contractor Payment Application” shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.

1.1.28 “Design Bid Build” shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.

1.1.29 “Design Development Phase” shall have the meaning set forth in Exhibit B.

- 1.1.30 “District”** shall mean the Oxnard School District.
- 1.1.31 “District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.
- 1.1.32 “District’s Representative”** shall mean the Superintendent and/or, Deputy Superintendent, Business & Fiscal Services and/or Director of Facilities, or any authorized designee of those officers.
- 1.1.33 “DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 “DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 “Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 “Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.
- 1.1.37 “Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 “Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 “Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 “LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 “Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 “MOU”** shall mean a memorandum of understanding.
- 1.1.43 “Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of construction project.
- 1.1.44 “OPSC”** shall mean the Office of Public School Construction of the State of California.

1.1.45 “Phase” when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

1.1.46 “Potential Change Order” or “PCO” shall mean is a written document before it has been approved and effected by the contractor and owner.

1.1.47 “Principal(s)” shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.

1.1.48 “Project” shall mean the project described hereinafter in Section 3.

1.1.49 “Project Budget” shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, bids for all construction (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.

1.1.50 “Project Director” shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.

1.1.51 “Project Manager” shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.

1.1.52 “Project Schedule” shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.

1.1.53 “Prolog” shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.

1.1.54 “Request for Information” or “RFI” shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.

1.1.55 “SAB” shall mean the State Allocation Board of the State of California.

1.1.56 “Schematic Design Phase” shall have the meaning set forth in Exhibit B.

1.1.57 “Services” shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

1.1.58 “SWPPP” shall mean Storm Water Prevention and Pollution Plan.

1.1.59 “Time Impact Analysis” or “TIA” shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.

1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2 **EMPLOYMENT OF ARCHITECT**

2.1 EMPLOYMENT OF ARCHITECT. The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project, and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES. The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES. The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3 **THE PROJECT**

The Project consists of such works of new construction, modernization and/or improvement that require services to be provided by Architect described more fully on Exhibit A.

SECTION 4 **SERVICES**

4.1 BASIC SERVICES. The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit A**. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during

specified times established under the Project Schedule.

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

4.2.1 Employment of Personnel. The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

4.2.2 Employment of Architect Consultant(s). For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

4.2.3 The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultants shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultants. The Architect's Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant firms proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed firm and/or personnel. If the proposed firm and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

4.2.4 Cooperation with District and Other Consultants. The Architect and its Consultant (s) shall confer and cooperate with District, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.

4.2.5 Project Management Software. The project may be managed through a project management software from design through closeout. Architect will utilize the software as required by the District.

4.2.6 Corrections to Construction Documents and Other Deliverables. The Architect shall revise the Construction Documents as needed to incorporate any and all change orders and other necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultants. The Architect shall also provide any modifications to any deliverables required under **Exhibit A** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

4.2.7 Minutes of Progress Meetings. The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

4.2.8 Independent Reviews; Audits. Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes without limitation written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the design documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

4.2.9 Independent Cost Estimates. The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's required estimates with any independent estimator's estimate.

4.2.10 Inspection of Records; Familiarity with Site and Project. The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

4.2.11 Construction Delivery Methods: Lease-Leaseback. The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

4.2.12 Funding Applications and Approvals. The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

4.2.13 District Design Standards. The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and

equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

4.2.14 Storm Water Prevention and Pollution Plan (SWPPP). The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the **required regulatory approvals** and permits.

4.2.15 Changes. The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

4.2.15.1 Changes Required to Meet Construction Budget. If the lowest responsible bid exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope of the project for re-bidding at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.2.17 Deliverables. Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibit A**.

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements, (ii) revisions that should have been implemented during design or (iii) necessary to comply with applicable laws, rules, or regulations.

4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultants, including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor, or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect’s Basic Services, and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultants.

SECTION 5
ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

Two Hundred Sixty Thousand Dollars and no Cents (\$260,000.00)

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in **Exhibit A**, and approval of invoices satisfactory to the District , in amounts not to exceed the percentages for each Phase as set forth in the following Table:

Architectural Phases		
1	Project Initiation Phase	2.0%
2	Development of Architectural Program	2.0%
3	Schematic Design Phase	10.0%
4	Design Development Phase	17.0%
5	Construction Documents Phase	40.0%
6	Bidding Phase	2.5%
7	Construction Phase	20.0%
8	Project Close Out Phase	6.5%
Total Basic Fee		100.0%

5.1.1.1 Invoices. Invoices may be submitted at the end of each phase in the Table above or as a monthly progress billing per each phase, except that the construction

administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit C**, provided that payment will be made as follows: (i) three percent (3%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit A**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

5.4.1 PRIOR APPROVAL. The District will not be obligated to pay for any service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.2 REIMBURSABLE EXPENSES. The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed \$20,000.00:

5.4.2.1 Travel and Mileage. Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

5.4.2.2 Reimbursable Reprographic Services. Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit A**.

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit B**, attached hereto.

5.5.1.2 Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted

FINAL INVOICE FOR THE KINDERGARTEN FLEX CLASSROOM PROJECTS AT BREKKE, MCAULIFFE, RAMONA, AND RITCHEN ELEMENTARY SCHOOLS. The

Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

5.5.5 Combined Invoices. Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

6.1.1 For Cause. The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceed the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in

no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 ARCHITECT DEFAULT. The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

6.2.1 Inability to pay debts and Failure to Pay Architect Consultants. At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants providing services in connection with this Agreement.

6.2.2 Assignment for the benefit of creditors. An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.

6.2.3 False or misleading. Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

6.2.4 Failure to Provide Acceptable Design. The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.

6.2.5 Defective Services; Errors or Omissions; Failure to Perform. The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

6.2.6 Willful violation. The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

6.2.7 Failure to Cooperate with DSA. Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU Process will constitute an automatic default.

6.2.8 Unapproved Assignment. The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

6.2.9 Disregard of District Authority or Direction. The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

6.2.10 Violation of Applicable Law. The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

6.2.11 Failure To Maintain Errors and Omissions Insurance. The Architect fails to maintain the insurance required pursuant to Section 11.2.2.3 herein.

6.3 DISTRICT REMEDIES

6.3.1 General Remedies. If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

6.3.2 Withholding Payment. If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

6.3.3 Stop Work. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

6.3.4 Errors & Omissions; Additional Costs. In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

6.3.5 Self Help. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants

made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 District's Representative: The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 Site Survey. The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site.

7.1.3.2 Geologic Hazards Investigation Survey. The District shall have caused to be performed any geological hazards or investigation survey required by State authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 Special testing and Inspection. The District shall furnish special testing and inspection services as required by law.

7.1.3.4 Checking and Permit Fees. The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 Advertising. The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 District Inspector. The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may

assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit A** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final Site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents; nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit A** during each Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9
PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the project schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder, (ii) the performance of Services, or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10
DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In

addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultants for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant, and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

10.3 COPYRIGHT. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

10.5 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any.

10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11 INDEMNIFICATION. INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify, defend and hold the District, the District's Representative, and their respective Board members, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

11.1.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and

11.1.1.2 Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.

11.1.2 To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services or willful misconduct by the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

11.1.3 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent caused by the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

11.1.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.2 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2.1 Minimum Limits of Insurance. The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.

11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.

11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies. The “retro date” must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds (“Additional Insureds”). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect’s insurance and shall not contribute with it.

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

11.2.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant, as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

12 **RESOLUTION OF CLAIMS.** Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims. For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the Construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.1 RESOLUTION OF OTHER DISPUTES. Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.2 SUBMISSION OF A CLAIM

12.2.1 By the Architect. The Architect's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect's Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect's statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the "Statement of Dispute"). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect's time for performance. Adequate supporting data for a Statement of Dispute involving the Architect's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.2.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events. Notwithstanding the foregoing, the District shall not be able to commence or assert a claim beyond the applicable statute of limitations.

12.3 CLAIMS RESOLUTION PROCESS. The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

12.3.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled “Mediation.” The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.3.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.3.3.1 Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.3.3.2 Submission to Mediation and Selection of Mediator. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.3.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.4 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13 **NOTICES**

13 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Oxnard School District
Att: Dr. Cesar Morales–Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

Flewelling and Moody
Att: Scott Gaudineer, President/CEO
815 Colorado Boulevard, Suite 200
Los Angeles, CA 90041

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project or projects until the Architect’s duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and

construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultants to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit C** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15

MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. In as much as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

15.2 SEVERABILITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.3 ENTIRE AGREEMENT. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

15.5 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the standard of care of the Architect for its services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the

Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the contract documents or in any way to affect the terms and provisions set forth herein.

15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: _____
Scott Gaudineer
Title: _____
President/CEO
Date: _____

District

By: _____
Dr. Cesar Morales
Title: _____
Superintendent
Date: _____

Exhibit A

Project



Proposal for: Oxnard School District Oxnard, California

New Kindergarten/Flex Facilities at: Brekke Elementary School
McAullife Elementary School
Ramona Elementary School
Ritchen Elementary School

Flewelling & Moody, Inc. Project # 2781

Submitted to:
Caldwell Flores Winters, Inc.
1901 Victoria Avenue, Suite 106
Oxnard, California

August 3, 2017

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I. Project Description

A. Summary

There is a need in the District to accommodate a growing enrollment due to the transitional kindergarten program immediately and to accommodate future special education requirements. A new modular facility consisting of a kindergarten and flex classroom that may support tk/kindergarten classrooms needs as well potential special education program uses are to be designed and constructed at the following campuses:

Brekke Elementary School
McAuliffe Elementary School
Ramona Elementary School
Richen Elementary School

The proposed modular manufacturer is Silver Creek Industries, Inc.

Each campus shall require site work, including grading and earthwork in areas of the existing kindergarten classrooms to create building pads (reference June 2017 Master Construct & Implementation Update by Caldwell Flores Winters, Inc.), new concrete accessible walkways to the buildings, modifications to existing water, sanitary, electrical, fire alarm and low voltage systems, landscaping and irrigation. It is assumed that the locations of the proposed buildings are relatively flat and there are no significant site drainage requirements. It is also assumed that the buildings will not be required to have fire sprinkler systems and that the campus water, sanitary, electrical, fire alarm and low voltage systems do not require upgrades or replacement.

B. Classroom Features

1. Each classroom shall have IT capability per current District standards.
2. Typical classrooms are 36' by 40', with two door entries along with two windows for each classroom, a shared work room and restrooms.
3. Each classroom shall have its own HVAC unit with individual controls and shall be wall mounted.
4. Interior finishes include tack able wall surfaces, carpeting, and suspended acoustical tile ceilings with 2x4 LED dimmable light fixtures.
5. Casework in the shared workrooms shall meet District standards as outlined in its Vision and Specifications document

II. Scope of Services

A. Basic Services:

1. Architecture, Civil Engineering, Landscape Architecture and Electrical Engineering (fire alarm and low voltage systems only) Plumbing Engineering services for Schematic Design, Design Development, Construction Documents, Bidding/Negotiation and Construction Administration phases.
2. Based on information provided by the District (including topographic surveys, geotechnical investigations, existing building record drawings, and programmatic directions), the Architect and its team shall prepare, for review and approval by the District, drawings and specifications, sufficient for the purpose of communicating design intent to the District, and as required to review by agencies having jurisdiction (DSA, CDE and the Oxnard City fire department) and as necessary to perform construction.
3. The team shall review proposed modular building drawings with District staff and modular manufacturer to establish acceptable conformance to District requirements. Services shall include up to four (4) meetings between September 1, 2017 and submission to DSA (Mid- November 2017), one (1) meeting with CDE and one (1) meeting with the City of Oxnard Fire Department.
4. Coordination of utility connections to the buildings. The District shall provide required services and information to determine locations of existing underground utilities and documentation of existing fire alarm and low voltage systems.
5. Assistance with DSA submittal and approvals. It is anticipated that each campus will be submitted as a separate application. Services include 1 pre-intake meeting (if required) with DSA staff and up to 2 review meetings to achieve DSA approval. The District is aware of the new criteria in effect for providing notice to DSA as to the anticipated submission date for review.
6. Assistance to District during the bidding process for the site work. Services include two (2) coordination meetings. It is assumed that all campuses shall be bid as one project to a single contractor.
7. Construction administration and DSA closeout. It is assumed that all campuses shall be constructed at the same time. Services shall include a maximum of four (4) site visits - reviewing all campuses at the same visit, to verify general conformance of the work with the approved Contract Documents, and to advise the District and contractor of any observable deviations accordingly.

B. Additional Services:

The following are not included in Basic Services and shall be invoiced separately, based on hourly rates per Exhibit "A" in this proposal:

1. Constructability and potential cost saving options (value engineering) after DSA approval.
2. Changes to the DSA approved documents or additional scope of work requested by the District (Owner-Requested Changes).
3. Building engineering and systems including structural, mechanical, electrical (lighting and power), plumbing, and fire protection (fire sprinkler) within the buildings and associated site work for fire protection systems.
4. Civil Engineering of any site drainage systems and additions/modifications for parking or drop-off areas.
5. Client, contractor and DSA meetings and site visits exceeding those described in Basic Services.
6. All additional services shall be approved by the Client in writing prior to the start of the work.
8. Payment of any and all fees at the request of the District. Fees shall be reimbursed at cost plus ten percent (10%).
9. Development of a SWPPP plan.

C. District Responsibilities:

1. District is responsible for all fees associated with required approvals.
2. District shall pay for required in-plant and site inspection and testing as required by DSA. Inspectors shall be approved by the Architect to determine capabilities and acceptance for the project.
3. The District shall require the modular manufacturer to design the building foundations per the geotechnical report.
4. The District shall provide all pertinent record drawings for each campus.
5. The District shall provide a geotechnical report to ascertain the local soils conditions and provide recommendations for grading and foundation design.
6. The District shall provide a topographic survey for each campus site.

III. Project Construction Budget

The estimated project cost for each campus, per the CFW’s estimate as of June 2017 is approximately \$1.2 million. The total project costs are \$4.8million.

IV. Project Team

Architect	Scott Gaudineer, AIA, C-14211, Architect of Record
Civil Engineer	Phoenix Civil Engineering, Inc.
Landscape Architect	Oasis Associates
Plumbing and Electrical Engineer	Budlong and Associates, Inc.

V. Project Delivery

The project delivery methodology shall be via an approved “piggyback’ contract for the buildings and a single contractor for the site work and utilities.

VI. Project Timeline

Work shall be accomplished to meet an anticipated to DSA in November 2017 assuming the modular manufacturer has submitted complete construction documents complying with a DSA PC approval available for coordination by October 15, 2017. DSA approval is expected to be a standard submission and approval process. Construction is anticipated beginning in the second quarter of 2018 with substantial completion by the start of school in August 2018. The final schedule shall be determined by the District and CFW with the assistance of the selected contractor.

VII. Fee Structure

A. Basic A/E Services Fee- to be broken down per the agreement

TOTAL.....\$260,000.00

B. Reimbursable expenses (Not to Exceed) \$20,000.00

END OF PROPOSAL

Exhibit “A”

SCHEDULE OF BILLING RATES Effective January 1, 2017

Principal	\$250.00
Project Manager	\$190.00
Senior Design Architect	\$175.00
Architect II	\$150.00
Architect I	\$125.00
Senior CA Field Representative	\$175.00
CA Field Representative II	\$150.00
CA Field Representative I	\$125.00
Senior Designer	\$150.00
Designer II	\$125.00
Designer I	\$110.00
CADD III	\$110.00
CADD II	\$90.00
CADD I	\$75.00
Senior Tech Assistant	\$105.00
Tech Assistant II	\$90.00
Tech Assistant I	\$75.00
Accountant	\$160.00
Accounting I	\$125.00
Accounting Clerk	\$75.00
Secretary III	\$90.00
Secretary II	\$75.00
Secretary I	\$50.00

Consultant hourly rates shall be at cost plus 15%

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances. Reimbursable expenses shall be invoiced at cost plus 10%.

EXHIBIT B

INVOICE APPROVAL LETTER & BILLING COVER SHEET

Date: XX/XX/XXXX

Project No. X: XXXX

Consultant: XXXX

(CONSULTANT NAME) has submitted Invoice No. XX for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and David Fateh, Director of Facilities at the Oxnard School District.

By signing below, a representative of (CONSULTANT NAME), hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

(CONSULTANT NAME)

Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc.

Date

Oxnard School District

Date

David Fateh, Director of Facilities

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**
Program Manager for XXXX
1901 Victoria Ave, Suite 106
Oxnard, CA 93035
 ATTN: Chris Yafuso (cyafuso@aimcsworld.com)

PROJECT: X
 Project #: X
 PROJECT TYPE: New Construction/Modernization
 DATE: xx/xx/xxxx
 INVOICE #: Invoice # xxx
 PERIOD COVERED: Billing Period of Invoice x/x/xx to x/x/xx
 PO #: _____

VENDOR: _____
 PREPARED BY: _____
 EMAIL: _____
 PHONE #: _____
 FAX #: _____

STEP 2 STEP 1

do not type in this column, it changes automatically Step 2: enter total value complete to date in this column, the percentage columns will change automatically Step 1: manually enter values from last months green column into this column do not type in this column, changes automatically do not type in this column, values will change automatically

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	VALUE	#VALUE!	\$ -	\$ -	#VALUE!	\$ -
2	COST ID	Base Contract - Re-Imbursables	SCOPE OF WORK	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!	\$ -
SUBTOTALS				\$ -		\$ -	\$ -		\$ -

Send Invoice & Release for this Value:

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	\$ -
TOTAL DUE THIS INVOICE	\$ -

EXHIBIT "C"

FINGERPRINTING REQUIREMENTS

SECTION 00510

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may

come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contract with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/David Fateh

Date of Meeting: 8/23/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

X Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

APPROVAL OF AMENDED AGREEMENT #17-49 FOR ARCHITECTURAL SERVICES WITH IBI GROUP FOR THE ROSE AVENUE ELEMENTARY SCHOOL RECONSTRUCTION PROJECT (MORALES/FATEH/CFW)

At the June 21, 2017 meeting, the Board approved an agreement for architectural services with IBI Group for the Rose Avenue Elementary School Reconstruction Project. Design activities for the project are currently underway.

Upon further review, IBI Group requested certain changes to the approved agreement to reflect proposed revised language from IBI Group's legal representatives. The requested changes were reviewed and evaluated by CFW and the District's legal counsel and agreed upon with IBI Group. No changes to the agreed upon fees or scope of work are proposed at this time.

FISCAL IMPACT

None

RECOMMENDATION

It is the recommendation of the Superintendent, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Amended Agreement #17-49 for Architectural Services with IBI Group for the Rose Avenue Elementary School Reconstruction Project.

ADDITIONAL MATERIAL

- Amended Architectural Services Agreement #17-49, IBI Group (118 Pages)

AMENDED OSD AGREEMENT #17-49

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

IBI Group

AND

OXNARD SCHOOL DISTRICT

August 24, 2017

FOR

Reconstruction of Rose Avenue K-5 School

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **24th** day of **August, 2017** by and between **IBI Group**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **4119 Broad Street, Suite 210, San Luis Obispo, CA 93401** and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **August 24, 2017**. District and Architect are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “**Project**”) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

WHEREAS, the Architect represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1
GENERAL PROVISIONS

1.1 DEFINITIONS. When used in this Agreement, the following terms shall have the meanings set forth below:

1.1.1 “Addendum” shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.

1.1.2 “Additional Services” shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.

1.1.3 “Agreement” shall mean this document and all its identified exhibits, attachments and amendments.

1.1.4 “Architect” shall mean the architectural firm listed in the first paragraph of this Agreement.

1.1.5 “Architect Consultant” shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.

1.1.6 “Architect’s Supplemental Instruction” or “ASI” shall mean a small set of drawings which better explains the intent of the design of a building or structure

1.1.7 “As-Built Documents” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals etc.) showing the condition of the Project as actually built and accepted.

1.1.8 “As-Built Drawings” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.

1.1.9 “Basic Fee” shall mean the compensation provided to the Architect for providing Basic Services.

1.1.10 “Basic Services” shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project, (ii) preparing educational specifications for the Project, and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State..

1.1.11 “Bid” shall mean the written proposal submitted to the District by a Contractor in accordance with the Bid Set for the construction of the Project.

1.1.12 “Bid Set” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.

1.1.13 “Bidder” shall mean the person or entity submitting a Bid.

1.1.14 “BIM” or “Building Information Modeling” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.

1.1.15 “CDE” shall mean the California Department of Education.

1.1.16 “Change Order” or “CO” shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.

1.1.17 “Change Order Request” or “COR” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the other party (owner or contractor).

1.1.18 “CHPS” shall mean Collaborative for High Performance Schools.

1.1.19 “Construction Budget” shall mean the Construction Cost established by the District representative, as amended by the District in its sole discretion.

1.1.20 “Construction Cost” shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any of their consultants, (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District, (iii) all costs and fees related to off-site improvements, (iv) all costs incurred to remedy any design or construction defects or errors, and (v) any other Project-related costs and fees typically excluded.

1.1.21 “Construction Documents” shall mean those documents which are required for the actual construction of a project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.

1.1.22 “Construction Manager” shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.

1.1.23 “Construction Document Phase” shall have the meaning set forth in Exhibit B.

1.1.24 “Construction Phase(s)” shall mean individual construction contract packages that are bid separately.

1.1.25 “Constructability Review” shall mean, the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractors can construct the Project as therein depicted without delays, disruptions, or additional costs.

1.1.26 “Contractor” shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.

1.1.27 “Contractor Payment Application” shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.

1.1.28 “Design Bid Build” shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.

1.1.29 “Design Development Phase” shall have the meaning set forth in Exhibit B.

- 1.1.30 “District”** shall mean the Oxnard School District.
- 1.1.31 “District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.
- 1.1.32 “District’s Representative”** shall mean the Superintendent and/or, Deputy Superintendent, Business & Fiscal Services and/or Director of Facilities, or any authorized designee of those officers.
- 1.1.33 “DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 “DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 “Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 “Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.
- 1.1.37 “Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 “Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 “Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 “LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 “Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 “MOU”** shall mean a memorandum of understanding.
- 1.1.43 “Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of construction project.
- 1.1.44 “OPSC”** shall mean the Office of Public School Construction of the State of California.

1.1.45 “Phase” when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

1.1.46 “Potential Change Order” or “PCO” shall mean is a written document before it has been approved and effected by the contractor and owner.

1.1.47 “Principal(s)” shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.

1.1.48 “Project” shall mean the project described hereinafter in Section 3.

1.1.49 “Project Budget” shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, bids for all construction (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.

1.1.50 “Project Director” shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.

1.1.51 “Project Manager” shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.

1.1.52 “Project Schedule” shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.

1.1.53 “Prolog” shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.

1.1.54 “Request for Information” or “RFI” shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.

1.1.55 “SAB” shall mean the State Allocation Board of the State of California.

1.1.56 “Schematic Design Phase” shall have the meaning set forth in Exhibit B.

1.1.57 “Services” shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

1.1.58 “SWPPP” shall mean Storm Water Prevention and Pollution Plan.

1.1.59 “Time Impact Analysis” or “TIA” shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.

1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2 EMPLOYMENT OF ARCHITECT

2.1 EMPLOYMENT OF ARCHITECT. The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project, and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES. The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES. The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3 THE PROJECT

The Project consists of such works of new construction, modernization and/or improvement that require services to be provided by Architect described more fully on Exhibit A.

SECTION 4 SERVICES

4.1 BASIC SERVICES. The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit C**. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

4.2.1 Employment of Personnel. The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

4.2.2 Employment of Architect Consultant(s). For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

4.2.3 The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultants shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultants. The Architect's Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant firms proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed firm and/or personnel. If the proposed firm and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

4.2.4 Cooperation with District and Other Consultants. The Architect and its Consultant (s) shall confer and cooperate with District, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.

4.2.5 Project Management Software. The project may be managed through a project management software from design through closeout. Architect will utilize the software as required by the District.

4.2.6 Corrections to Construction Documents and Other Deliverables. The Architect shall revise the Construction Documents as needed to incorporate any and all change orders and other necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultants. The Architect shall also provide any modifications to any deliverables required under **Exhibit C** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

4.2.7 Minutes of Progress Meetings. The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

4.2.8 Independent Reviews; Audits. Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes without limitation written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the design documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

4.2.9 Independent Cost Estimates. The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's required estimates with any independent estimator's estimate.

4.2.10 Inspection of Records; Familiarity with Site and Project. The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

4.2.11 Construction Delivery Methods: Lease-Leaseback. The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

4.2.12 Funding Applications and Approvals. The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

4.2.13 District Design Standards. The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and

equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

4.2.14 Storm Water Prevention and Pollution Plan (SWPPP). The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the **required regulatory approvals** and permits.

4.2.15 Changes. The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

4.2.15.1 Changes Required to Meet Construction Budget. If the lowest responsible bid exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope of the project for re-bidding at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.2.17 Deliverables. Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibits C & D.**

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements, (ii) revisions that should have been implemented during design, (iii) necessary to comply with applicable laws, rules, or regulations, or (iv) revisions required under Section 4.2.15.1.

4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultants, including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not

the result of negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor, or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect’s Basic Services, and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 90 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultants.

SECTION 5
ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

**One Million Five Hundred Ninety-Eight Thousand and Ninety Dollars and No Cents
(\$1,598,090.00)**

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in **Exhibits C & D**, and approval of invoices satisfactory to the District , in amounts not to exceed the percentages for each Phase as set forth in the following Table:

Architectural Phases		
1	Project Initiation Phase	2.0%
2	Development of Architectural Program	2.0%
3	Schematic Design Phase	10.0%
4	Design Development Phase	17.0%
5	Construction Documents Phase	40.0%
6	Bidding Phase	2.5%
7	Construction Phase	20.0%
8	Project Close Out Phase	6.5%
Total Basic Fee		100.0%

5.1.1.1 Invoices. Invoices may be submitted at the end of each phase in the Table above or as a monthly progress billing per each phase, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit C**, provided that payment will be made as follows: (i) three percent (3%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit C**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

5.4.1 PRIOR APPROVAL. The District will not be obligated to pay for any service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.2 REIMBURSABLE EXPENSES. The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the

extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee.:

5.4.2.1 Travel and Mileage. Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

5.4.2.2 Reimbursable Reprographic Services. Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit C**.

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit D**, attached hereto.

5.5.1.2 Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR THE ROSE ELEMENTARY SCHOOL RECONSTRUCTION PROJECT.** The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

5.5.5 Combined Invoices. Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

6.1.1 For Cause. The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceed the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly,

but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 ARCHITECT DEFAULT. The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

6.2.1 Inability to pay debts and Failure to Pay Architect Consultants. At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants providing services in connection with this Agreement.

6.2.2 Assignment for the benefit of creditors. An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.

6.2.3 False or misleading. Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

6.2.4 Failure to Provide Acceptable Design. The Architect's failure to provide a functional design that can be built within 110% of the approved Construction Budget in accordance with industry standards.

6.2.5 Defective Services; Errors or Omissions; Failure to Perform. The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

6.2.6 Willful violation. The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

6.2.7 Failure to Cooperate with DSA. Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU Process will constitute an automatic default.

6.2.8 Unapproved Assignment. The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

6.2.9 Disregard of District Authority or Direction. The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

6.2.10 Violation of Applicable Law. The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

6.2.11 Failure To Maintain Errors and Omissions Insurance. The Architect fails to maintain the insurance required pursuant to Section 11.2 herein.

6.3 DISTRICT REMEDIES

6.3.1 General Remedies. If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

6.3.2 Withholding Payment. If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

6.3.3 Stop Work. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

6.3.4 Errors & Omissions; Additional Costs. In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

6.3.5 Self Help. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 District's Representative: The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 Site Survey. The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site.

7.1.3.2 Geologic Hazards Investigation Survey. The District shall have caused to be performed any geological hazards or investigation survey required by State authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 Special testing and Inspection. The District shall furnish special testing and inspection services as required by law.

7.1.3.4 Checking and Permit Fees. The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 Advertising. The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 District Inspector. The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit C** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final Site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents; nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit C** during each

Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9 **PROJECT SCHEDULE**

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the project schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder, (ii) the performance of Services, or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10 **DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE**

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and

any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the “Project Documents”) shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect’s Consultants for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect’s or Architect Consultant’s documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect’s drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect’s consultants, if any, shall first be removed from the Architect’s drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant, and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney’s fees, arising out of or resulting from, in whole or in part, the reuse.

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

10.3 COPYRIGHT. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

10.5 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any.

10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11 INDEMNIFICATION. INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify and hold the District, the District's Representative, and their respective Board members, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents.

11.1.2 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for

attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

11.1.3 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.2 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2.1 Minimum Limits of Insurance. The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.

11.2.1.2 Automobile Liability Insurance Minimum of \$1,000,000 limit each accident.

11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance, if applicable, shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds (“Additional Insureds”). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect’s insurance and shall not contribute with it.

11.2.4.2 With respect to the Commercial General Liability policy and Professional Liability policy the insurers shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

11.2.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant, as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

12 **RESOLUTION OF CLAIMS.** Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims. For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the Construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.1 **RESOLUTION OF OTHER DISPUTES.** Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.2 SUBMISSION OF A CLAIM

12.2.1 By the Architect. The Architect's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect's Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect's statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the "Statement of Dispute"). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect's time for performance. Adequate supporting data for a Statement of Dispute involving the Architect's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.2.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.3 CLAIMS RESOLUTION PROCESS. The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

12.3.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of

Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.3.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.3.3.1 Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.3.3.2 Submission to Mediation and Selection of Mediator. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.3.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.4 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13

NOTICES

13 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Oxnard School District
Attn: Cesar Morales - Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

IBI Group
Attn: Craig Atkinson - Principal Architect
315 W. 9th Street, Suite 600
Los Angeles, CA 90015

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project or projects until the Architect’s duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer’s insurance, the provisions of the California Labor Code regarding payment prevailing wages, non-discriminations laws (including federal and state laws), and any and other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall

at all times require the Architect Consultants to fully comply with such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15
MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. In as much as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

15.2 SEVERABILITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.3 ENTIRE AGREEMENT. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

15.5 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the standard of care of the Architect for its services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the contract documents or in any way to affect the terms and provisions set forth herein.

15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: _____
Craig Atkinson
Title: _____
Principal Architect
Date: _____

District

By: _____
Cesar Morales
Title: _____
Superintendent
Date: _____

Architect

By: _____
David Chow
Title: _____
Western Regional Director
Date: _____

EXHIBIT "A"

PROJECT



Date: April 14, 2017

To: William Tuculet
IBI Group Inc.
4115 Broad St. Suite B6
San Luis Obispo, CA 93401

From: Jeremy Cogan, Assistant Vice President
CFW, Inc.

Subject: Architect Selection Package for Rose Avenue K-5 Reconstruction Project and New Seabridge K-5 School

Dear Mr. Tuculet,

The Board of Trustees of the Oxnard School District adopted a Master Construct and Implementation Program on January 18, 2017, including a proposed project plan for the **Reconstruction of Rose Avenue K-5 School** and the **Construction of a New Seabridge K-5 School**. The Board has approved the budget and schedule for the projects and has directed Caldwell Flores Winters, Inc. to proceed with assignment of the design work for each project to a prequalified architectural firm. We are pleased to introduce at this time a Request for Architecture Services for these projects.

The Rose K-5 project consists of a complete reconstruction of the existing Rose campus with an entirely new set of facilities, built according to modern State code, District specifications, 21st century educational program requirements, and to a 750-student capacity. The Seabridge project includes a new school designed as a 630-student K-5 school by State loading standards along with a joint use project with the City of Oxnard to construct park space immediately adjacent to the school area. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for the projects. Minimizing re-design efforts required for code compliance, and other regulatory requirements, is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

New facilities for the projects include two-story classroom buildings, libraries, administration spaces, multipurpose rooms, playfields, hard courts, and support spaces. For the Rose site, the new school would be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. Once completed, the older structures would be demolished and new play fields and remaining support facilities would be constructed in their place.

At the Seabridge site, the new school facilities, parking and drop off would be constructed along the western portion of the site neighboring Tradewinds Drive allowing the opportunity for a joint use park on the eastern portion along Seabridge Lane.

At this time, we anticipate that the design phase for the Rose project to commence in June 2017 and be submitted to the Division of the State Architect (DSA) in November 2017. For the Seabridge project, design efforts anticipated to commence in August 2017 and be submitted to DSA by January 2018, with construction anticipated to commence by November 2018 and be substantially complete by April 2020. Due to anticipated funding availability at Rose, construction is scheduled to commence by August 2020 and work on the new school facilities is expected to be substantially complete by January 2022.

The budgets for both projects were approved by the Board upon adoption in January 2017 of the Master Construct and Implementation Program. The approved budget for Rose includes an estimated Guaranteed Maximum Price of \$22,116,673, and a total “all-in” cost of \$30,209,510 in current dollars. The approved budget for Seabridge includes an estimated Guaranteed Maximum Price of \$20,831,163, and a total “all-in” cost of \$28,568,432 in current dollars.

A process for assigning a qualified architectural firm to the projects has been created to ensure the best use of design team talent, and is described herein. Firms may elect to participate in selection processes for either project or both projects. Any decision will not affect future opportunities with the Oxnard School District. Specific proposal parameters, requirements, and submittal guidelines are included. Please review the attached Request for Architectural Services and submit your response by **1:00 p.m. PDT on Friday May 12, 2017** in PDF format, via email to: Jeremy Cogan, Assistant Vice President, Caldwell Flores Winters, Inc. at jcogan@cfwinc.com.

If you have any questions, please direct them to Jeremy Cogan, CFW at (323) 202-2550.

Sincerely,

Caldwell Flores Winters, Inc.



Oxnard School District

Architect Selection Package

Reconstruction of Rose K-5 School and

Construction of New Seabridge K-5 School

Prepared by:



6425 CHRISTIE AVENUE, SUITE 270
EMERYVILLE, CA 94608
(510) 596-8170

815 COLORADO BLVD, SUITE 201
LOS ANGELES, CA 90041
(323) 202-2550

1901 S. VICTORIA AVENUE, SUITE 106
OXNARD, CA 93035
(805) 263-6544

ARCHITECT SELECTION PACKAGE

I. PROJECT DESCRIPTION: DESIGN & RECONSTRUCT ROSE AVENUE K-5 SCHOOL

ORIENTATION

Rose Avenue Elementary School, located at 220 South Driskill Street, is a 9.3-acre school site and was constructed in 1965. The Rose school site is adjacent to single family homes to the north along Santa Lucia Avenue and La Puerta Avenue to the south. The site is surrounded by residential homes to the north, west, and south and bordered by commercial uses to the east. The school operated a Kindergarten through fifth grade education program during the 2015-2016 school year with 31 permanent classrooms and 3 portable classrooms housing 745 students. All existing facilities on the site are located on the northern half of the property.

PROJECT REQUIREMENTS

The District's 2012 Facilities Master Plan (FMP) assessed Rose Avenue Elementary as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment. The construction of a new media center was also recommended. The total cost per the FMP for Rose's modernization was estimated at \$24.5 million in 2012 dollars. This finding was recognized by the 2016 Master Construct Program, as well as the Master Construct and Implementation Program adopted by the Board in January 2017, which instead directs the construction of a new facility based on the Board's adopted specifications estimated to be \$30.2 million in current dollars estimated during the 2016-17 fiscal year.

The new school will be designed as a 750-student capacity K-5 school by State loading standards, and includes a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. The new school will be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. The new facility may be accessed from a new parking and drop-off provided along La Puerta Avenue. Once completed, the older structures are to be demolished and replaced with new playgrounds, hard courts, and play fields.

The District is currently engaged in development and execution of various construction activities which is expected to continue for the next five years. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than November 2017. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Due to anticipated funding availability, construction is scheduled to commence by August 2020 and work on the new school facilities is expected to be substantially complete by January 2022.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is considering a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully

constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Rose site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Rose elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

The District will also entertain and consider proposals that are not based on a re-use of plans, nevertheless firms proposing custom designed plans will be held to the same standard as those proposing a site-adapted re-use with regard to specifications, ability to meet budget, and anticipated design savings.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATION & PROJECT VISION

Rose is among the oldest schools in the District and is an integral part of the Oxnard community. The design team should be thoroughly familiar with the K-5 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the unique qualities and opportunities available to future parents and their children, should they choose the Rose K-5 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

The K-5 Rose School has an educational focus on Science and Wellness. Students participate in project based learning experiences with an emphasis on horticulture, eco-systems, and agriculture while incorporating technology into the study of science. Every student and teacher at the school is currently issued a mobile computing device (e.g. iPad) for instructional use in the classroom as well as at home throughout the year. Students learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program regularly engages students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new Rose facility must be designed and built to accommodate this program at the K-5 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the Rose community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

Attachment A describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the “all-in” project cost discussed in the Master Budget.

SITE MAP & CONFIGURATION GUIDELINES

Most of the current campus building mass is situated along the northern half of the site and thus permits construction of new facilities to take place on the southern half. Once the new campus is complete, demolition of the old campus will accommodate playfields on the remaining half of the site. Design teams are encouraged to explore configuration options that provide efficient traffic flow and reduce the impact of building massing on nearby homes.

The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should identify the best configuration of classrooms, support facilities, pedestrian orientation, vehicular circulation, and play areas to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and neighboring facilities, and promoting the most efficient use and integration of space.

No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities throughout the District.

EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF ROSE AVENUE K-5 SCHOOL



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications that follow reflect Board approved Educational Specifications and a Board approved 750-student capacity by state loading standards for the Rose project per the Master Construct and Implementation Program. To address this capacity in the proposed design first requires prospective Design teams to recognize the variation in State loading standards under the School Facility Program with regard to each type of pupil grant offered. For example, classrooms loaded with a standard educational program for grades K-5 are assumed to house 25 pupils per room. Separately, SDC (Special Day Classroom) Non-Severe has a State loading standard of 13 pupils per classroom and SDC Severe has a State loading standard of 9 pupils per classroom.

It is the District's intent for the 750-student capacity of the site to be observed, with students housed in the quantity of classrooms required relative to program requirements. During the design process the District will evaluate the full needs of its Special Education Program and, in particular, the severely handicapped component of the Special Education Program will require further evaluation.

The following approved Educational Specifications are to be applied to the project for initial cost estimating purposes, however the actual room counts and specific uses will be adjusted and determined pursuant to anticipated State funding based on the number and specific type of pupil grants to be utilized for Special Education Program students. The District reserves the opportunity to make adjustments to required classroom facilities as may be needed pursuant to its Special

Education Program and as may be funded pursuant to the State’s School Facilities Program new construction grants for SDC severe and SDC non-severe uses.

Use of certain spaces, including specific adjustments to functionality, design, and adjacency, are specifically described in Attachment A. Architects are advised to observe changes desired by the District between the current application of these specifications, and previous schools constructed by the District.

SPACE	AREA	UNITS	TOTAL
Classroom	960	25	24,000
Kindergarten	1,120	4	4,480
Special Ed/RSP/Speech	960	2	1,920
Teaching Space (Total Sq. Ft.)			30,400
Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
Teaching Support Space (Total Sq. Ft.)			450
Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			760
Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			3,005

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			2,700

Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			6,250

Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200

TOTAL CLASSROOMS		31	
TOTAL BUILT AREA (SQ. FT.)			49,765

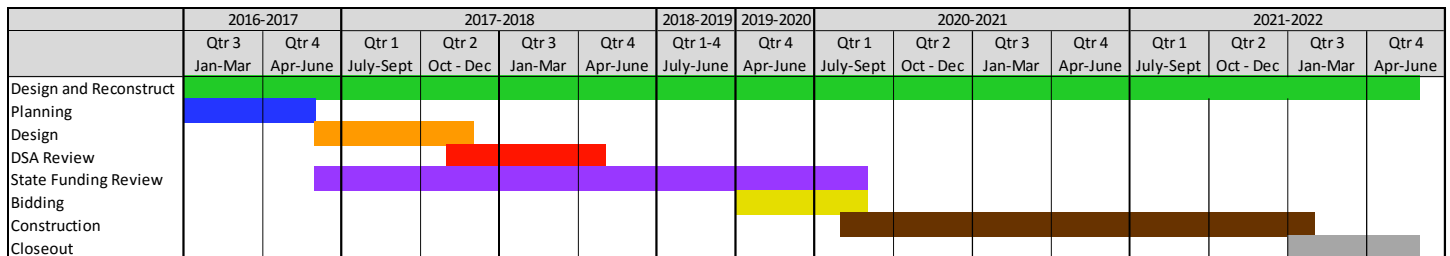
SUMMARY BUDGET:

The construction budget (projected Guaranteed Maximum Price, or “GMP”) for the project is \$22,116,673, inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified below include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total “all in” budget for the site is \$30,209,510 estimated in current dollars for the fiscal year ending June 2017 (including contingencies, and both hard and soft costs), including demolition and site work.

Rose Avenue K-5 School Reconstruction		Net Total	Unit	Budget
Teaching Space (27 classrooms and 4 Kindergarten)		30,400	sf	
Teaching Support (RSP, speech, psychologist, flex office)		450	sf	
Kindergarten Support (workroom, toilets, storage)		760	sf	
Administrative Space		3,005	sf	
Library and Resource Center		2,700	sf	
Multipurpose Facility		6,250	sf	
Lunch Shelter		2,800	sf	
Kindergarten Shade Structure		1,200	sf	
Restrooms		2,200	sf	
	Specification Subtotal	49,765	sf	
Building Support & Circulation (18%)		8,958	sf	
Electrical, mechanical, custodial, storage, etc				
Stairways, elevator, covered corridors				
	Building Total	58,723	sf	
Site work, including playfields and parking				
Demolition of existing campus				
General Conditions and Requirements				
Contractor's Bond, CCIP, Risk, and Insurance				
Contractor's Fee and Overhead, Construction Contingency				
			Total Hard Costs / GMP Value	\$22,116,673
Soft Costs				
21st Century Classroom and Support Facility FF&E (approx. 6% of hard cost)				
Professional Services (e.g. architect/engineering/other consulting fees)				
Agency fees, Inspection (IOR)				
Environmental, Legal				
Project Contingency				
Other (e.g. preliminary testing, energy analysis, misc.)				
			Total Soft Costs	\$8,092,837
			"All-in" budget	\$30,209,510

SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2017 effectively begins July 1, 2016, and Q4 of FY2017 effectively ends June 30, 2017.



- Design & Reconstruct Rose K-5 School:**
- DSA Submittal: November, 2017
 - Start Construction: August, 2020
 - End Construction: January, 2022

II. PROJECT DESCRIPTION: DESIGN & CONSTRUCT NEW SEABRIDGE K-5 SCHOOL

ORIENTATION

The District acquired the Seabridge school site in June 2013 for the construction of a future K-5 school facility and has filed a grant application with the State Office of Public School Construction (OPSC) for reimbursement of site acquisition costs. The site is approximately 8.8 acres and is located on the southside of the 4100 block of Wooley Road. The site is bounded by Wooley Road to the north, mixed-use development on the west, Seabridge Lane on the east, and a boat channel of the Channel Islands Harbor on the south. The District completed a 2010 Initial Study and Mitigated Negative Declaration pursuant to the California Environmental Quality Act (CEQA).

PROJECT REQUIREMENTS

The new school will be designed as a 630-student K-5 school by State learning standards and include a 25-classroom campus with a library, multipurpose room, hard court play areas, and required support spaces. It is also intended operate its play fields adjacent to the school area as a joint use project with the City of Oxnard. Ongoing meetings involving the District and City of Oxnard continue to coordinate aspects of the property development, including the developer's request for a drainage retention basin on the District's property and design requirements of the joint use park. These activities are also being coordinated with the District's legal counsel.

The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next five years. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than February 2018. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence by November 2018 and work on the new school facilities is expected to be substantially complete by April 2020.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is considering a 'Re-Use of Plans' effort for this project. The District will also entertain and consider proposals that are not based on a re-use of plans, nevertheless firms proposing custom designed plans will be held to the same standard as those proposing a site-adapted re-use with regard to specifications, ability to meet budget, and anticipated design savings.

Architectural firms proposing a re-use should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible. Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Seabridge site as well as meet the unique requirements of the project, site location, Coastal Commission restrictions, and other considerations as may be relevant. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Seabridge elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATION & PROJECT VISION

The design team should be thoroughly familiar with the District's educational specifications K-5 education and 21st century learning environments. Successful designs for the new school site will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

Students are anticipated to participate in project based learning experiences with every student and teacher at the school utilizing an iPad for instructional use in the classroom as well as at home throughout the year. Students learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The District's educational program regularly engages students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new Seabridge facility must be designed and built to accommodate this program at the K-5 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the existing architectural style and character of the surrounding Seabridge areas. Surrounding uses include agriculture to the north, mixed-use development to the west, single-family residential waterfront development to the south, and commercial retail to the east.

Attachment A describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the "all-in" project cost discussed in the Master Budget.

SITE MAP & CONFIGURATION GUIDELINES

The diagram that follows is for conceptual purposes only and indicates a preliminary approach to usage of the site in compliance with California Coastal Commission requirements as well as anticipated community access to a joint use park space. In addition to the need to recognize access requirements to playfields and the coastline, proposing firms are advised to consider options to promote building placements and configurations that improve the District's ability to secure the site given limitations on site perimeter fencing. Attention will be paid to the architectural firm's strategy and approach for compliance with anticipated California Coastal Commission requirements. The District has completed prior California Environmental Quality Act (CEQA) findings through an Initial Study and Mitigated Negative Declaration report completed for the site in November 2010 and may be found at the following link: [2010 Initial Study and Mitigated Negative Declaration](#). As previously discussed, coordination efforts involving the District and City of Oxnard continue, including a potential drainage retention basin on the District's property and the design requirements for the joint use park.

Design teams should identify the best configuration of classrooms, support facilities, pedestrian orientation, vehicular circulation, and play areas to maximize the value and cost-efficiency of the new campus. Proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses in the Seabridge community, and promoting the most efficient use and integration of space.

EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF SEABRIDGE



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications on the following page reflect Board approved Educational Specifications and the Board approved 630-student capacity for the Seabridge K-5 project per the Master Construct and Implementation Program and should be addressed in the proposed design. The approved specifications reflect certain anticipated restrictions as to the size and student population of this compact site and are based on State classroom loading standards of 25 students per standard classroom. With a total of 25 classrooms loaded to approximately 25 students each, a state loading of 625 students can be achieved, closely matching the approved specification.

It is the District's intent for the 630-student capacity of the site to be observed, with students housed in the quantity of classrooms required relative to program requirements. The following approved Educational Specifications are to be applied to the project for initial cost estimating purposes, however the actual room counts and specific uses will be adjusted and determined pursuant to anticipated State funding based on the number and specific type of pupil grants to be utilized. The District reserves the opportunity to make adjustments to required classroom facilities as may be needed pursuant to its Education Program (e.g. Special Education) and as may be funded pursuant to the State's School Facilities Program new construction grants.

Use of certain spaces, including specific adjustments to functionality, design, and adjacency, are specifically described in Attachment A. Architects are advised to observe changes desired by the District between the current application of these specifications, and previous schools constructed by the District.

SPACE	AREA	UNITS	TOTAL
Classroom	960	20	19,200
Kindergarten	1,120	4	4,480
Special Ed	960	1	960
Teaching Space (Total Sq. Ft.)			24,640

RSP/Speech Room	480	1	480
Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
Teaching Support Space (Total Sq. Ft.)			930

Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			760

Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			3,005

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			2,700

Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			6,250

Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200

TOTAL CLASSROOMS		25	
TOTAL BUILT AREA (SQ. FT.)			44,485

SUMMARY BUDGET:

The construction budget (projected Guaranteed Maximum Price, or "GMP") for the project is \$20,831,163, inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified in the following table include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total "all in" budget for the site is \$28,568,432 estimated in current dollars for the fiscal year ending June 2017 (including contingencies, and both hard and soft costs), including site work.

New Seabridge K-5 Elementary School		Net Total	Unit	Budget
Teaching Space (21 classrooms and 4 Kindergarten)		24,640	sf	
Teaching Support (RSP, speech, psychologist, flex office)		930	sf	
Kindergarten Support (workroom, toilets, storage)		760	sf	
Administrative Space		3,005	sf	
Library and Resource Center		2,700	sf	
Multipurpose Facility		6,250	sf	
Lunch Shelter		2,800	sf	
Kindergarten Shade Structure		1,200	sf	
Restrooms		2,200	sf	
	Specification Subtotal	44,485	sf	
Building Support & Circulation (18%)		8,007	sf	
Electrical, mechanical, custodial, storage, etc				
Stairways, elevator, covered corridors				
	Building Total	52,492	sf	
Site work, including playfields and parking				
General Conditions and Requirements				
Contractor's Bond, CCIP, Risk, and Insurance				
Contractor's Fee and Overhead, Construction Contingency				
	Total Hard Costs / GMP Value			\$20,831,163
Soft Costs				
21st Century Classroom and Support Facility FF&E (approx. 6% of hard cost)				
Professional Services (e.g. architect/engineering/other consulting fees)				
Agency fees, Inspection (IOR)				
Environmental, Legal				
Project Contingency				
Other (e.g. preliminary testing, energy analysis, misc.)				
	Total Soft Costs			\$7,737,269
	"All-in" budget			\$28,568,432

SUMMARY TIMELINE & SCHEDULE:

The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2017 effectively begins July 1, 2016, and Q4 of FY2017 effectively ends June 30, 2017.

	2016-2017		2017-2018				2018-2019				2019-2020				2020-2021		
	Qtr 3 Jan-Mar	Qtr 4 Apr-June	Qtr 1 July-Sept	Qtr 2 Oct - Dec	Qtr 3 Jan-Mar	Qtr 4 Apr-June	Qtr 1 July-Sept	Qtr 2 Oct - Dec	Qtr 3 Jan-Mar	Qtr 4 Apr-June	Qtr 1 July-Sept	Qtr 2 Oct - Dec	Qtr 3 Jan-Mar	Qtr 4 Apr-June	Qtr 1 July-Sept		
Design and Construct	[Green bar spanning all quarters]																
Planning	[Blue bar]																
Design			[Orange bar]														
DSA Review			[Red bar]														
State Funding Review			[Purple bar]														
Bidding							[Yellow bar]										
Construction							[Brown bar]										
Closeout											[Grey bar]						

Design & Construct Seabridge K-5 School:

- DSA Submittal: January, 2018
- Start Construction: November, 2018
- End Construction: April, 2020

III. METHOD OF SELECTION

ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for both the Rose Avenue K-5 Reconstruction Project and the New Seabridge K-5 School. Firms may elect to submit proposals that are responsive to either project or both projects. Any decision will not affect future opportunities with the Oxnard School District. Firms should carefully review the detailed information and submittal requirements contained within this package.

Teams that wish to visit the Rose site to make further observations will be notified of the opportunity for a site visit. CFW will organize a single tour of the Rose site for all interested teams. Please do not visit the Rose site without coordinating with CFW. At this time, a tour of the Seabridge site is not anticipated.

Once the proposal deadline has passed, the District, via its program manager, will begin arranging interviews with firms that have submitted a complete and germane response for one or both of the planned school projects. The design firms should include staff assigned to the project in the interview process. One interview process per firm will be held. For example, should a firm submit a proposal for both projects, one interview with that firm would be held to discuss both projects should the District deem the proposal suitable for interview.

The interview results will be considered along with the proposed design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted with the highest ranked firm(s). Design teams must coordinate in advance a potential site visit at each proposed "re-use" site with the site staff and district facilities department as required to ensure that all sites are on stand-by for a site visit during the times allotted in the schedule below, should the District choose to visit the site(s).

SELECTION SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Rose/Seabridge selection package sent to prequalified firms: **April 14, 2017**
- Participating teams notify CFW of their intent to provide a proposal: **April 17, 2017**
- Potential tour of Rose Site: **Week of April 17, 2017**
- Rose/Seabridge responses due: **May 12, 2017, by 1:00 PM**
- Review of submittals and Rose/Seabridge interviews completed: **Week of May 15, 2017**
(tour may be requested of site(s) proposed for "re-use")
- Recommended selection for Rose/Seabridge announced: **Week of May 22, 2017**
- Board action on recommended Rose firm/execution of contract: **June 21, 2017 or thereafter**
- Board action on recommended Seabridge firm/execution of contract: **August 2, 2017 or thereafter**

The District reserves the right to modify the above schedule at its sole discretion.

SUBMITTAL FORMAT & REQUIREMENTS

General Information: Architects responding to one or both projects are required to provide a single set of responses with regard to General Information about their firm’s capabilities, prior experience, and past projects. This information should include, but need not be limited to, the following:

1. Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project(s) as referenced in the Project Description(s).
2. Provide any recommendations that improve the functionality and effectiveness of the project (s), particularly with regard to delivering the proposed educational program.
3. Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the project(s).
4. Discuss the firm’s experience with the District’s preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm’s experience.

Site-Specific Information: Architects are required to include a unique and separate response to the following site specific questions for each project they intend to propose for selection by the District. This information should include, but need not be limited to, the following:

1. Detailed review of 2-3 proposed “re-use” projects, indicating whether an entire project, or a combination of several projects are best-suited to be “re-used” for the Rose and/or Seabridge projects. Where a firm is not proposing re-use, recent similar projects may be referenced in-lieu. Project details should include:
 - a. Narrative of “lessons learned” from each of the projects identified. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project;
 - b. Discussion of the complexities of “re-use” or the challenges inherent in creating an untested design and how your firm intends to integrate lessons learned to enhance the quality of the proposed design;
 - c. Confirmation that the design firm has made preliminary arrangements to secure site approval for a visit to review completed project(s) identified, to be toured upon further request by the District and CFW.
2. Discuss the role of the Firm’s proposed assigned personnel, the strengths and experience they bring to the Rose and/or Seabridge projects, and their level of participation to be expected on the project(s). If submitting for both projects, please specify staff for each project
3. Provide a line item conceptual cost estimate for the firm’s proposed design concepts for the Rose and/or Seabridge projects. Separate cost estimates should be provided for each project. A grand total cost should be provided as a basis for comparison with the “all-in” project budget that integrates hard and soft costs. The estimate should include:
 - a. Your understanding of project details by component, unit, and unit cost in a table format; including a detailed construction cost and schedule analysis. See “Attachment B” – Reconstruction of Rose Avenue K-5 Cost Comparison Sheet and “Attachment C” – New Seabridge K-5 Cost Comparison Sheet
 - b. Adequate notation specifying significant assumptions of the cost estimate(s);
 - c. A separate line item identifying the cost for FF&E the project(s);
 - d. Values in current dollars only—do not escalate your estimates; and

- e. Written comments, if the firm believes it is necessary to communicate information in the tables, however, the priority shall be in delivering the data in a format that maintains compatibility with Microsoft Excel.

Proposal Format

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a single cover letter briefly discussing the firm's conceptual understanding of the project(s) and identifying design fees inclusive of all architectural design services to satisfy and achieve DSA approval for the project(s) as well as ongoing services required during construction. The fee should include integrated space planning services sufficient to achieve interior and exterior FF&E components.

Whether a firm chooses to submit for one or both projects, one integrated proposal submittal is required. Limit response for the General Information requested to no more than ten (10) single sided 8 ½ x 11 pages of written narrative and graphics and six (6) single sided 11 x 17 diagrams/photographs of past projects. General Information includes the cover letter indicated above. For the Site-Specific Information requested, limit responses for each project proposed to no more than ten (10) single sided 8 ½ x 11 pages of written narrative and graphics and six (6) single sided 11 x 17 diagrams/photographs to illustrate the design proposals for each project. For Firms submitting proposals for both projects, this amounts to a grand total of thirty (30) single sided 8 ½ x 11 pages and eighteen (18) single sided 11 x 17 pages. The required Attachment B and/or Attachment C does not count within the page limit, nor do pages used primarily for document organization purposes (e.g. front and back cover, divider tabs, table of contents, etc.).

Firms are requested to submit their response within a single file in PDF format (plus Attachment B and/or Attachment C returned in Excel format) via email attachment or a download location provided by email (use of cloud-based services like DropBox or similar service for large file transmittal is acceptable) to Jeremy Cogan at jcogan@cfwinc.com by no later than 1:00 PM PDT, May 12, 2017.

Multiple hard copies of the proposals will be requested and required at the time of interview.

EXHIBIT "B"

ARCHITECT'S BASIS OF DESIGN



Architect Selection Package Reconstruction of Rose K-5 School

Submitted to the Oxnard School District
by IBI Group
May 12, 2017



IBI Group
4119 Broad St, Suite 210
San Luis Obispo, CA 93401
tel 805-546-0433
fax 805-546-0504

May 12, 2017

Oxnard School District
Caldwell Flores Winter Inc.
Attn: Jeremy Cogan, Assistant Vice President
RE: Rose Avenue K-5 Reconstruction

Thank you for this opportunity to submit our proposal for architectural services. Oxnard School District is in a unique and exciting time with an incredible opportunity to shape the future of education and facilities to benefit the Oxnard community.

We understand that Rose Avenue Elementary School will be reconstructed on the east end of the campus which will allow the existing facility to remain until the construction is complete. IBI Group proposes to design a campus comprised of building layouts previously constructed with site adaptations to respond to the District's educational goals, neighborhood aesthetic and in accordance with the 2016 California Building Code. To that end, we offer the following strengths and expertise:

Experience and Performance: IBI Group is at the forefront of K-12 educational design both locally in California and around the world. We have a proven history of success. The firm offers a practical approach to producing workable solutions for your facilities – results that are reliable.

Next Generation Education: IBI Group supports this process of contextual and relational learning through our pursuit of designing facilities and campuses for the next generation of learners to thrive.

Local Knowledge: Your Principal Architect and Project Director/Manager have worked on projects for the Oxnard School District and surrounding communities since the late 1980's.

Capacity, Capability, and Commitment: The IBI Group Team has the resources and specialized experience readily available to accomplish this project for OSD. We are committed to being your architects and planners for this project and beyond and pledge our full resources for the purpose of accomplishing your goals.

Listen: IBI Group is the team that listens and puts your needs above all else.

Our Conceptual Design response for the reconstruction of Rose Avenue K-5 shows you that we are that architectural and planning team. You will see in the following pages that IBI Group has extensive experience in creating custom solutions that reflect the unique requirements of the Districts we serve.

Our personal promise is to listen to your needs, your desires, your concerns, and your unique challenges. We hope to be your partner in developing a project that is uniquely yours. When it comes to the educational environment, this is who we are. This is what we do best. This is why we have been passionate about designing educational facilities for 40+ years.

We look forward to meeting with your team to discuss how we can best work together.

Sincerely

A handwritten signature in blue ink, appearing to read 'Craig Atkinson'.

Craig Atkinson, AIA, NOMA, LEED AP
Principal Architect
Southern California Education Sector Lead

A handwritten signature in blue ink, appearing to read 'Bill Tuculet'.

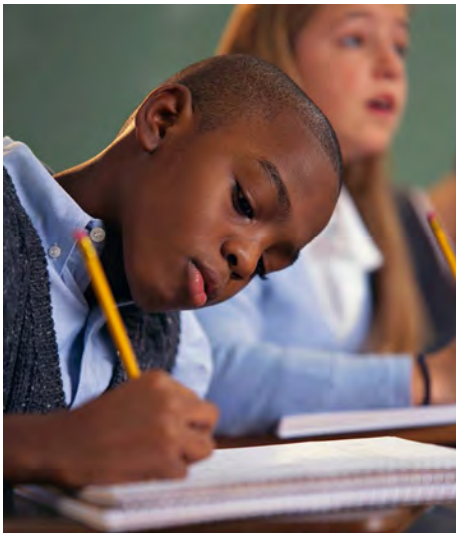
Bill Tuculet, AIA
Principal Architect/Design

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General Information



IBI Group is an experienced group of team leaders and design professionals. This team combines a recent history of developing educational facilities on existing campuses and the research and development of next generation learning environments. We are developing educational environments that are focused on the learner and the shift to agile individualized learning methods.

IBI Group has successfully created many custom, tailor-made design solutions for our clients (design team partners). These solutions and systems respond to the specific conditions, programmatic inputs, and the character of the campus environment and community. Our common goal is to make the socio-academic experience the most rewarding learning one possible through innovative program resolution, a supportive and involved community, dedicated staff and parents, and facilities that not only house activities, but support and reinforce your educational efforts.

Our mission at IBI Group is to collaborate with Oxnard School District to transform your District's vision, goals, and priorities into reality. We will work diligently to make this happen for you, your students, and the community, from the cities of Oxnard, Port Hueneme and the unincorporated counties of Ventura. We recognize the challenges facing Oxnard School District to develop next generation learning facilities for over 17,000 students from Pre-K-8th grade.

Our intent is to support the Oxnard School District on all your projects whether they are small capital improvements projects and services or large capital improvement projects. IBI Group is qualified to providing you Architectural and Engineering services for site analysis, future/long-term/short-term planning, designing services for either existing facilities or new facilities, ADA transition plans or any other sequencing of facilities improvements.

IBI Group previously completed 12 projects for Oxnard School District. The project scope ranged from 3 new elementary schools, major modernizations, fire alarm alternations to class size reduction portable classrooms on 14 campuses. 11 of the 12 projects are closed and certified #1. For the 12th project, all information to assist the District for close out certification was given to the District in March 2016.



**Defining the Cities
of Tomorrow**

Intelligence: communications systems design, software development, safety and security, systems integration

Buildings: building architecture, interior design, landscape architecture, building engineering (mechanical, structural, electrical)

Infrastructure: planning, urban design, transportation, and engineering

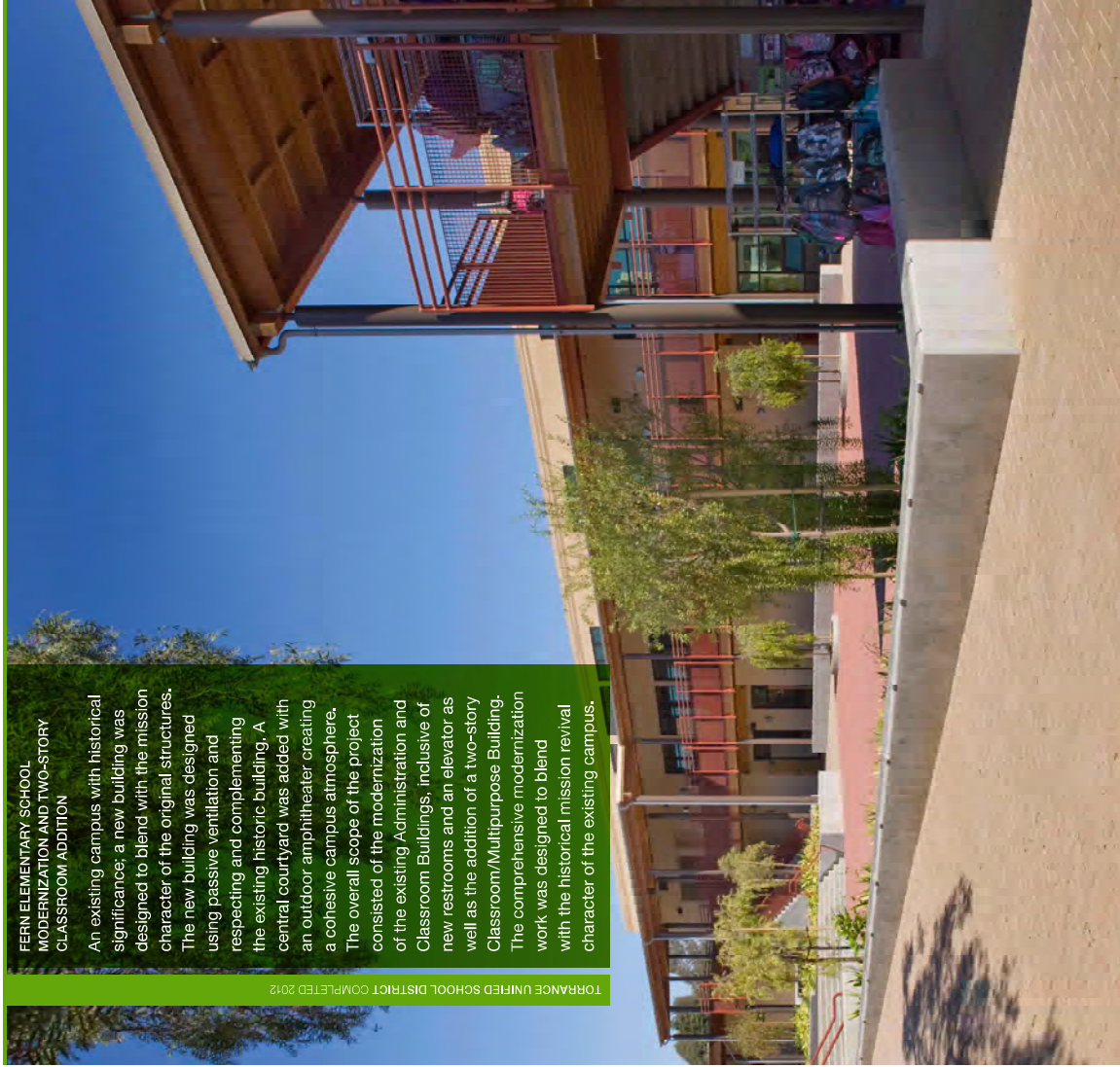
Similar Project Experience

1



Public education for future generations challenges us to look beyond traditional forms of learning and teaching to envision learning communities that enable educators to collaborate, share best practices and integrate “Next Generation” skills into classrooms. This means creating relevant, real world, “Next Generation” environments with accessible learning tools, technologies and resources that expand community and international involvement in learning, both face-to-face and online; architectural designs that support group, team and individual learning. We have worked with numerous Districts to understand how they want to deliver educational experiences and respond with the appropriate facility design.

We take special pride in our experience and success with our process. Our integrated collaborative process will involve the educational stakeholders of the Oxnard Community to ensure that the Rose Avenue K-5 Replacement School will be a source of pride and instill ownership for those who live, learn, work and play around this Community Resource.



**FERN ELEMENTARY SCHOOL
 MODERNIZATION AND TWO-STORY
 CLASSROOM ADDITION**

An existing campus with historical significance; a new building was designed to blend with the mission character of the original structures. The new building was designed using passive ventilation and respecting and complementing the existing historic building. A central courtyard was added with an outdoor amphitheater, creating a cohesive campus atmosphere. The overall scope of the project consisted of the modernization of the existing Administration and Classroom Buildings, inclusive of new restrooms and an elevator as well as the addition of a two-story Classroom/Multipurpose Building. The comprehensive modernization work was designed to blend with the historical mission revival character of the existing campus.



The second phase of the work included a new classroom and multipurpose space building. The building's details, massing and materials reference the historical style and respond to the scale and desires of the neighborhood. The design progressed through a series of community workshops that engaged the neighbors, school staff and parents.

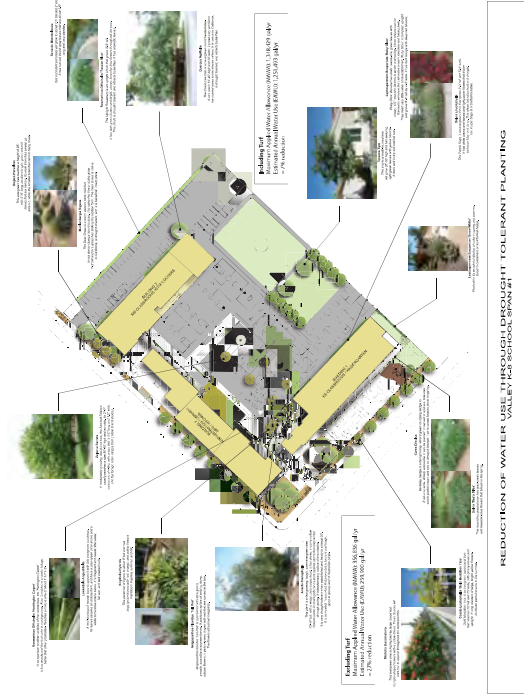




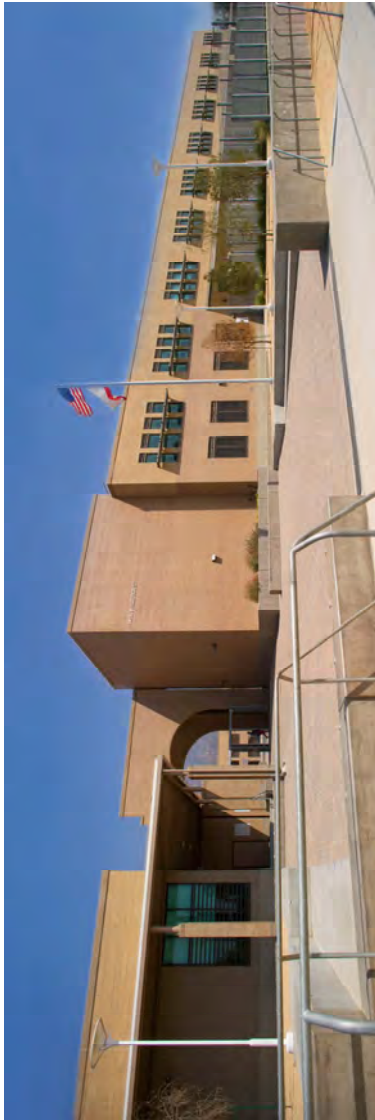
**SYLMAR LEADERSHIP ACADEMY
 K-8 SPAN SCHOOL**

This project was designed for 2 small learning communities, one each for grades K-5 and 6-8. The Facilities are sized for each group of students, with adjacent play areas sized accordingly. This project is located in a semi-rural community with dedicated perimeter horse paths. The school presents a welcome face to the street while providing a secure internal environment for the students. The school is highly sustainable. The project achieved 38 CHPS points and has been awarded HPI grant augmentation. The roof is designed for the future installation of photovoltaic panels.

LOS ANGELES UNIFIED SCHOOL DISTRICT COMPLETED 2018



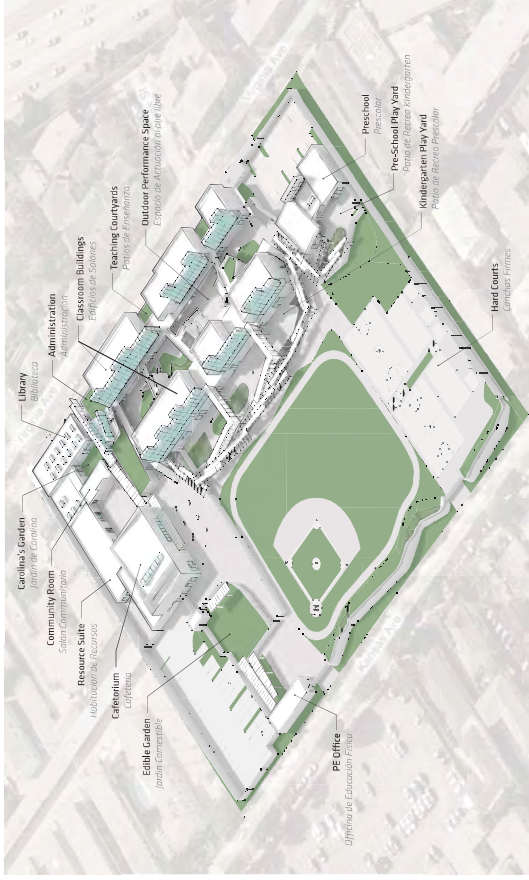
REDUCTION OF WATER USE IN PERVIOUSLY TOLEERANT PLANTING





**EDISON LANGUAGE ACADEMY
 PRE-K/K-5 ELEMENTARY SCHOOL**

This aging K-5 elementary and pre-school campus located on a small 5.5-acre neighborhood site needed re-building, but with a restricted budget we looked for a solution that would avoid the need for interim housing allowing the funds to be used for the facility. Our solution, a rich combination of one and two-story steel framed structures, locates the new 57,000 sq. ft. campus on the existing playfields allowing the original school to remain occupied until the new campus is complete.



New Pre-K/K-5 Elementary School/Language Academy comprised of a Pre-K single-story two classroom building, two (2) two-story K-5 classroom buildings, a single-story administration building, a library/multipurpose room/stage building and a separate PE storage/restroom building with associative courtyard spaces, amphitheater seating, hardcourt and turf play surfaces and an edible garden.

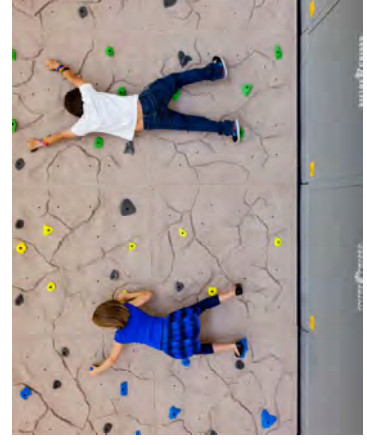
Sustainable design is at the forefront of the District's mission statement. In response, we took the opportunity to integrate creative and innovative sustainable features into the project. The solar chimneys of the naturally ventilated classrooms become a design feature. A radiant heating system is incorporated into both the floors and ceilings fed by centrally located high efficiency boilers. Site sustainable features include the capture of 90% of the storm water to an underground cistern that provides site irrigation, a sensory irrigation system, specialized soil amendments that further reduce water use and promote plant life, and an edible garden incorporated into the schools' educational programs. The project was recently acknowledged by Southern California Edison as the first certified naturally ventilated school project in California.

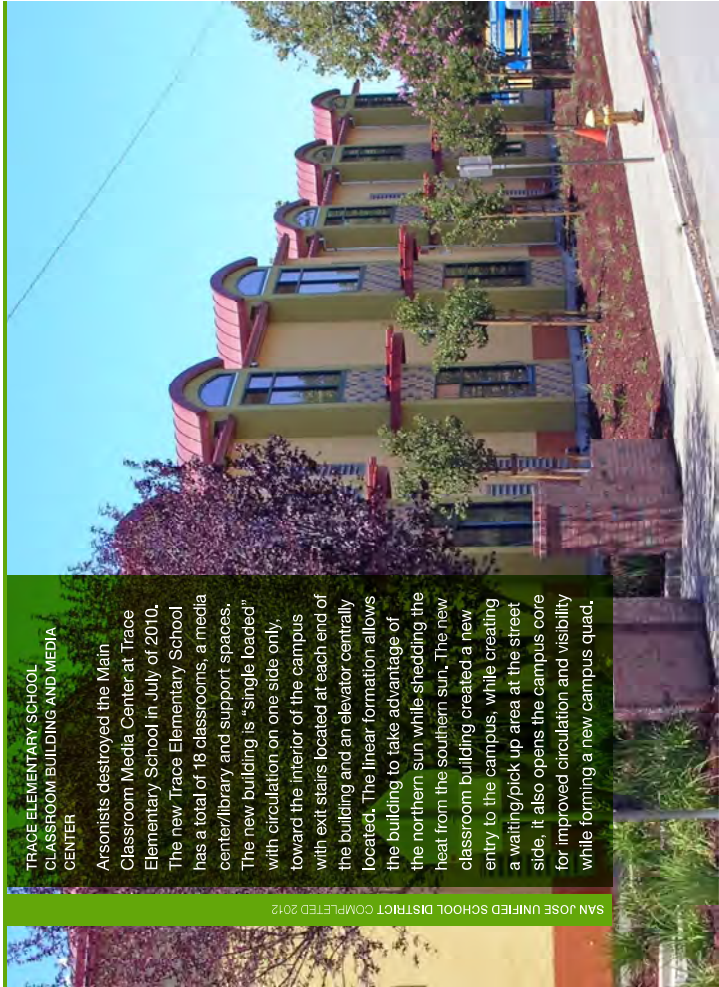




TRILLIUM CREEK PRIMARY SCHOOL
 Trillium Creek is a new primary school named for the headwaters of a creek that begin within its schoolyard. This school embraces multiple elements of sustainable design and presents unique features that support student learning. Heavily guided by a strong student voice, this child-centric design combines individual learning space opportunities with a collective transparency that connects students and teachers to the work of learning and teaching. The multidimensional library and its corkscrew slice remind us that research and inquiry is about wonder and curiosity.

SALM-KEIZER SCHOOL DISTRICT COMPLETED 2012



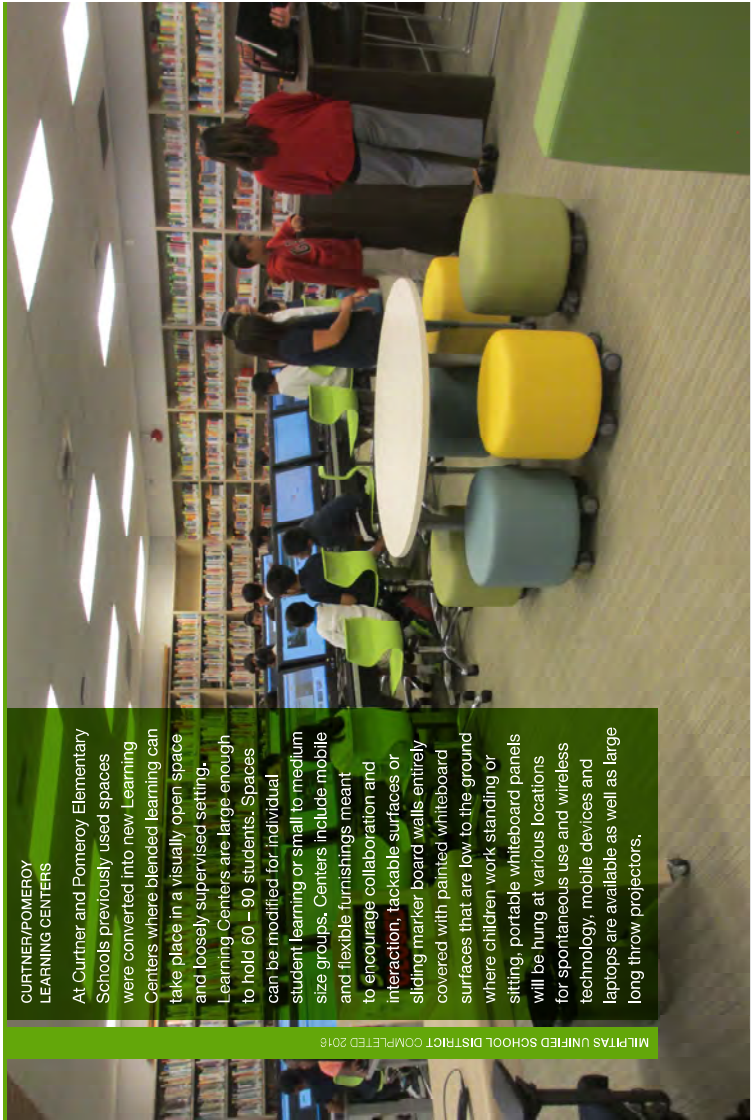
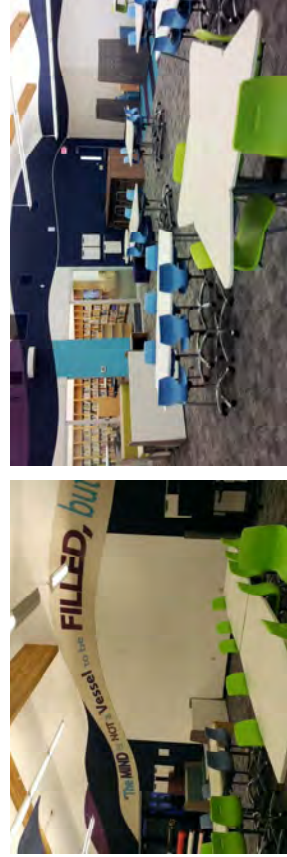


TRACE ELEMENTARY SCHOOL CLASSROOM BUILDING AND MEDIA CENTER

Arsonists destroyed the Main Classroom Media Center at Trace Elementary School in July of 2010. The new Trace Elementary School has a total of 18 classrooms, a media center/library and support spaces. The new building is "single loaded" with circulation on one side only, toward the interior of the campus with exit stairs located at each end of the building and an elevator centrally located. The linear formation allows the building to take advantage of the northern sun while shading the heat from the southern sun. The new classroom building created a new entry to the campus, while creating a waiting/pick up area at the street side, it also opens the campus core for improved circulation and visibility while forming a new campus quad.

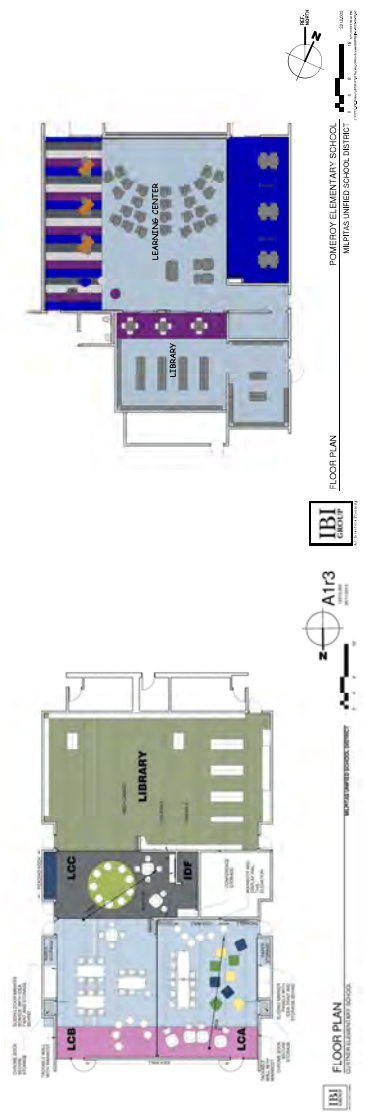
SAN JOSE UNIFIED SCHOOL DISTRICT COMPLETED 2012





CURTNER/POMEROY LEARNING CENTERS
 At Curtner and Pomeroy Elementary Schools previously used spaces were converted into new Learning Centers where blended learning can take place in a visually open space and loosely supervised setting. Learning Centers are large enough to hold 60 – 90 students. Spaces can be modified for individual student learning or small to medium size groups. Centers include mobile and flexible furnishings meant to encourage collaboration and interaction, tackable surfaces or sliding marker board walls entirely covered with painted whiteboard surfaces that are low to the ground where children work standing or sitting, portable whiteboard panels will be hung at various locations for spontaneous use and wireless technology, mobile devices and laptops are available as well as large long throw projectors.

MILPITAS UNIFIED SCHOOL DISTRICT COMPLETED 2016



Next Generation Learning

Next generation learning, when deeply explored, challenges traditional school organization, roles of teachers, learning activities of students, parent/community relationships, and expectations for access to technology. Schools need to adapt their programs, organization, and classroom deliveries to instill the values and skills needed for success in the 21st century, and to be relevant enough to fully engage our current technology-bred students.

Research in life-long success indicates that our traditional focus of school core subjects, are still important but are no longer sufficient for success in the changing world. Instead, students need to learn the skills critical to navigating and succeeding in the new socio-economic landscape where change is the byword.

Students must be global learners which will enable them to live and work in this flat world. Education for the 21st century includes creative thinking, critical thinking and problem solving, communication, and collaboration skills, learned in an environment that fosters social/emotional skills development, healthy risk taking, and an understanding of the global connections to individual actions.

Next Generation Facilities

Facilities promote educational delivery. Key qualities of 21st century facilities include relationship building; intentional positioning of people; and purpose to create strong connections. Strategies include:

- Small Learning Communities
- Teacher Collaboration Centers
- Distributed leadership and guidance
- Looping of teachers with students
- Personalized/student-centered learning, empowering the multiple intelligences of the student as worker with the right tools for learning
- Brain-based furniture, designed for movement, individual learning preferences, and personal fit

- Variety of spaces to support multiple learning modalities, since different students learn best in different ways and effective educational delivery needs purposeful environments. These include:
- Reflective spaces, collaborative spaces, performance spaces
- Small group, large group spaces
- Technology rich spaces
- Flexible platforms for continued change, including: Agile school organizational structures (departmental, thematic, Small Learning Communities) without physical change, and often simultaneously
 - Agile spaces for learning, with multiple connections and possible interpretations
 - Interdisciplinary connections supported through strategic positioning of functions
- Foster communication and collaboration:
 - Team teaching spaces for two, three or four synchronous teachers
 - Teacher planning centers, small group rooms
- Support active/applied learning with technology and places to make things
- Make learning visible through visual connections and display of student work
- Collaboration and communication: strategic positioning of teachers to stimulate working together
- Expression of the school's enduring signature through the architecture to foster continued identity and spirit
- Ideally our educational facilities and furniture should be responsive, flexible and be a spark for our students in our ever changing world.

Project Recommendations

“Empowering All Children to Achieve Excellence”
- Oxnard School District Vision Statement.

“.....strives to achieve exemplary academic performance in Common Core State Standards, Science and Wellness curriculum and rigor in all academia.”
– Rose Avenue – The School of Science & Wellness Mission Statement

Creative Design Aesthetics

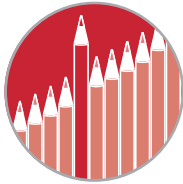
IBI's designs are inspired by the client's vision and goal. Our designs are motivated by the interactive and collaborative discussions we have with the District and stakeholders. We pride ourselves in being good listeners, to actively hear what the user really wants to accomplish when communicating what is important to them. We provide creative options and guidance to assist the District in developing the most imaginative solutions that meet cost parameters. These basic tenets form the foundation of our designs.

IBI provides innovative and inventive designs that are distinctive to each client's objective. IBI understands the constraints and challenges of educational facility funding, nevertheless achieves creative designs by providing unique solutions that are aesthetically attractive but function well and are easily maintained. IBI is sensitive to existing site characteristics whether modifying existing buildings or introducing new structures onto an existing site. The architecture can be contextual if the goal is to integrate with what already exists. Conversely, the architecture can create an original aesthetic, if setting a new direction is the goal. A new facility on new sites provides opportunities to create totally integrated concepts. IBI is skilled at using new materials to achieve a look that blends in or expresses imaginative design ideas. Interpretation and understanding the parameters influences the design whether speaking of classroom casework, a collaborative space, or how buildings are sited. IBI is sensitive to the artistic potential of all elements of the design.

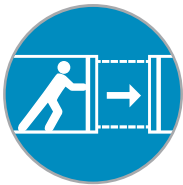
Many aspects beyond the aesthetics go into making successful designed spaces that users may not even be aware of. A space or building that is successfully planned out, where people move through it naturally and is easily understood, feels comfortable, welcoming, flexible and gives a sense of security. IBI uses color or forms to emphasize an entry or collaboration area to provide visual clues without unnecessary extra signage. Our designs orient the building or spaces to capture natural daylight without introducing glare on surfaces providing pleasant work areas. We choose finish materials and planting that is healthy and vibrant; which are attractive, practical and require minimal maintenance. The technology should be functional, easy to use and easily accessed when requiring service.

IBI designs consider not only what is needed today, but are flexible and adaptable for potential future changes. Outstanding design is the seamless integration of programmatic criteria, technical systems, quality construction that is composed in a pleasing composition which creates an environment that will provide the facility to achieve the District Vision and Mission of the Rose Avenue – The School of Science and Wellness .

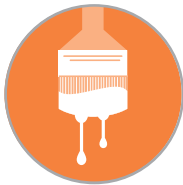
Six Design Factors that Impact Learning



Choice



Flexibility



Color



Connection



Light



Complexity

The design of the Rose Avenue K-5 replacement school will promote Next Generation educational delivery and have the following key qualities:

Technology

Flexibility to adapt and change as technology and systems change is a must. As architects we must design for today and anticipate the future. Providing an infrastructure for future technologies is an important consideration and must include flexible cabling pathways and conduits for anticipated fiber optic or other advanced information systems. It is important to allow for expansion and conversion as well as infrastructure to support new types of technology as they come online. Consideration must be given to the integration of security, telecommunication, fire life safety, lighting control, emergency backup and renewable energy distribution, all as a unified operational system. It is not uncommon for technology to change midstream of a building design.

IBI Group's team includes highly skilled architects, engineers and consultants to provide the District guidance or work with the District's IT representative on selecting appropriate systems. The Team can provide the design and layout for sophisticated technology systems; including energy management systems, lighting controls, access controls, audio-visual systems, data/computer systems and interactive whiteboard systems. Our experience spans from the pre-school to college classroom, to corporate America, from the simplest low cost solution to the most sophisticated data center.

Create Connections

- Relationship building, intentional positioning of people and purpose to create strong connections. The concept includes the ability of the school include the following:
 - Small Learning Communities – Grouping of the students to promote grade level collaboration
 - Teacher Collaboration Centers
- Personalized/student-centered learning, empowering the multiple intelligences of the student as worker with the right tools for learning

Create Vitality

- Variety of spaces to support multiple learning modalities, since different students learn best in different ways and effective educational delivery needs purposeful environments. These include:
- Reflective spaces, collaborative spaces, performance spaces
 - Small group, large group spaces
 - Technology rich spaces
- Flexible platforms for continued change, including:
 - Agile school organizational structures (departmental, thematic, Small Learning Communities) without physical change, and often simultaneously
 - Agile spaces for learning, with multiple connections and possible interpretations
 - Furniture will be responsive, flexible, adaptable, and be a spark for our students in our ever changing world.

Pool Resources

- Foster communication and collaboration:
 - Teacher planning centers, small group rooms
- Support active/applied learning with technology and places to make things
- Make learning visible through visual connections and display of student work
- Collaboration and communication: strategic positioning of teachers to stimulate working together

Flexibility

- Adaptable furnishings and furniture:
 - Brain-based furniture, designed for movement, individual learning preferences, and personal fit
 - Flexible/moveable storage that is secure yet accessible

Design

- Expression of the school's enduring signature through the architecture to foster continued identity and spirit. Promotion of the school's logo.
- Facilities and furniture responsive, flexible, adaptable, and be a spark for our students in our ever changing world.
- Interdisciplinary connections supported through strategic positioning of functions
- Quality construction that limits maintenance and replacement.



Design Strategies and Proposed Timelines

IBI Group is highly experienced in meeting schedules and timelines. In fact, many clients enlist our services for this one reason. Just a few of our success stories include:

- Successfully modernizing 12 projects at one District over the summer,
- Completing a 3-story classroom building from inception to completion in 18 months,
- Building a new K-8 non-modular school from programming to occupancy in just over 24 months, including agency review time.

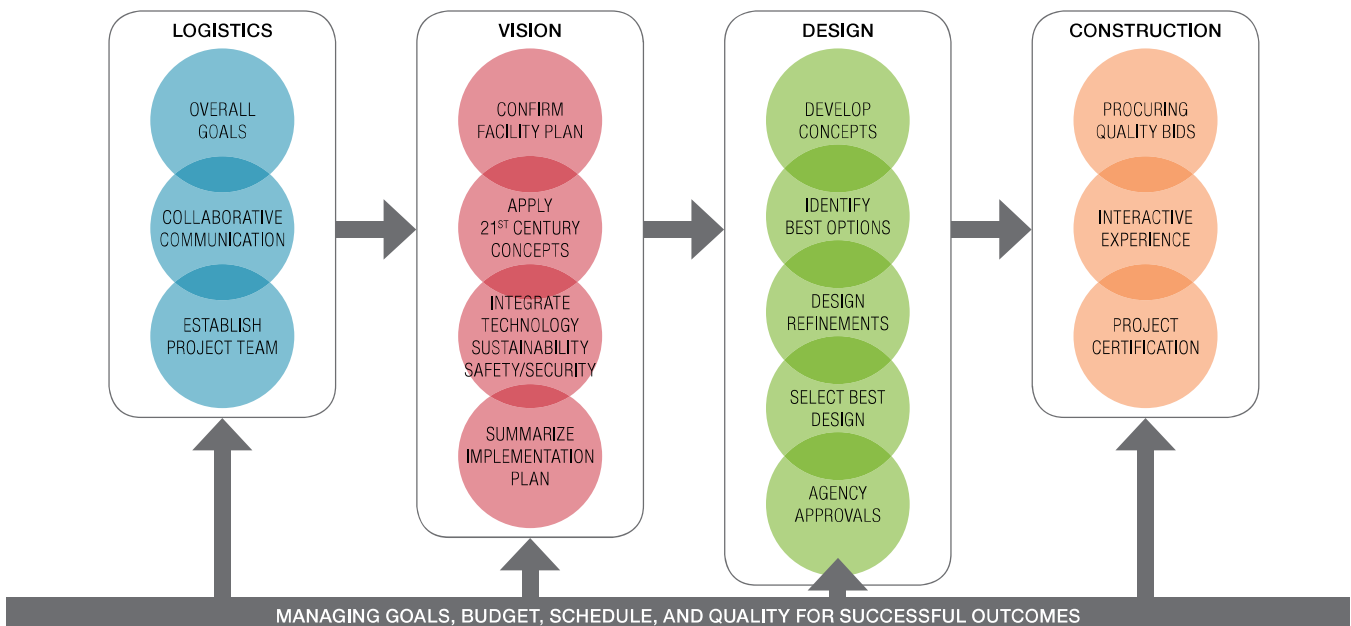
Good design, maintaining budget and schedule control begins at the initial planning of the project. Senior staff with extensive facility planning and design experience will be proactive in initiating appropriate means to effectively manage or accelerate the schedule. We will work closely with you and the LLB Contractor from the start to identify realistic milestones that can be adhered to throughout the process and that are agreed to by all parties. We make sure to include time for decision making, phase and document review, agency review, construction phasing.

We have developed schedules where design phases overlap or projects are broken out into increments so that certain aspects can start ahead of other yet to be completed areas so as to get a head start. We have employed this method in both design and construction phases.

Early consultation with DSA assists the planning project in anticipating code and state requirements that affect the choices available. We are at DSA frequently to expedite projects through the bureaucracy. Our firm typically has implemented preliminary reviews with DSA as a way of proactively assessing critical issues. Your plans are reviewed face to face with the DSA staff very early on in the process, thus avoiding any misunderstandings and potential delays.

IBI takes a very proactive role in resolving issues before they affect the schedule or budget. Knowing who to talk to, what forms to use and treating DSA individuals as they are part of our team and the solution really eliminates the potential for delays. We understand the submission process and our submissions are complete. When clarifications are requested, or DSA field changes occur, we respond quickly, thus reducing any potential time delays.

During construction, a large part of maintaining the project finish date is to closely monitor the construction schedule, attend the weekly site meetings to monitor progress, review and respond to RFIs, submittals, and DSA requests in a timely manner. When consistently adhered to by all members of the construction team, when the project does have an interruption in the schedule, everyone can quickly determine an alternate means to get back on task. The contractors are required to provide “make-up” means and schedules to get their work back on the master schedule, our task is to assist in our capacity to not add additional burden to the schedule.



Lease – Lease Back Experience



The school facility services you call for are well known to us and we are confident in our ability to provide them to you. We apply our profession to serve our education clients with vision and strategic planning – not merely buildings. Large or small; new or rehab; our passion is creating quality education facilities necessary to sustain a productive educational community.

IBI Group is highly experienced in the Lease - Lease Back Delivery Method. IBI Group participates in a wide variety of construction delivery methods. We are able to deliver design and construction administration services for traditional Design-Bid-Build, Multiple Prime Contracts, Design Build, Bridging Design Build, Modular Construction, CM at Risk, P3s and Lease-Lease Back (LLB).

We have provided LLB services to Districts that use agreements based on Education Code Section 17406 as a project delivery method since the late 1990's. The majority of Districts we work with, who use LLB agreements, solicit multiple requests for firm qualifications from LLB firms before entering into an agreement for the price of a project. Assessing capabilities and methodologies prior to pricing a project allows the District to weigh the competency of the builder and their design phase capabilities.

It has been our observation that LLB reduces the District risks attributed to schedule delays, poor quality work and rising costs. We have worked with the LLBs from initial kick-off meetings, through all phases of design, agency approval and construction. Having the LLB participate as early as possible in the project provides continuity and understanding of the issues and decisions that culminated into the final documents. IBI, the District and LLB will together review program, constructability issues, value engineering options and costs at each phase to collaborate to produce the best outcome. This type of delivery method is often very successful since there is a feeling of teamwork and joint accomplishment between all parties.

This type of project may involve slightly higher initial costs as compared to traditional Design-Bid-Build projects as the contractor's management portion is brought in earlier in the project. One advantage however, is that time can be made up because the documents will have been continuously reviewed and coordinated earlier, pricing can be done along the way, and construction schedules can be shortened with bidding occurring during the DSA Approval phase and the pre-purchasing of long lead items and some flexibility in negotiating subcontractor or material costs.

Additional advantages to this type of construction delivery method allows the contractor, with the review by the District, to choose from a selected listed of pre-qualified sub-contractors ensuring better quality and competitive pricing to be below the guaranteed price. There is often little or no change orders associated with the project. Assembly Bill 566, effective Jan. 1, 2016, requires lease-leaseback developers to use "skilled and trained workforce at every level of the project." This will need to be assessed carefully by the LLB. Lastly, since the Builder has a reputation to maintain, they tend to perform at a higher level.



Lease-Lease Back Experience

Applied Technology Center; Montebello, CA

A new technical high school for 730 students funded by Career Technical Education (CTE) grants. Based on a shell and core concept, the building is designed with utmost flexibility and learning spaces for A-G requirements as well as project-based learning. The project is very sustainable and energy efficient and qualified for HPI grant augmentation. IBI Group provided the Campus Facilities Master Plan, funding strategies, and comprehensive A/E services for the design and construction of this new technical high school.

Client: Montebello Unified School District

Contact: Cheryl Plotkin, Director of Facilities
323-887-7900



Paso Robles High School - 2-Story Classroom Building; Paso Robles, CA

As part of Measure "T" the citizens of Paso Robles approved the replacement of existing portable classrooms with a permanent classroom building. An approach designed in conjunction with the District staff determined the best building configuration and location on-site. The 20 classroom building was constructed above a building pad created by the removal and relocation of 7 portables and replaced another 12 portables which were all removed upon completion of the final phase of construction.

Client: Paso Robles Joint Unified School District

Contact: Mr. Ashley Lightfoot, Director of Facilities and Operations
805-769-1000



Taylor Middle School New Cafeteria Building and Measure X & N Modernizations; Millbrae, CA

The Taylor MS Multi-Purpose Building serves all five schools in the District as a new central kitchen while also housing the 900+ students of Taylor Middle School for lunch every day. The building will host presentations and performances using its state-of-the-art audio-visual system, and will be available for use by the community. The facility includes volleyball courts and a high school basketball court.



In 2012, IBI Group also completed modernization work at Taylor, which was incrementally constructed over two years with funds from Measure X. The first increment included site work only. The second increment included work in some of the campus buildings including ADA compliance, system and seismic upgrades, roofing projects, interior and exterior finishes and signage. We are currently working on additional projects, funded partially by Measure N at the Taylor Middle School Campus. Increment I has been completed and included additional roof replacement and ADA upgrades. Increment II began construction in June 2014, and included seismic upgrades, ADA upgrades and modernization of remaining campus buildings. Both Measure X and Measure N were constructed in increments due to scheduling of work and funds available.

Client: Millbrae Elementary School District

Contact: Cynthia Shieh, Chief Business Officer
605-697-5963



Paso Robles CTE Agriculture Building; Paso Robles, CA

The project consists of the construction of a 9,200 sq ft Agriculture Career Technology Education (CTE) facility comprised of three buildings clustered around a central courtyard and demonstration garden on the existing Paso Robles High School campus. The buildings house a welding shop, outdoor welding area, faculty work room, student workroom, two agriculture labs, a horticulture lab including a floral cooler, classrooms, staff offices, and associated accessory spaces.

Client: Paso Robles Joint Unified School District

Contact: Mr. Ashley Lightfoot, Director of Facilities and Operations
805-769-1000



Huron Middle School Classroom Addition; Huron, CA

The construction of Classroom Building 600 completes the original campus master plan, and includes the integration of the building with DSA pre-approved modular classrooms, adjoining a permanent portion of the building together with connections of services, flatwork, and landscape to existing systems; modifications to the existing site; accessible parking stalls; and path of travel improvements. As a Lease/Lease Back contract, existing ball fields were included with the scope of work to upgrade baseball and softball fields, backstops, and accessibility features.

Client: Coalinga-Huron Joint Union School District

Contact: Mr. Jim Reckas, Director of Facilities
559-935-7640

Site-Specific Information



Project Design Review

1



ANNE DARLING ELEMENTARY SCHOOL



IBI has thoroughly reviewed the program and the requirements for the Rose Avenue K-5 Replacement project and have concluded that the basis of design for the project will be three previously constructed projects:

- Administration Building – Anne Darling Elementary School (redesigned to fit the program)
- Multipurpose Building – Horace Mann Elementary School
- Classroom Buildings – Dooley Elementary School

As these were designed to meet specific educational pedagogies and requirements there wasn't one project the "fit the bill". We will use the developed documents to expedite the design process while updating them to fit Oxnard School District's educational vision, neighborhood character, and current code requirements. IBI Group has the depth of staff to meet the schedule requirements.

As a collective practice, IBI Group offers a collaborative model that reflects our passion for educational architecture and next generation learning models. We understand that the **Rose Avenue K-5 Replacement School** will be part of the next generation learning and provide opportunities to expand the choices for the individual learners in the Oxnard Community. IBI Learning+ is focused on providing exceptional client service throughout California K-12 school districts, most of whom are long-standing repeat clients which addresses IBI's core values of Integrity, Partnership, Excellence, Innovation and Community. We are an established firm with over 40 years of experience in educational facility planning, the design of new schools, campus modernizations and renovations as well as a thorough understanding of State Agency processes. We have completed thousands of educational facility projects in California, of virtually every type for numerous K-12 school districts, community college and university clients. This experience and the **lessons learned** with each and every project have allowed us to hone our skills and increase our knowledge base. **Oxnard School District** will benefit from our knowledge. We will bring new ideas to the table along with the technical expertise to execute them. The replacement school will be designed with the following in mind:



HORACE MANN ELEMENTARY SCHOOL



We connect curriculum and facility design. IBI Learning+ is at the forefront of transforming existing space into next generation learning environments. We have been at the forefront of designing spaces that are both adaptive and agile enough to change with the instructor, the learner, and educational pedagogy.

We embrace technology in the learning process. IBI Learning+ is a diverse practice and we have the knowledge base and capacity to integrate technology into the fabric of an education facility at the very beginning of design. Technology is not only a tool for the learner, but rather an opportunity for them to be involved their learning process.

We are engaged within the community. From the very beginning IBI Group has understood that our work in the Oxnard Unified School District is an integral part of the community it serves. We at IBI are invested in creating environments for learners to thrive while also being hubs for community activity. First and foremost, we support the realization of your vision through our partnership to create optimal Next Generation Learning Environments. Our partnership with the District on not only the analysis of the project needs but the issues related to the development of a school in an existing neighborhood. Through a series of Community meetings at the school campus we will assist the District with keeping the Community engaged with the project.

Design Concept: Next Generation Learning

Public education for future generations challenges us to look beyond traditional forms of learning and instruction to envision learning communities that enable educators to collaborate, share best practices and integrate Next Generation skills into classrooms. This means creating relevant, real world, 21st century environments with accessible learning tools, technologies and resources that expand community and international involvement in learning, both face-to-face and online; architectural designs that support group, team and individual learning. We work with numerous Districts to understand how they want to deliver educational pedagogy and then respond with the appropriate facility design.

We believe learning should be contextual and relational, not just rigid adherence to skill-building. We understand teaching and technology ought to be seen as the ‘invisible tools’ in the learning encounter. Meaningful learning is interactive.

Learning doesn’t only happen in classes or groups, it happens individually. Each student comes with his own readiness, frame-of-reference, topical aptitude, rate of learning and socialization maturity, all of which influence the learning outcomes. Today’s students reside in a more connected universe. We understand their journey isn’t about mastering the ‘habit-trail’, it’s about mastering the realm.



DOOLEY ELEMENTARY SCHOOL



Next Generation Learning Environments

21st century learning, when deeply explored, challenges traditional school organization, roles of teachers, learning activities of students, parent/community relationships and expectations for access to technology. All educational research related to our changing political, economic, and technological world calls for drastic shifts in the fundamental purpose and process of learning. Schools are adapting their programs, organization and classroom deliveries to instill the values and skills needed for success in the 21st century, and to be relevant to fully engage our current technology-bred, digital students.

Research in life-long success indicates that our traditional focus of school core subjects are still important, but are no longer sufficient for success in the changing world. Instead, students need to learn the skills critical to navigating and succeeding in the new socio-economic landscape where change is the byword.

The facilities and environments that allow the student and instructor to thrive often are larger than the traditional 30' x 30' square room, providing mobility and movement to work and explore. Spaces should have flexible and versatile technology and furnishings, and they should provide acoustical separation while still allowing visual connection. Natural lighting, ventilation and views are important to student and staff comfort. Colors and graphics are employed to provide vibrancy. Materials installed in the construction will have low VOCs (volatile organic compounds) to provide a green and sustainable environment. Outdoor and indoor connections allow integrated learning opportunities as well as a feeling of connectedness to the larger world.

Students should occupy spaces that allow them to become global learners which will enable them to live, work and play in their adult futures. Education for the 21st century includes creative thinking, critical thinking and problem solving, communication, and collaboration skills, learned in an environment that fosters social/emotional skills development, measured risk-taking, and an understanding of the global connections to individual actions.

Design Concept 1

In the design of the site we first took into consideration the opportunities and challenges that the site presents as follows:

- Existing campus buildings to the north
- Traffic flow around the site buses, drop-off
- Location of athletic facilities for potential community use
- Wind direction (primarily from the west)
- Neighborhood scale

The facilities are placed so that the more public facilities Administration and Multipurpose are located facing Driskill St. with their single story elements providing similar scale to the surrounding residential area. The vehicular circulation separates the bus drop-off on Driskill St. from the parent drop-off on La Puerta Avenue. The Kindergartens are placed facing La Puerta for convenient drop-off of the Kindergarten students. The adjacent parking area in the staff lot could also have temporary parking to allow for the short term parking of Kindergarten parents to allow them to walk their students to class. This concept provides for visitor parking on the corner. The layout of the site also provides for parking on Driskill St. to accommodate the Multipurpose and the fields while providing secured staff parking to the east. The athletic fields which will support either three (3) U12 soccer fields or one full-size field are separated from the main campus by the hardcourt play area.

The site concept also features significant spaces for outdoor learning which are provided on the interior quad and to the east of the classroom buildings which will be design as outdoor collaboration spaces that will accommodate a variety of group sizes. The design of these outdoor connections is a cornerstone of “Next Generation Learning” facilities.

The Administration building with its simple design and shed roof structure along with the MPR signals the main point of entry for the campus. The Administration building reaches out to grab the visitor and welcome them into the campus in a secure and controlled manner. Once in the Administration area the visitor can be directed to where they need to go on the campus.

Bridging the two structures is a structure that can also serve as a covered lunch area. These two buildings together form the west edge of the Collaboration Court.

The two-story classroom buildings for the south and east perimeter of the Central Campus and include 20 Flexible Classrooms that can be configured for a variety of different teaching and furniture configurations, RSP/Speech room, Special Education Classroom, Piano Keyboard Room, 4 Kindergartens, restrooms, and associated support spaces. The 2nd level will be accessed by stairs and an elevator. The student and staff restroom spaces are stacked on each level. The four Kindergarten classrooms will be at ground level and will have separate toilet facilities within their area, to be shared between the two classrooms. They will have space for internal storage for materials and outdoor storage for play equipment.

The Main Classroom Building functions as “Teacher’s Helpers”- The building is based on a 24'-0” module which allows for a more traditional linear layout while creating classrooms that can be flexible in use. The classroom entry and exiting from the classroom faces inward to a Collaboration Court which can be used by students during recess to gather and relax. During class hours the court can be used as an instructional space where a whole class, small group or individual occupies the space to do group or independent learning. This provides teachers, aids, resource specialists with a variety of ways they can use the buildings to vary how they interact with the students. A roof and west and north facing glazing extends over the collaboration space providing cover from the weather, diffused light but will not need to be conditioned.



Ideas that Express Instruction: In the Collaboration Court, there would be a water source to allow wet activities. There would be a few fixed seating arrangements for informal gatherings. The building materials and colors could be articulated with different textures and colors explained. In addition we have shown outdoor planting area, children’s garden area, and outdoor learning/collaboration areas that will provide a variety of outdoor learning opportunities that will further the science and wellness mission of **Rose Avenue K-5**. The glazing could be stippled or fritted to explain patterns and light. Both levels could express the different grade level learning concepts by writing metric measurements beside US/Imperial number values. These ideas can take a variety of forms both on the exterior and interior of the classrooms. It is our intention to brand the campus to promote a sense pride for the school and the surrounding Community. The school will become a reflection of the Rose Avenue K-5 Vision Statement:

“Rose Avenue Elementary-The School of Science and Wellness, is dedicated to recognition “of the unique value of each person; providing active learning in a safe, supportive environment; developing as a neighborhood school community, and promoting a partnership between family and school” – Rose Avenue Elementary Vision

Most of the classroom space will have at least two exterior walls which allow for the natural light source to come from different directions if one side is closed off. The breezeway connects the two classroom buildings and creates a visual connection to the Collaboration Court. The building would have thematic art or illustrative elements.

The Media Center is central to the campus and provides a variety of break-out spaces for smaller groups to work quietly. The Media Center will also provide technology to allow the learner to participate in both class and self-directed exploration.

Design Concept 2

Design Concept 2 is very similar to Concept 1 in the placement of buildings and learning ideas that instruction. The main idea here is we have designed the site to further separate the transportation modalities. First we locate the parent drop-off on Driskill Avenue while the drop-off for Kindergarten is located on La Puerta. The bus drop-off uses the private access to the west to allow for safe pick-up and drop for students away for the vehicular traffic. A covered waiting area can be designed to accommodate this area. The main parking area for staff and Multipurpose has been located off of Driskill Street for easy access.

This configuration also allows for the separation of the hardcourt areas for upper and lower grade play areas. This provides an even better connection for outdoor learning areas to the east of the classroom buildings.

Re-Use Challenges

The inherent challenge in a complete re-use of plans is two-fold. First and foremost is find a set of plans that matches the District and the School’s educational pedagogies, vision, goals and budget. Second as contractual liability has become more complex it will be a challenge to do a complete re-use without the approval of the District who the school was originally created for. It is with those two challenges in mind that IBI Group has chosen to use successful projects as a basis of design and provide the Oxnard School District with a design that is focused on the Learner at Rose Avenue.

Site Visits

The schools that we have outline in this proposal are all still clients and amenable to site visits to view these projects. Upon request we can make calls about specific dates once they are known.



**IBI Group's Approach supports Oxnard School District's Mission/
Vision Statement:** "Empowering All Children to Achieve Excellence"

Our vision is to create holistic education environments which are designed for the individual learner, as well as wholly integrated and engaged within their surrounding communities and campus.

Indoor/outdoor learning environments for large or small groups

Courtyard protected from prevailing winds while providing comfortable environment for outdoor activities

Connect learning with integration with the surrounding physical environment



Site Layout – Option 1



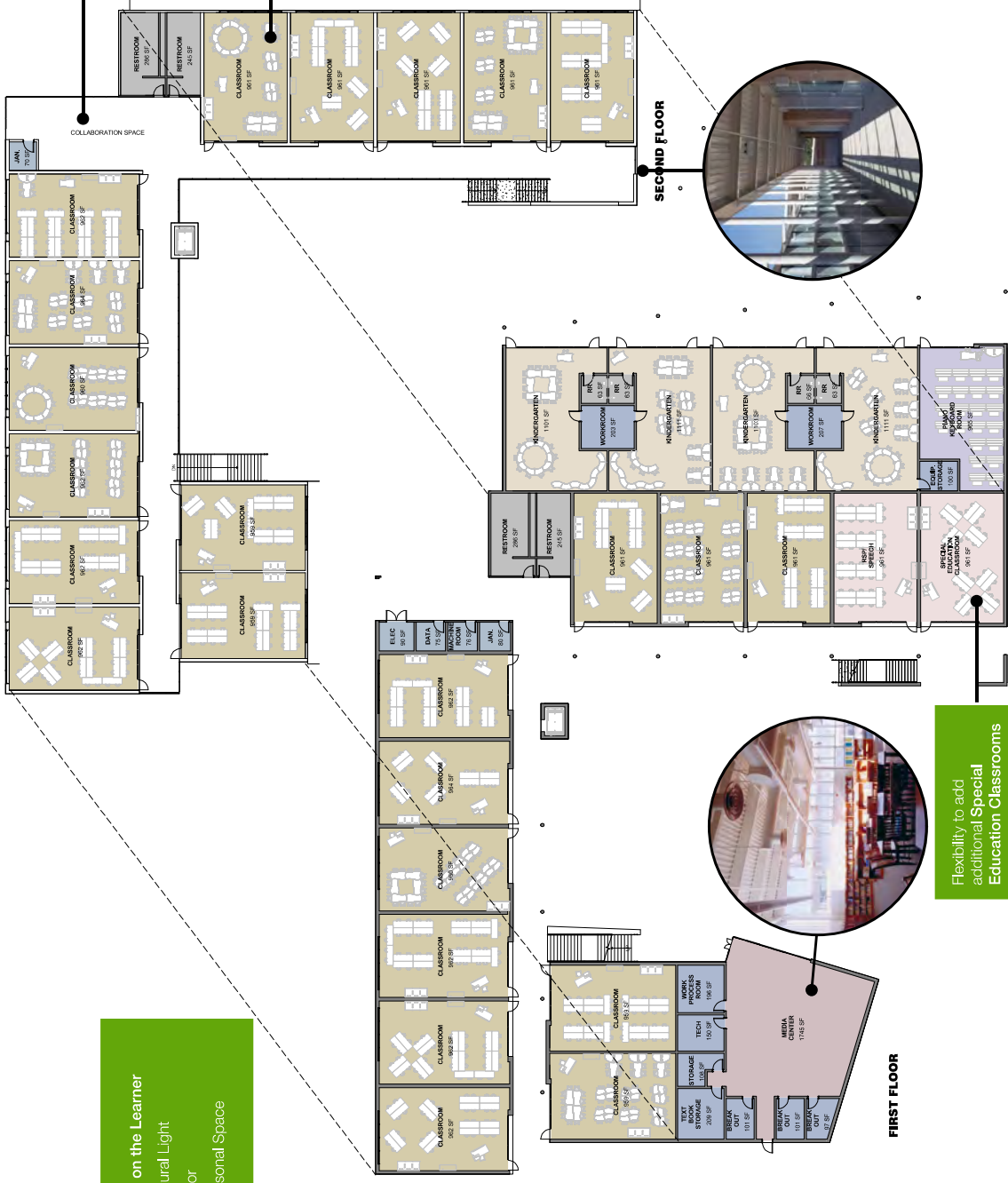
Bus drop-off on the rear side of the campus provides a safer, more secure area for the students

Opportunity for separate play areas for different grades

Separate drop-off for kindergartners

Separate drop-off for grade school

Site Layout – Option 2



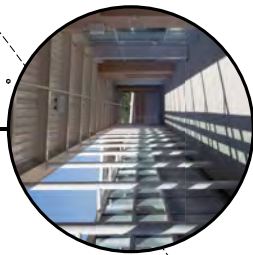
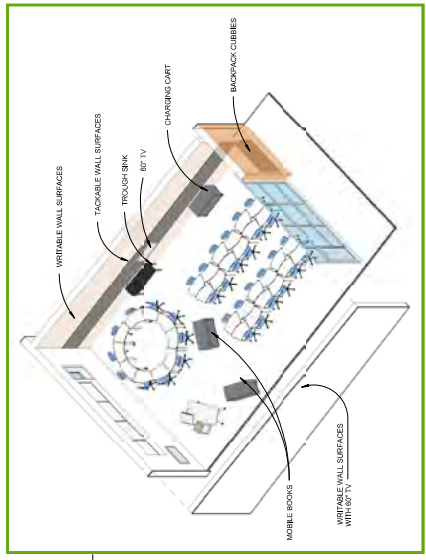
Circulation spaces that provide opportunities for collaborative spaces and potential for other activities

Focus on the Learner

- Natural Light
- Color
- Personal Space

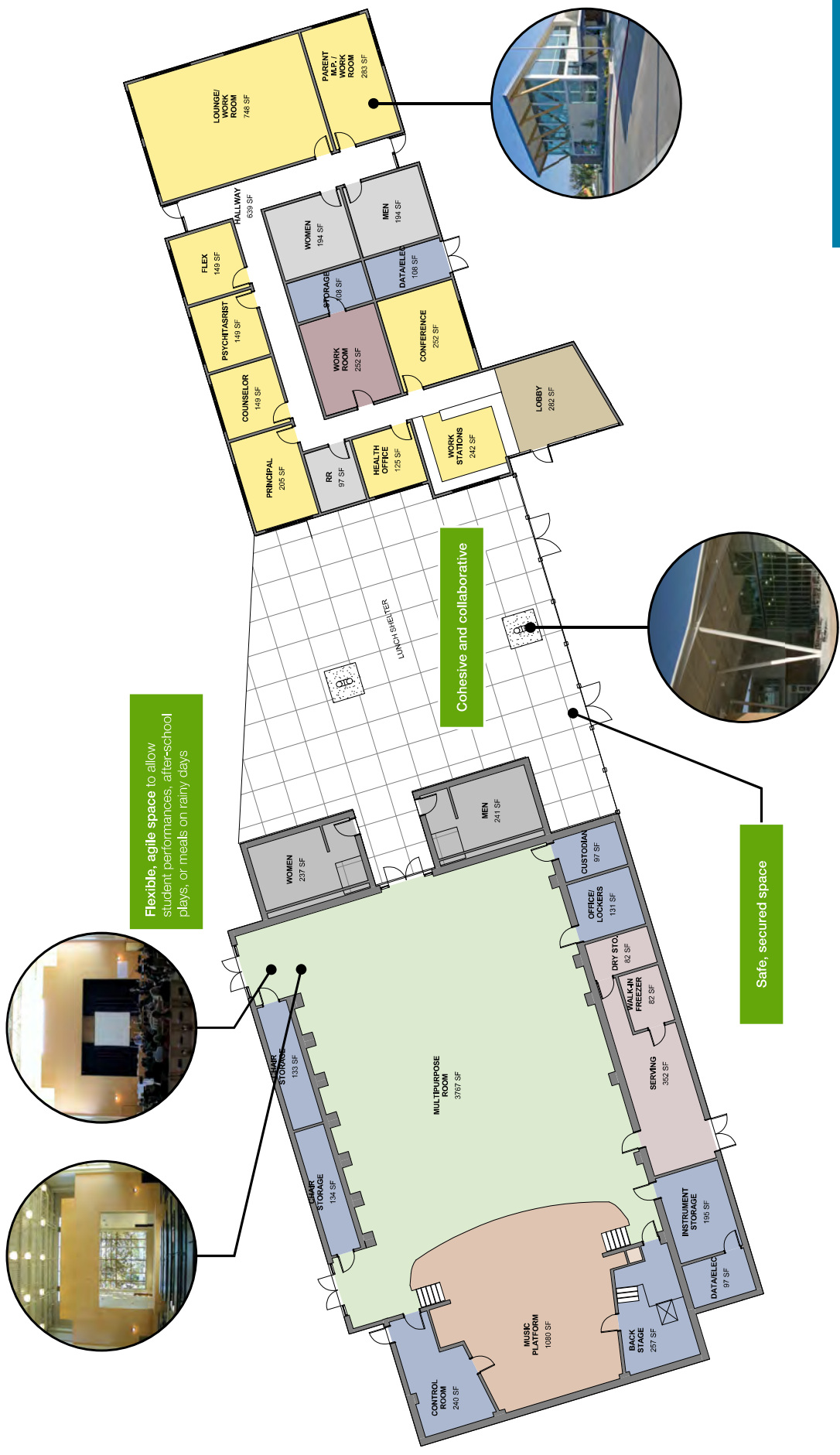


- High ceilings
- Daylight
- Flexible, alternative spaces within the classroom



Flexibility to add additional Special Education Classrooms

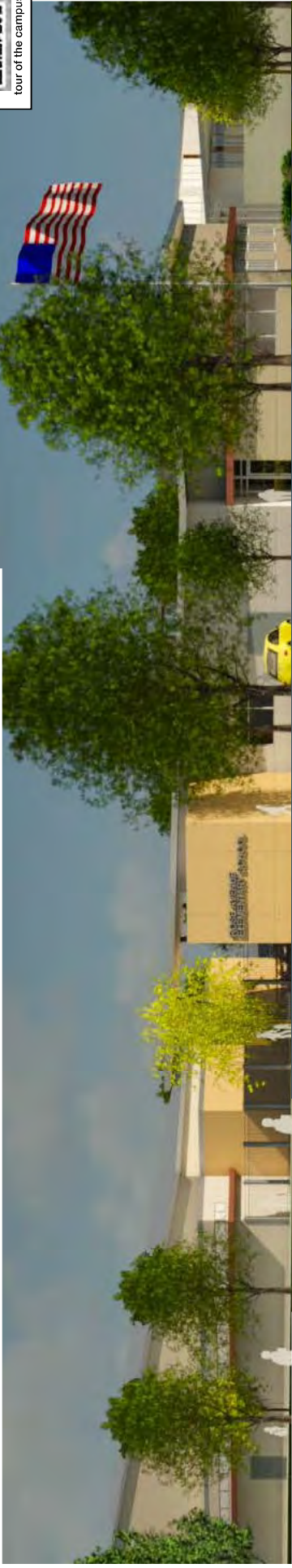
Learning Environments



Administrative/
 Multipurpose Building

How do we create learning communities for the greatest thinkers and the most thoughtful people?

By designing a school that would continue to inspire its learners. To provide connections and ways for students to interact with the building and schoolyard and to better understand their impact on the world around them.



View from South Driskill Street



WE ARE FOCUSED ON THE LEARNER

The learner is central to the education process and honors the shift to individualized learning methods. Our designs and approach reflect this movement, being flexible and adaptable. Individuals are making their own choices in how they learn and our designs encourage opportunities for learning beyond the classroom, as we believe it is a seamless process which extends into the community at large.



WE CONNECT CURRICULUM AND BUILDING DESIGN

Integrating design with teaching tools... like the alphabets engraved on the floor or playing a game to identify the organisms in the surroundings and then categorizing them per the food web and establishing their relationships in the ecosystem.

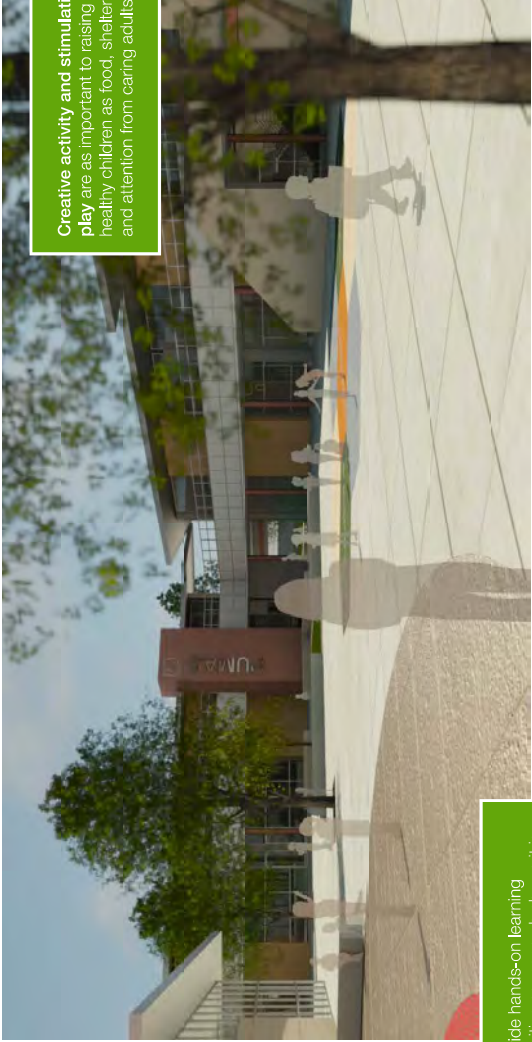
Students retain knowledge better when they interact with their curriculum. Our mission is to support this process.

Connect learning with the integration with the surrounding physical environment...



View from the lunch area

IBI Group's thinking is to identify features and design techniques that emphasize a student focused building...
...to encourage collaboration and utilize floor spaces for transitioning and connecting students to their exterior physical environment.



Creative activity and stimulating play are as important to raising healthy children as food, shelter and attention from caring adults.

...to provide hands-on learning opportunities as research shows it is a great way to link new concepts to ideas that children already understand



Outdoor Planting area

Outdoor planting areas extend the classrooms to the exteriors

Proposed Design Personnel



+ Education

- California Polytechnic State University, San Luis Obispo, Bachelor of Architecture (1971)

+ Registrations

- NCARB# 28698
- 1976: Registered Architect, California #C-8702
- 1987: Registered Architect, Nevada #1950
- 2002: Registered Architect, Florida #AR91479
- 2010: Registered Architect, Arizona #50838

William R. Tuculet AIA

Principal Architect

Bill is the Principal-In-Charge of the IBI Group - San Luis Obispo office. With over 40 years of professional experience and 36 as Principal Architect, Bill remains active as the office leader and designer. He has received many awards over the years. Bill has led multiple remodel, modernization and new construction efforts for several Districts around California, including the Oxnard School District. Bill has completed projects on most of the District's sites and is familiar with the Oxnard community. Bill acts as conductor and will assign and coordinate the efforts of all IBI Group staff and consultants as well as contributing his talent and experiences to each specific project.

Representative Projects:

Oxnard School District

- Class Size Reduction Portables (14 Campuses)
- Norman Brekke Elementary School
- Haydock School Modernization
- Emilie Ritchen Elementary School
- Fire Alarm Installation (11 Campuses)

Paso Robles Unified School District

- Paso Robles High School Modernization; Gym Addition; 2-Story Classroom Building
- CTE Agriculture Building
- Paso Robles High School Practice Gym

Pleasant Valley School District

- Master Planning/Facility Assessments
- Thirteen (13) Elementary School Modernizations
- Three (3) New Elementary Schools

San Jose Unified School District

- Master Planning and Facility Assessments
- Eight (8) High School Modernizations
- Anne Darling Elementary School
- Administration and Media Center
- Three (3) New Science Buildings

Milpitas Unified School District

- Master Planning/Facility Assessments
- Eight (8) Elementary School Modernizations
- Four (4) Elementary Schools
- Milpitas High School Multipurpose Room Building; Math/Science Building; Food Court
- Two (2) High School New Buildings
- Milpitas Middle School Modernization



Craig Atkinson AIA, NCARB, LEED AP BD+C

Project Architect

Craig is an Associate Architect with more than 24 years of experience in the design and construction of education projects. He has been chosen to lead your project because of his knowledge and extensive “know how” in educational project consensus building, design, planning, project delivery, and quality control. Craig’s years of project management experience for clients throughout California has made him a firm resource for client and community relations and quality control within IBI Group.

Representative Projects:

+ Education

- California Polytechnic State University, San Luis Obispo, Bachelor of Architecture (1990)
- Danish International Studies, Kobenhavns Universitet, Copenhagen, Denmark (1988-1989)

+ Registrations

- Registered Architect, California C-25387
- LEED Accredited Professional

Oxnard School District

- Norman Brekke Elementary School
- Haydock School Modernization
- Emilie Ritchen Elementary School

Paso Robles Unified School District

- Agricultural CTE Center
- Independent Studies Center

Orcutt Unified School District

- Child Care/Spec. Services Office
- Orcutt Jr. High School Gym Modernization
- District-Wide Modernizations; Multiple Projects

Kern County Superintendent of Schools

- North Kern Community School, Delano
- Southeast Career Center

Allan Hancock College

- Industrial Technology Building
- Science and Skills Building
- Audio-Visual VOIP Copper Cable Project



Osleide Walker
Senior Design Manager

Ms. Walker's design talents are formed by her international background. She believes that well designed, sustainable buildings create environments that promote wellness and maximize student achievement. Therefore, all her design work is driven by the program and designed to reduce the overall impact of the built environment on human health. Her designs are executed with a genuine sense of style, flare, fun and functionality.

She also influences the practice by sharing her experience and creativity. She has applied her design and planning talents to many of the firm's most engaging projects and is responsible for moving BIM (Building Information Modeling) forward and contributing to the numerous educational awards won by the firm. Ms. Walker was the senior LEED Manager for our recently awarded Monroe Community Wellness Center (Health Clinic) – LEED Silver Certification.

+ Education

- Escola Technica Federal da Bahia, Brazil, Edificacoes, 1988
- New School of Architecture, San Diego, California, 1991
- Bachelor of Architecture, California Polytechnic University Pomona, 2000

+ Memberships/Accreditations

- Montebello Unified School District Chair of the Advisory Board for the Architecture, Construction, Engineering (ACE) Pathway to College and Career
- Saddleback College Chair of the Advisory Committee for the Architecture Department

Representative Projects:

- Monroe Community Wellness Center (Health Clinic) and James Monroe High School Marquee Sign, County of Los Angeles Department of Public Works, LEED Silver Certification – Senior Designer and Project Manager. August 2011 through January 2015.
- Valley Region Middle School Campus (converted Polytechnic High School Freshman Center and Adult Education Facility)/Richard E. Byrd Middle School/Marquee Signs, Los Angeles Unified School District, Sun Valley, CA – Senior Designer. May 2008 through January 2015
- Hull Middle School and Marquee Sign, Torrance Unified School District – Senior Designer and Project Manager of new one story neighborhood campus for 750 students. May 2010 through August 2013.
- Fern Elementary School, Torrance Unified School District – Senior Designer and Project Manager of two story classroom and multipurpose building addition to existing historical campus. January 2010 through August 2013.
- New City School and Colegio New City, Long Beach Unified Charter School – Senior Designer and Project Manager and construction management to the conversion of existing retail store front into a charter school for approximately 300 K-12 students. July 2010 through January 2012.
- Sylmar Language Academy (Valley Region K-8 Span School #1), Los Angeles Unified School District – Senior Designer and Project Manager for a span school for 1050 students on a 7 acre site. September 2010 through December 2013.
- Applied Technology Center, Montebello Unified School District – Senior Designer and Project Manager for a new 60,000 sq ft technical education facility, including Career pathway High School for hospitality, health, construction, engineering, architecture, and public services Career pathway High School. October 2007 through December 2011 (Two Phases).



Janvi Kanani AIA, LEED AP

Project Manager

Janvi has over thirteen years of experience in education, commercial and public building projects. Her experience and understanding of the construction process allows her to guide a project from design through completion. Her passion and knowledge for sustainable design enables her to incorporate strategies that consider the environment, building efficiency and user satisfaction. In addition, Janvi has a strong background in graphics and 3D computer visualizations which she uses to help Clients visualize a project from initial concepts to a final design.

+ Education

- Kamla Raheja Vidyanidhi Institute for Architecture, Mumbai, India, Bachelors of Architecture (2001)
- Cerro Coso Community College, Ridgecrest, CA Associates in Science, Digital Animation

+ Registrations

- Registered Architect, California, USA C36379
- Registered Architect Mumbai, India CA/2002/29311
- LEED Accredited Professional
- Diploma in Basic Programming and Computer Operations
- Revit Architecture 2012 Certified Associate/Professional

Representative Projects:

Allan Hancock College

- Industrial Technology Complex & P.E. Fields
- Science & Skills Building, Audio-Visual System
- VOIP Copper Cable Project

Cuesta College

- Learning Resource Center – North Campus

West Valley-Mission Community College District

- West Valley College Campus Center Renovation (LEED Certified)

Greenfield Union School District

- Mary Chapa Academy Admin/Library (on the boards)

Santa Paula Unified School District

- Isbell Middle School Flex Labs (on the boards)

Paso Robles Unified School District

- Agriculture CTE Center
- Independent Studies Center

City of Santa Maria

- Multi-Modal Transit Facility
- Atkinson Park Community Center
- Police Department T.I.

City of Arroyo Grande

- Police Station Expansion Needs Assessment and
- Feasibility Study
- New Police Station

Conceptual Cost Estimate

Cost Estimate – Rough Order Of Magnitude

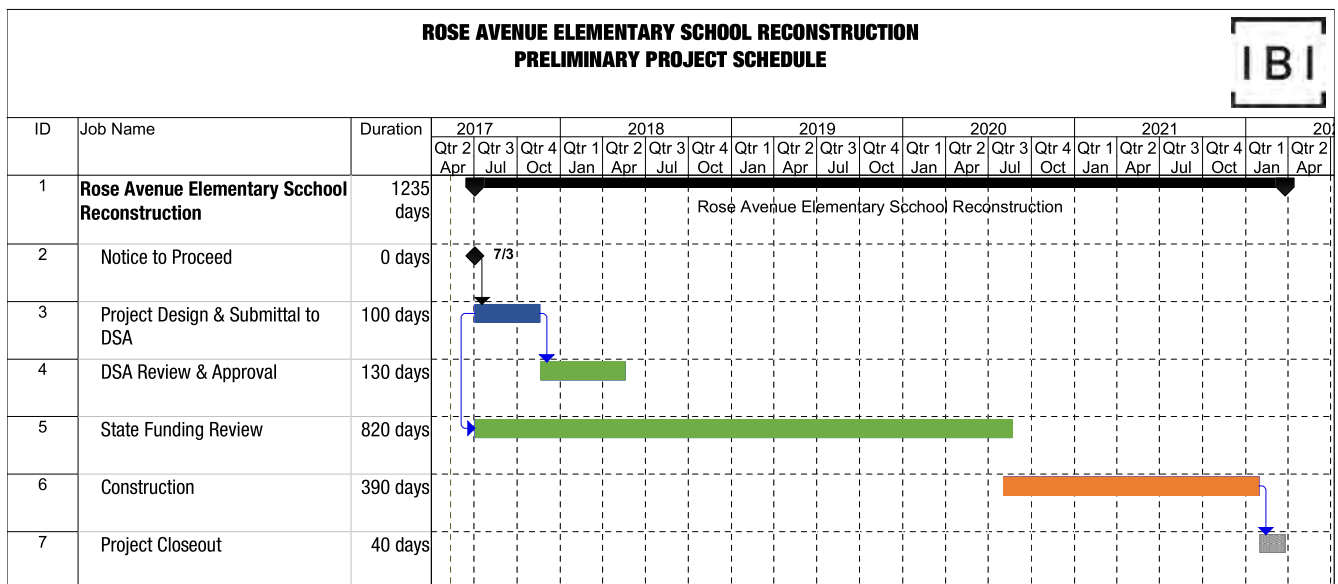
IBI Group has a strong history of understanding the design and construction influences that affect project budgets. We emphasize on-going cost control and apply it throughout all the design phases to assure the project is meeting your budget goals. With this in mind, we “design to budget” as well as provide exceptional design.

Proper cost budgeting and scope control starts at the very inception of the project. It will be the Client’s, the Lease Leaseback Contractor’s, and IBI Group’s responsibility to insure that the project’s financial goals are achievable and met. To assist in this determination, IBI Group offers its history of project cost estimating. IBI has worked in the public educational cost arena for over 40 years. And during that time, the cycle of economic forces have never been static. We task ourselves, each project, to understand the actual current conditions, local factors, period when construction will actually start, in order to be able to strategize maximizing limited funds. We will work together to review the budget and identify any concerns. If a District’s budget is not compatible with their wishes or expectations, it needs to be addressed at the beginning of the project. IBI typically wants to be involved in providing input to the entire project budget, not just the construction cost. Fees, insurance, utility connections, furniture and equipment, phasing, interim housing, and

moving/relocation expenses (along with other costs) are often left out by others or not enough contingency is included. All of these costs need to be considered as part of the total project cost. We highly recommend the District retain adequate contingency for both design and construction phases.

Our standard practice for a project of this size, is to retain independent construction cost estimating specialists which have reviewed the project in relation to the Conceptual Budget. Close coordination with District staff in regard to material selections, construction approaches, and regional labor and cost issues are integrated during the entire process. Statements of probable cost are prepared and reviewed at each phase of the work. Careful evaluations of the project’s design are done, including long-term cost benefits vs. the efforts to balance initial construction costs along with on-going costs of maintenance and security if you are to have a meaningful budget. By validating the cost estimate at each phase, making adjustments to the plans as required to maintain budget, we have found the project cost to be predictable. We refer to this as the “Principle of No-Surprises.”

Please see Attachment B on the following page for our full Cost Estimate.



IBI GROUP ARCHITECT SELECTION PACKAGE – RECONSTRUCTION OF ROSE K-5 SCHOOL
OXNARD SCHOOL DISTRICT

Rose Avenue K-5 School				Proposed "Re-use of Plans" School					
Design & Reconstruct School to District K-5 Specifications for 750 students									
Description	Quantity	Units	Total	Description (Same format as District Specification)	Quantity	Units	Variance from District Spec.	Actual Total Cost as Built	Est. 2017 Total Cost as Proposed
Teaching Space			30,400	Teaching Space					
Classroom (25)	24,000	sf		Classroom (25)	24033	sf	33		\$ 8,051,055
Kindergarten (4)	4,480	sf		Kindergarten (4)	4426	sf	(54)		\$ 1,482,710
Special Ed/RSP/Speech (2)	1,920	sf		Special Ed/RSP/Speech (2)	1922	sf	2		\$ 643,870
Teaching Support Space			450	Teaching Support Space					
Flex Room	150	sf		Flex Room	149	sf	(1)		\$ 40,975
Counselor Room	150	sf		Counselor Room	149	sf	(1)		\$ 40,975
Psychologist Room	150	sf		Psychologist Room	149	sf	(1)		\$ 40,975
Kindergarten Support Space			760	Kindergarten Support Space					
Workroom/Storage	400	sf		Workroom/Storage	410	sf	10		\$ 82,000
Toilets	260	sf		Toilets	255	sf	(5)		\$ 70,125
Equipment Storage	100	sf		Equipment Storage	100	sf	-		\$ 20,000
Administrative Space			3,005	Administrative Space					
Lobby/Public Waiting	300	sf		Lobby/Public Waiting	282	sf	(18)		\$ 98,700
Reception/Clerical	150	sf		Reception/Clerical	150	sf	-		\$ 52,500
Principal's Office	200	sf		Principal's Office	205	sf	5		\$ 56,375
Administrative Assistant	75	sf		Administrative Assistant	92	sf	17		\$ 25,300
Conference Room	250	sf		Conference Room	252	sf	2		\$ 81,900
Work/Main Copy Room	250	sf		Work/Main Copy Room	252	sf	2		\$ 56,700
Health Office	100	sf		Health Office	125	sf	25		\$ 37,500
Nurse/Health Clerk	75	sf		Nurse/Health Clerk	75	sf	-		\$ 20,625
Health Office Toilet	65	sf		Health Office Toilet	97	sf	32		\$ 48,500
Workroom/Lounge	600	sf		Workroom/Lounge	598	sf	(2)		\$ 194,350
Kitchenette/Vending	150	sf		Kitchenette/Vending	150	sf	-		\$ 52,500
Staff Toilets	390	sf		Staff Toilets	388	sf	(2)		\$ 164,900
Parent/Multi-Purpose/Workroom	300	sf		Parent/Multi-Purpose/Workroom	283	sf	(17)		\$ 99,050
Storage Room	100	sf		Storage Room	108	sf	8		\$ 21,600
Library and Resource Center			2,700	Library and Resource Center					
Circulation Desk	50	sf		Circulation Desk	50	sf	-		\$ 20,000
Work/Processing Room	200	sf		Work/Processing Room	196	sf	(4)		\$ 63,700
Storage Room	100	sf		Storage Room	108	sf	8		\$ 21,600
Reading Room	900	sf		Reading Room	900	sf	-		\$ 360,000
Story Telling Nook	400	sf		Story Telling Nook	400	sf	-		\$ 140,000
Stacks	400	sf		Stacks	400	sf	-		\$ 160,000
Textbook Storage	200	sf		Textbook Storage	209	sf	9		\$ 47,025
Small Breakout Room	300	sf		Small Breakout Room	299	sf	(1)		\$ 97,175
Tech Work/Storage Room	150	sf		Tech Work/Storage Room	150	sf	-		\$ 37,500
Multipurpose Facility			6,250	Multipurpose Facility					
Multipurpose Room	3,500	sf		Multipurpose Room	3767	sf	267		\$ 1,600,975
Chair/Table Storage	200	sf		Chair/Table Storage	267	sf	67		\$ 53,400
Control Room	75	sf		Control Room	240	sf	165		\$ 54,000
Music Platform	1,400	sf		Music Platform	1080	sf	(320)		\$ 432,000
Instrument Storage Room	200	sf		Instrument Storage Room	195	sf	(5)		\$ 43,875
Serving/Prep Kitchen	350	sf		Serving/Prep Kitchen	352	sf	2		\$ 176,000
Walk-in Refg/Freezer	150	sf		Walk-in Refg/Freezer	82	sf	(68)		\$ 41,000
Dry Storage	75	sf		Dry Storage	82	sf	7		\$ 16,400
Locker Alcove	50	sf		Alcove	0	sf	(50)		\$ -
Office/Workstation	75	sf		Office/Workstation	131	sf	56		\$ 39,300
Toilet/Changing	75	sf		Toilet/Changing		sf	(75)		\$ -
Custodial Services	100	sf		Custodial Services	97	sf	(3)		\$ 33,950
Utility/Support Spaces				Utility/Support Spaces					
Electrical/Data Room	-	sf		Electrical/Data Room	273	sf	273		\$ 54,600
Elevator Machine Room	-	sf		Elevator Machine Room	76	sf	76		\$ 15,200
Janitor Rooms	-	sf		Janitor Rooms	150	sf	150		\$ 52,500
Lunch Shelter	2,800	sf	2,800	Lunch Shelter	2800	sf	0		\$ 280,000
Kindergarten Shade Structure	1,200	sf	1,200	Kindergarten Shade Structure	1200	sf	0		\$ 102,000
Restrooms	2,200	sf	2,200	Restrooms	1540	sf	-660		\$ 654,500
Exterior Circulation	-	sf	-	Exterior Circulation	5353	sf	5353		\$ 1,070,600
Elevator	-	sf	-	Elevator	1	ea	1		\$ 150,000
Subtotal			49,765	Subtotal					\$ 17,300,485
Allowance for Sitework (Includes Covered Walkways)	9.3	ac		Allowance for Sitework (Includes Covered Walkways)	9.3	ac	0		\$4,861,296
Total Costs				Total Costs					\$ 22,161,781
Total Hard Costs				Total Hard Costs					\$ 22,161,781
Total Soft Costs				Total Soft Costs	36	%			\$ 7,978,241
Total Contingency (Included in Soft Costs)				Total Contingency (Included in Soft Costs)					
Total Estimate Project Costs									\$ 30,140,022

Conceptual Estimate Assumptions:

- No existing site reports were provided or reviewed as part of this estimate.
- Off-site utilities and utility company fees not included.
- Site power adequate; no new service or transformers needed.
- No escalation included.



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EXHIBIT "C"
BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Lease/Leaseback Contractor (LLBC).

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) For purposes of this Agreement, "construction cost" for estimation purposes shall mean the total of any and all costs of the construction of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm-water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses including any application and processing fees, taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incident to the Project. The term "construction cost" shall, for purposes of estimation only, include the costs incurred by the District for construction management and job supervisor fees. "Construction cost" shall not include all of the costs associated with preparing, generating or reproducing copies of any plans, specifications or other construction documents, including, without limitation, additional copies for any subcontractors prepared at District expense. The

term construction cost excludes property and similar taxes attributable to the Project site.

- (2) The Architect shall review construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the construction budget for the Project.
- (3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.
- (4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.
- (5) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the construction budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with Architectural Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.
- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.
 - (i) The project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

- (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
- (iii) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
- (iv) Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete Design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if required.
- (3) Conduct Architectural program meeting with the District selected project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the LLBC; estimates are to be based on the developed functional Architectural programs as approved by the District.

- (6) Estimates prepared by Architect:
- (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
 - (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
 - (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
 - (vi) Mechanical, electrical, civil, landscaping and estimating sub-Architects shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
- (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.
- Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

- (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
 - (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
 - (iii) Coordinate finish floor elevations with architectural site plan.
- (3) Landscaping:
- Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- (4) Specifications:
- Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the project design and specifications.
- (5) Estimates:
- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.
- General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- (ii) The estimate shall separate the project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
 - (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- (6) Meetings:
- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
 - (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.
- (7) Presentation:
- Architect shall present and review with the District the detailed Schematic Design.
- The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled, dimensioned floor plans with final room locations including all openings.
 - (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
 - (iii) Identification of all fixed equipment to be installed in contract.
 - (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - (v) Preliminary development of details and large scale blow-ups.

- (vi) Legend showing all symbols used on drawings.
 - (vii) Floor plans identifying all fixed and major movable equipment and furniture.
 - (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
 - (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures
 - (b) Ceiling registers or diffusers
 - (c) Access Panels
 - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:

- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
 - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping
 - (d) Temperature control zoning.
 - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
 - (iii) Ductwork and piping should be substantially located and sized.
 - (iv) Devices in ceiling should be located.
 - (v) Legend showing all symbols used on drawings.
 - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
 - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear

- (v) Identify and define the scope of the technology backbone system.
- (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- (vii) All major electrical equipment should be scheduled indicating size and capacity.
- (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide general condition specification and supplementary conditions.

(8) Estimate:

Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the contract documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the contract documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents (C/D) 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.

- (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
- (a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - (b) Large scale mechanical details should be started.
 - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
 - (c) All electrical equipment schedules should be started.
 - (d) Special system components should be approximately located on plans.
 - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Document.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate:

Update and refine the Design Development Phase Estimate. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.

- (d) Finish door, and hardware schedules virtually complete, including most details.
 - (e) Site utility plan virtually complete.
 - (f) Fixed equipment details and identification virtually complete.
 - (g) Reflected ceiling plan virtually complete.
 - (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
 - (i) All equipment catalog cuts.
- (ii) Structural:
- Completed structural floor plans and sections with detailing well advanced.
- (iii) Mechanical:
- (a) Mechanical load calculations complete and all piping and ductwork sized.
 - (b) Large scale mechanical details should be substantially complete.
 - (c) Mechanical schedule for equipment substantially complete.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - (c) All electrical equipment schedules should be virtually complete.
 - (d) Special system components should be located on plans.
- (v) Civil:
- All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

- (4) Construction Documents - Substantial Completion Stage:
- (i) Architectural:
 - (a) Completed site plan.
 - (b) Completed floor plans, elevations and sections.
 - (c) Architectural details and large blow-ups completed.
 - (d) Finish, door and hardware schedules completed, including all details.
 - (e) Site utility plans completed.
 - (f) Fixed equipment details and identification completed.
 - (g) Reflected ceiling plans completed.
 - (ii) Structural:
 - (a) Structural floor plans and sections with detailing completed.
 - (b) Structural calculations completed.
 - (iii) Mechanical:
 - (a) Large scale mechanical details complete.
 - (b) Mechanical schedules for equipment completed.
 - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
 - (d) Complete energy conservation calculations and report.
 - (iv) Electrical:
 - (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

- (c) All electrical equipment schedules completed.
- (d) Special system components plans completed.
- (e) Electrical load calculations completed.
- (v) Civil:
 - All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:
 - Update and refine the 50% Construction Document Estimate.
- (vii) Specifications:
 - (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words “or approved equal” in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District’s Construction Manager, made during District review of specifications.
 - (b) Coordination of the development of specifications by other disciplines.
 - (c) Specifications shall be in CSI format.
- (5) Construction Documents Final DSA Approval Stage:
 - (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies’ comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Stage.
 - (ii) The contract documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
 - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
 - (c) Update and refine the Architect Consultant's completed Construction Documents.
- (6) Construction Documents Final Back-Check Stage:
 - (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by the District.
- (7) Contract Documents:
 - (i) The Architect shall prepare and submit to the District for written approval the "contract documents" for the Project, which shall include all those documents necessary and convenient to provide for the contracting for construction of the Project, including, but not limited to, the construction contract provided by the District, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform for use in the contract documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents. Upon receipt of DSA approval of the contract documents, the Architect shall provide to the District a final estimate of total construction costs for the Project.
 - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the contract documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:

- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
- (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Architect.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Lease/Leaseback Contractor.
- (2) Following written approval of the contract documents and written acceptance by the District of Architect's final estimate of total construction costs, the Architect shall cooperate with the District and/or its LLB Contractor in the reproduction of the contract documents and the distribution of the contract documents to contractors interested in bidding on the Project. All sets of contract documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.
- (6) If at any time the total of the lowest responsible and responsive bid(s) for the Project, together with all other estimated and/or actual costs included within the construction cost, exceed the construction budget approved by the District for the Project, the

Architect, in consultation with the District and at no additional expense to the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the construction budget. In so revising the plans and specifications, the Architect shall exercise its best judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the construction budget.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an additional service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.

- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and its representative(s). The purpose of these visits is to resolve discrepancies in the contract documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the District's construction contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction project based upon information provided by the District's construction contractor and changes by change orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.
- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.
- (3) Architect shall coordinate with the District , at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

EXHIBIT "D"
DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies

four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies

four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.
- (c) Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.
- (e) Electronic file copy of DSA Approved CD drawings and specifications on CD- 1 copy (in PDF and CAD format)
- (f) Design Checklist - 2 copies
- (g) A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "E"

INVOICE APPROVAL LETTER & BILLING COVER SHEET

Date: MM/DD/YYYY

Project: Reconstruction of Rose Avenue K-5 School

Consultant: IBI Group

IBI Group has submitted Invoice No. 123456 for review by the District’s Program Manager, Caldwell Flores Winters, Inc. (“CFW”), and the Oxnard School District.

By signing below, a representative of IBI Group, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

IBI Group

Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc.

Date

Oxnard School District

Date

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)
 Program Manager for Oxnard School District
 1901 S. Victoria Avenue #106
 Oxnard, CA 93035
 ATTN: Chris Yafuso (cyafuso@aimcsworld.com)

PROJECT NAME: **RECONSTRUCTION OF ROSE K-5 SCHOOL**

DSA PROJECT #:

PROJECT TYPE: Architectural Services

DATE:

INVOICE #:

PERIOD COVERED: MM/DD/YY - MM/DD/YY

PURCHASE ORDER #:

VENDOR: **IBI Group**

PREPARED BY:

EMAIL:

PHONE #:

FAX #:

BASE CONTRACT BILLING FORM										
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING	
SUBTOTALS				\$ -		\$ -	\$ -		\$ -	

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	\$ -
TOTAL DUE THIS INVOICE	\$ -

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up

- 1 See "billing tab" below for spreadsheet; these are the instructions
- 2 Enter project name, DSA project number, project type, invoice number, date, your company name, fax, phone, etc.
- 3 Enter purchase order number provided to you when contract was issued
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, reimburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows reimbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing

- 5
IMPORTANT! When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column.
- 8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email to Chris Yafuso (cyafuso@aimcsworld.com) or mail to the CFW Oxnard office at 1901 S. Victoria Avenue #106, Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors and miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

EXHIBIT "F"

FINGERPRINTING REQUIREMENTS

SECTION 00510

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/David Fateh

Date of Meeting: 8/23/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

____ Academic

____ Enrichment

____ Special Education

____ Support Services

____ Personnel

____ Legal

Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Lease-Leaseback Agreements #17-117, #17-118, #17-119 and Guaranteed Maximum Price (GMP) with Bernards to provide Lease Lease-Back Construction Services for the Marshall New Classroom Building Project (Morales/Fateh/CFW)

The Oxnard School District (“District”) Board of Trustees (“Board”) Facilities Implementation Plan, adopted in January 2013, calls for the construction of the Marshall New Classroom Building (“Project”). The Project includes the construction of a new classroom building at the existing Thurgood Marshall School site. The new facilities will provide for a complete 6-8 educational program and will consist of a new 2-story classroom building, playfields, hardscape and greenspace.

Final DSA Approval for the Project was secured on February 17, 2017. The number assigned by DSA to the Project is **03-116806**.

Proposals for the Marshall New Classroom Building Project were requested from the District’s pre-approved Lease Lease-Back contractors soon after. Of the five (5) Pre-Approved Firms that were present for the job walk, only Bernards delivered a response to the Request for Proposal.

This Agenda Item recommends Board approval of the negotiated GMP and execution of the attached Lease Lease-Back Agreements (Construction Services Agreement, Site Lease, and Sublease) with Bernards to complete the Work identified in CSDA’s architectural drawings for the Marshall New Classroom Building.

The LLB delivery method requires three separate agreements, the Construction Services Agreement, the Site Lease, and a Sublease:

- The Construction Services Agreement sets forth the terms, conditions, and scope of work indicated in the DSA approved construction and contract documents for the school site.
(*Construction Services Agreement #17-117*)
- The Site Lease Agreement leases the Thurgood Marshall School (property) to Bernards for a nominal fee of one dollar (\$1.00) per year, and requires that Bernards complete the facilities improvements as indicated in the Construction Services Agreement under the terms of the Lease
(*Site Lease Agreement #17-118*)
- The Sublease Agreement subleases the property from Bernards back to the Oxnard School District for operational use and access to the facilities after completing construction. The Sublease requires the District to make lease payments to Bernards that constitute the financing provided by the contractor under the LLB model.
(*Site Sublease Agreement #17-119*)

The “GMP” for the Project shall be **Eight Million Nine Hundred Ninety-Four Thousand Two Hundred Thirty-Six Dollars and No Cents (\$8,994,236.00)**. The GMP consists of (1) no Preconstruction Fee, a Sublease Tenant Improvement Payment in the amount of **Eight Million One Hundred Ninety-Eight Thousand Five Hundred Ninety-Two Dollars and No Cents (\$8,198,592.00)** and, (2) a Contractor Contingency in the amount of **Three Hundred Forty-Five Thousand Nine Hundred Thirty-Two Dollars and No Cents (\$345,932.00)**, and, (3) Sublease Payments in the amount of **\$74,952.00** per month for **6** months, for a total lease value of **Four Hundred Forty-Nine Thousand Seven Hundred Twelve Dollars and No Cents (\$449,712.00)** pursuant to terms and payment schedule as set forth in the Sublease.

FISCAL IMPACT

The Lease-Lease-Back Agreements provide for the construction of a new classroom building at Marshall as reflected in the CSDA Architectural plans approved by DSA as No. **03-116806**, for a total Guaranteed Maximum Price (“GMP”) of:

Eight Million Nine Hundred Ninety-Four Thousand Two Hundred Thirty-Six Dollars and No Cents (\$8,994,236.00) to be paid out of Master Construct and Implementation Funds.

This amount includes a GMP Contingency of: **Three Hundred Forty-Five Thousand Nine Hundred Thirty-Two Dollars and No Cents (\$345,932.00)**

The GMP Contingency amount indicated above is included in the total GMP amount. The GMP Contingency is controlled by the District to accommodate scope gaps, unforeseen conditions and/or discrepancies in the plans and specifications (including the Architect’s errors and omissions) without requiring an amendment to the GMP.

The Agreements will be funded using the Master Construct & Implementation Funds. All expenditures related to the proposed agreements will be cost coded to Marshall New Classroom Building under the object code 06270 – Main Construction Costs.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Lease-Leaseback Agreements #17-117, #17-118 and #17-119, with Bernards to provide Construction Services related to the Marshall New Classroom Building, under the Master Construct & Implementation Funds Program, utilizing the Lease Lease-Back method of delivery, pursuant to Section 17406 of the California Education Code.

ADDITIONAL MATERIAL(S):

Attached:

- *Construction Services Agreement #17-117, Bernards (115 Pages)*
- *Site Lease Agreement #17-118 (9 Pages)*
- *Site Sublease Agreement #17-119 (13 Pages)*

#17-117

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 24th day of August 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Marshall Elementary School, located at 2900 Thurgood Marshall Drive, Oxnard, California 93036 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and

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attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Not Used for this Agreement**
- F. **Project**. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual**. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site**. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease**. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- J. **Specifications**. The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

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- K. **Subcontractor**. As used in this Agreement, the term “Subcontractor” means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease**. The term “Sublease” as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments**. The term “Sublease Payments” as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments**. The term “Tenant Improvement Payments” as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR’S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor’s acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Eight Million Nine Hundred Ninety-Four Thousand Two Hundred Thirty-Six and No/Hundredths Dollars (\$8,994,236.00)**. The GMP consists of (1) no Preconstruction Fee, a Sublease Tenant Improvement Payment in the amount of **Eight Million One Hundred Ninety-Eight Thousand Five Hundred Ninety-Two Dollars and No Cents (\$8,198,592.00)** and, (2) a Contractor Contingency in the amount of **Three Hundred Forty-Five Thousand Nine Hundred Thirty-Two Dollars and No Cents (\$345,932.00)**, and, (3) Sublease Payments in the amount of **\$74,952.00** per month for **6** months, for a total lease value of **Four Hundred Forty-Nine Thousand Seven Hundred Twelve Dollars and No Cents (\$449,712.00)** pursuant to terms and payment schedule as set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin and the Contractor will proceed with subcontractor bidding to establish the final GMP for Board acceptance.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibits A and B** attached hereto. Prior to DSA approval Contractor did not perform Preconstruction Services to assist in designing the project. Upon DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall

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be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by

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the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.

- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.

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- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the

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GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **Carl Magness** as Project Manager/Superintendent for the Project. So long as **Carl Magness** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

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- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location,

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accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and

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Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Bernards
By: Rick Fochtman

By: _____

Title: _____

Date: _____

THE DISTRICT

Oxnard School District,
a California school district
By: Lisa A. Franz, Director, Purchasing

By: _____

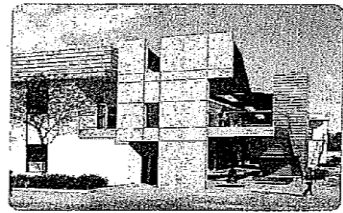
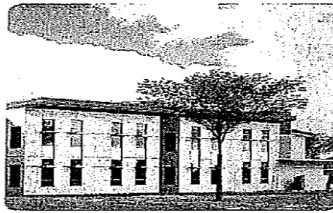
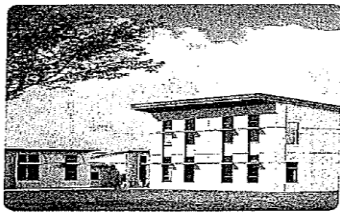
Title: Director, Purchasing

Date: _____

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EXHIBIT A
Scope of Work (Plans & Specifications)

Marshall New Classroom Building



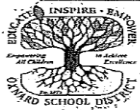
100% Construction Documents Package

Oxnard School District

October 4, 2016

[FEB. 17 2017
DA A# 03 - 116806

BINDER A



Oxnard School District
Marshall New Classroom Building
2900 Thurgood Marshall Dr. Oxnard, CA 93036

CSDA | DESIGN
GROUP

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EXHIBIT A, continued

BIDDING DOCUMENTS TABLE OF CONTENTS

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00 4000	Labor and Material Payment Bond
00 4100	Performance Bond
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DIVISION 1 -- 2 (Not Used)

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DIVISION 03 - CONCRETE

03 1000	Concrete Forming Accessories
03 2000	Concrete Reinforcing
03 3000	Cast-In-Place Concrete

DIVISION 04 - MASONRY

04 2200	Concrete Unit Masonry
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DIVISION 05 - METALS

05 1200	Structural Steel Framing
05 5000	Metal Fabrications

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 1000	Rough Carpentry
06 1733	Wood I-Joists
06 1813	Glued Laminated Beams
06 4000	Architectural Woodwork

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

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EXHIBIT A, continued

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 1326 Self Adhering Sheet Wang
07 2100 Thermal Insulation
074000 Metal Roof Panels
075416 Polyvinyl Chloride (PVC) Roofing
076000 Flashing Sheet Metal
078400 Fire Stop and Smoke Seals
079200 Joint Sealants

DIVISION 08 - OPENINGS

08 1113 Hollow Metal Doors and Frames
08 1416 Flush Wood Doors
08 3116 Access Panels and Frames
08 3613 Sectional Doors
08 5113 Aluminum Windows
08 7100 Door Hardware
08 8000 Glazing

DIVISION 09 - FINISHES

09 2200 Cement Plastering
09 2900 Gypsum Board
09 3013 Ceramic Tiling
09 5123 Acoustical Tile Ceilings
09 6513 Rubber Base
09 6519 Resilient Tile Flooring
09 9000 Paints and Coatings

DIVISION 10 - SPECIALTIES

101400 Signage
102113.17 Phenolic-Core Shower and Dressing Compartments
102800 Toilet Accessories
105200 Fire Extinguishers

DIVISION 11 - EQUIPMENT

116800 Playfield Equipment and Structures

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DIVISION 12 - FURNISHINGS

- 12 2413 Roller Window Shades
- 12 3553 Manufactured Plastic-Laminate-Faced Casework

DIVISION 13 (Not Used)

DIVISION 14 - CONVEYING EQUIPMENT

- 14 2123 Machine-Room-Less Electric Traction Passenger Elevators

DIVISION 15 – 20 (Not Used)

DIVISION 21 - FIRE SUPPRESSION

- 21 1000 Fire Protection

DIVISION 22 – PLUMBING

- 22 0500 Basic Materials and Methods
- 22 0553 Identification
- 22 0700 Insulation
- 22 0800 Equipment and Systems Tests
- 22 1100 Domestic and Industrial Water Systems
- 22 1300 Drainage System
- 22 4000 Plumbing Fixtures

DIVISION 23 – HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

- 23 0000 General Provisions
- 23 0513 Electric Motors and Controllers
- 23 0548 Vibration Isolation and Seismic Restraints
- 23 2500 Water Treatment
- 23 3100 Air Transmission and Distribution System
- 23 8000 Air Conditioning and Air Handling Equipment
- 23 9000 Building Management System

DIVISION 24 – 25 (Not Used)



DIVISION 26 - ELECTRICAL

- 26 0126 Inspection Test and Acceptance

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26 0500	Common Work Results for Electrical
26 0513	Basic Electrical Materials and Methods
26 0519	Low-Voltage Wires (600 Volt AC)
26 0526	Grounding and Bonding
26 0533	Raceways and Boxes Fitting and Supports
26 0586	Motors and Drives
26 0800	Electrical Systems Commissioning
26 0923	Lighting Control Systems
26 1000	Service Entrance
26 2200	Low-Voltage Transformers
26 2413	Switchboards1000
26 2416	Panelboards and Signal Terminal Cabinets
26 2419	Motor Control Devices
26 5000	Lighting
26 5200	Emergency Power Systems

DIVISION 27 - COMMUNICATIONS

27 0126	Test and Acceptance Requirements for Structured Cabling
27 1013	Structured Cabling
27 4113	Classroom Sound Enhancement System
27 5116	Public Address and Intercommunication Systems
27 5313	Clock and Program Systems

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 1600	Intrusion Detection System
28 3100	Fire Detection and Alarm System

DIVISION 29 – 30 (Not Used)

DIVISION 31 – EARTHWORK

31 1000	Site Clearing
31 2200	Grading
31 2316	Excavation and Fill Paving
31 2319	Excavation and Fill Structures
31 2323	Excavation and Fill Utilities
31 2326	Base Course

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DIVISION 32 – EXTERIOR IMPROVEMENTS



- 32 0117 Pavement Repair
- 32 1216 Asphalt Paving
- 32 1236 Seal for Bituminous Surfacing
- 32 1313 Site Concrete Work

DIVISION 33 – SITE IMPROVEMENTS

- 33 1100 Site Water Distribution Utilities
- 33 3000 Site Sanitary Sewer Utilities
- 33 4000 Storm Drainage Utilities



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<p>100% DISTRICT SUBMITTAL MARSHALL NEW CLASSROOM BUILDING 2900 THURGOOD MARSHALL DR. OXNARD, CA 93036 OXNARD SCHOOL DISTRICT</p>	<p>VOLUME I</p>
<p>DSA FILE NO. 56-22</p>	<p>DSA APPLICATION NO. 03-116806</p>

DRAWING INDEX

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G - 001 COVER SHEET- INDEX, SCOPE OF WORK, VICINITY MAP		
G - 002 GENERAL NOTES, ABBREVIATIONS, SYMBOL LEGEND		
G - 003 FIRE LIFE SAFETY SITE PLAN		
G - 004 ACCESSIBILITY SITE PLAN		
G - 005 BUILDING CODE ANALYSIS		
G - 006 SIGNAGE & FIRE EXTINGUISHER PLANS		
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C-002 LEGEND AND ABBREVIATIONS	A - 102 ENLARGED SITE PLAN	E-050 ELECTRICAL DETAILS
C-101 DEMOLITION PLAN	A - 103 ENLARGED SITE PLAN	E-060 SIGNAL SYSTEM RISER DIAGRAMS
C-102 DEMOLITION PLAN	A - 104 SITE DETAILS	E-101 SITE PLAN - ELECTRICAL
C-103 DEMOLITION PLAN	A - 105 SITE DETAILS	E-102 ENLARGED SITE PLAN - ELECTRICAL
C-201 SITE CONTROL PLAN	A - 111 FIRST FLOOR PLAN	E-201 FIRST FLOOR PLAN - LIGHTING
C-202 SITE CONTROL PLAN	A - 112 SECOND FLOOR PLAN	E-202 FIRST FLOOR PLAN - POWER
C-203 SITE CONTROL PLAN		E-203 FIRST FLOOR PLAN - SIGNAL
C-204 STRIPING PLAN		E-204 FIRST FLOOR PLAN - FIRE ALARM
C-300 COMPOSITE GRADING PLAN	A - 121 FIRST FLOOR REFLECTED CEILING PLAN	E-301 SECOND FLOOR PLAN - LIGHTING
C-301 ENLARGED GRADING PLAN	A - 122 SECOND FLOOR REFLECTED CEILING PLAN	E-302 SECOND FLOOR PLAN - POWER
C-302 ENLARGED GRADING PLAN		E-303 SECOND FLOOR PLAN - SIGNAL
C-303 GRADING SECTIONS	A - 131 ROOF PLAN	E-304 SECOND FLOOR PLAN - FIRE ALARM
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C-404 SITE UTILITY PROFILE		P-101 PLUMBING SITE PLAN
C-701 MISCELLANEOUS DETAILS	A - 220 INTERIOR ELEVATIONS	P-111 FIRST FLOOR PLAN
C-702 MISCELLANEOUS DETAILS	A - 221 INTERIOR ELEVATIONS	P-112 SECOND FLOOR PLAN
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S-211 FOUNDATION PLAN	A - 420 VERTICAL CIRCULATION PLANS & SECTIONS	
S-212 2ND FLOOR FRAMING PLAN	A - 421 VERTICAL CIRCULATION PLANS & SECTIONS	
S-213 ROOF FRAMING PLAN		
S-214 CANOPY ROOF FRAMING PLAN	A - 500 ROOF DETAILS	
S-400 TYPICAL CONCRETE DETAILS	A - 501 ROOF DETAILS	
S-400A TYPICAL CONCRETE DETAILS		
S-401 FOUNDATION DETAILS	A - 510 EXTERIOR ENVELOPE DETAILS	
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S-600B TYPICAL WOOD DETAILS	A - 521 DOOR DETAILS	
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S-600D TYPICAL WOOD DETAILS	A - 530 INTERIOR DETAILS	
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S-600F WALL ELEVATION AND DETAILS	A - 535 TOILET DETAILS	
S-700 FRAMING DETAILS		
S-700A ELEVATOR DETAILS	A - 540 CEILING DETAILS	
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19	A - 550 SIGNAGE DETAILS	
	A - 560 STAIR DETAILS	
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	A - 570 CASEWORK DETAILS	
	A - 610 DOOR SCHEDULE	
	A - 612 FINISH SCHEDULE	
	A - 620 WALL TYPES	
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EXHIBIT A, continued

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Volume 1 total: 51	42
	08-MECHANICAL
	M-001 LEGENDS, NOTES, AND SCHEDULES
	M-111 FIRST FLOOR PLAN
	M-112 SECOND FLOOR PLAN
	M-131 ROOF PLAN
	M-510 MECHANICAL DETAILS
	M-521 VIBRATION ISOLATOR DETAILS
	M-601 ENERGY COMPLIANCE FORMS
	M-602 ENERGY COMPLIANCE FORMS
	M-603 ENERGY COMPLIANCE FORMS
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	09-ELECTRICAL
	E-001 SYMBOL LIST, ABBREVIATIONS & NOTES
	E-002 GENERAL ELECTRICAL NOTES
	E-010 FIXTURE LIST & TITLE 24 CALCULATIONS
	E-011 TITLE 24 CALCULATIONS - INDOOR LIGHTING
	E-012 TITLE 24 CALCULATIONS - OUTDOOR LIGHTING
	E-013 TITLE 24 CALCULATIONS - INDOOR LIGHTING
	E-014 TITLE 24 CALCULATIONS - OUTDOOR LIGHTING
	E-015 LIGHTING CONTROL INFORMATION
	E-016 LIGHTING CONTROL INFORMATION
	E-020 FIRE ALARM INFORMATION
	E-021 FIRE ALARM CALCULATIONS
	E-022 FIRE ALARM RISER DIAGRAM
	E-030 SINGLE LINE DIAGRAM
	E-031 SWITCHBOARD ELEVATIONS
	E-040 PANEL SCHEDULES

Exhibit B

Guaranteed Maximum Price (GMP)



SCHEDULE OF VALUES

Marshall Classroom Building
 Oxnard School District
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

GMP
 July 20, 2017

Description		Recommended Subcontractor	Amount
01570	Erosion Control	Socal Stormwater Runoff Solution	78,677
01730	Surveying	Michael Baker International	20,900
03200	Reinforcing Steel	Vista Steel	96,970
03300	Cast In Place Concrete	Santa Clarita Concrete	413,131
05120	Structural Steel & Misc. Metals	C.A. Buchen	294,133
05700	Ornamental Metals		w/ Struct Steel
06100	Rough Carpentry	JF Construction	1,067,965
06200	Millwork / Cabinetry / Countertops	Dennis Reeves Inc.	34,161
07140	Waterproofing / Traffic Coating	Systems WP	63,636
07200	Insulation	Alcal	47,851
07540	Roofing	Best Contracting	118,535
07600	Sheet Metal / Metal Roofing	Merit Metal Products	160,900
08100	Doors / Frames / Hardware	Construction Hardware	110,110
08800	Glass and Glazing	Santa Barbara Glass	114,087
09220	Plaster & Drywall	Church and Larsen	538,346
09300	Ceramic Tile	Silverado Tile	51,120
09510	Acoustical Ceilings & Wall Panels	Prime Acoustics	48,320
09650	Resilient Flooring and Carpet	Reliable Flooring	69,611
09900	Painting	Vanguard	102,192
10000	Building Specialties	Various	55,645
10110	Visual Display Boards	Nelson Adams Naco Inc.	148,359
10140	Signage	AGS	12,625
10280	Toilet Partitions / Bathroom Accessories	YTI Enterprises	29,000
12240	Window Shades	A1 Quality Blinds	10,000
	Final Cleaning	Commercial Const Cleaning	26,050
14200	Elevators	Republic Elevator	90,220
21000	Fire Sprinkler	J.G. Tate Fire Protection	143,456
22000	Plumbing	City Commerical	355,312
23000	HVAC	Sheldon Mechanical	366,968
26000	Electrical / Low Voltage	Taft Electric	1,177,480
31220	Demo, Earthwork and Site Clearing	Damar Const.	176,464
32122	Asphalt Paving	Onyx Paving	48,580
32131	Site Concrete	B&M Contractors	147,475
32800	Playground Surfaces & Equipment	SpectraTurf / Miracle Playground	100,262
32900	Landscape and Irrigation	Dufau Landscape	81,345



SCHEDULE OF VALUES

Marshall Classroom Building
 Oxnard School District
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

GMP
 July 20, 2017

Description		Recommended Subcontractor	Amount
33000	Site Utilities	Sam Hill & Sons	210,055
01000	Allowances		85,000
	Subguard	1.20%	80,339
Subcontracted Direct Costs			\$ 6,775,280
	General Conditions		1,287,702
	General Requirements		3,250
	Subtotal		8,066,232
	Contractor Controlled Insurance Program	1.25%	100,828
	Builders Risk Insurance		By Owner
	General Contractor Bond	0.85%	69,420
	Subtotal		8,236,479
	Contractor Fee	5.00%	411,824
	Subtotal		8,648,303
	Contractor Contingency	4.00%	345,932
Total Contract Amount			\$ 8,994,236
	Sub Lease Payment		\$ 449,712
	Total GMP		\$9,443,948



ALLOWANCES

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

GMP

July 20, 2017

Allowances Included in Proposal		
1	Natural gas service line.	\$ 50,000
2	Furnish and install new Gate G assembly including hardware	\$ 10,000
3	Temporary power during SCE electrical service switch-over in Summer of 2018.	\$ 25,000
TOTAL ALLOWANCES		\$ 85,000



QUALIFICATIONS & ASSUMPTIONS

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

GMP

July 20, 2017

The following items provide additional clarifications regarding the scope of work included in the Proposal:

1	All Testing and inspection including shop inspection. All testing and inspection will be performed by the authority having jurisdiction or a third party hired by the owner.
2	GMP excludes all permanent connection or use fees by outside utility companies.
3	Settlement surveys of adjacent properties or utilities are excluded.
4	Owner's FFE items - GMP does not include furnishing, installation, unloading / hoisting or storage of Owner's FF&E.
5	Metalworks Linear Faceted/Curved Ceiling system 8" panel per Note 9.03/G-006, see detail 4/A-541 (no sheet A-541 provided) at Elevators, is excluded.
6	Does not include Owner's mobile shelf units, rolling desks, or similar non-fixed furniture.
7	Natural gas service line to new building not shown on Site Utility Plan C-401,402,403,404 or P-sheets is not included, but is addressed by allowance.
8	Using Metal Sales Standing Seam roof in lieu of AEP Span Span-Lock per specifications.
9	Window blinds are not included at the sectional doors, only at the classroom windows even though they are not shown.
10	Epoxy grout is not included at ceramic tile.
11	Vapor emission treatment at concrete floors is not included.
12	TV brackets are OFCI. Televisions or monitors are not included.
13	Specification Section 23 25 00 - Water Treatment is excluded.
14	Hazardous or contaminated soils handling or removal, or removal of any existing underground tanks or appurtenances, is excluded.
15	No standing guard service is included for school site during the Edison rework of the main power. District to provide guard service.
16	Existing handball walls will be demolished (total of 5). GMP does not include any replacement of these ball walls.
17	GMP does not include any seal and re-stripe of existing asphalt play courts - not shown on plans.



VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
		Building	
CCD	ARC.1	Replace 8'6"x13' sectional roll up doors with smaller sized aluminum glazed window frames and plaster walls	JA to prepare elevation replace (10) sectional OH doors with windows in punched openings of a plaster wall and drywall wall Update 06/23/17: Sketched due 06/30/17 Update 7/6/17: Sketches received from CSDA and circulated to subs for pricing. Requested responses by no later than 7/10/17. Update 7/18/17: Clarification to aluminum window type and glass type received from CSDA and subs have provided their proposals.
CCD	ARC.2	Eliminate Smoke Containment doors at elevators, possibly not required	JA to call FLS plan checker to determine if these can be eliminated. Update 06/23/17: CCD-A to delete smoke doors shall be prepared by 06/30/17 and submitted when DSA Box is set up.
	ARC.3	Eliminate sliding markerboards, keep recessed wall space for mobile shelf units.	After discussion with the team this part of the programmatic design which cannot be eliminated. TM to work with bidders on how to reduce the cost of the current design Update 06/23/17: TM is working with Nelson Adams to achieve projected savings without impacting this programmatic element Update 7/6/17: Revised pricing received from Nelson Adams for sliding markerboards @ 6' in height, same widths as shown on interior elevations. VE credit combined with ARC.4 Additional cost for painting exposed wall surfaces are combined with ARC.3
	ARC.4	Decrease size of floor to ceiling markerboard and tackboard surfaces	JA to prepare revised elevation to reduce the height of the wall mounted markerboards and acoustical tackboard Update 06/23/17: TM is working with Nelson Adams to achieve projected savings without impacted this programmatic element Update 7/6/17: Revised pricing received for wall markerboards @ 6' in height, same widths as shown on interior elevations. VE credit combined with ARC.3 Additional cost for painting exposed wall surfaces are combined with ARC.3. Update 7/7/17: Jeremy C. provided clarification that sliding markerboards will not change in size. Carl will follow up with Nelson Adams to revise their VE proposal based on this information. Update 7/18/17: Revised pricing received from Nelson Adams. All sliding markerboards remain full height as shown on the drawings, wall markerboards and tackboards will become 6' in height and same width
	ARC.5	Eliminate acoustical wall panels in upper clerestory areas	JA to revise RCP to delete acoustical wall panels in upper clerestory. JA to incorporate use of acoustical ceiling panels on vertical surfaces. Update 06/23/17: SB directed JA to delete acoustical wall panels in the clerestory walls. TM to confirm \$30K saving Update 7/6/17: Credit provided for deleting these panels in the clerestory wall areas. Additional cost for painting exposed wall surfaces are also provided.
	ARC.6	Eliminate wall tile behind lockers in Rooms 111 & 114.	After discussion with the team it was determined that all tile will be eliminated from the scope of work in the changing rooms. See ARC.18 below
	ARC.7	Lower height of wainscot tile in restrooms to 4' high	RS to provide pricing for proposed revision Update 06/23/17: Pricing for credit received from Silverado Tile.
	ARC.8	Eliminate floor tile in Toilet and changing rooms. Replace with a sealed concrete finish.	See ARC 18 below

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.9	Replace entire roof with hot mop Roofing VE Items	RS to provide pricing for hot mop roof through out the project. Update 06/23/17: TM working with Best Interior to develop a value engineering package that retains the existing design. Update 7/6/17: CM has discussed potential VE items with Best, including use of a lighter gauge standing seam roofing material. Update 7/18/17: Use of a lighter gauge standing seam roofing material is not acceptable to CSDA. Best Contracting looked again at their number and submitted a credit amount.
CCD	ARC.10	Use standard Hydraulic elevators in lieu of MRL elevator	JA to provide revised design for using a jack less hydraulic elevator Update 06/23/17: SB directed team to pursue the hydraulic elevator. TM to forward shop drawing for hydraulic elevator to JA for coordination with designed structure for the shaft and equipment room Update 7/6/17: Republic Elevator has provided drawings for space requirements of the elevator shaft and machine room. CSDA has reviewed and indicates that required space requirements will work within current designed structure.
	ARC.11	Delete energy management system.	RS to obtain credit to delete EMS in it entirety Update 06/23/17: Sheldon provided credit.
	ARC.12	Delete fire department ladders	JA to call fire marshal to understand requirement of exterior fire ladders Update 06/23/17: JA and TM to visit fire department to delete exterior ladders for building and elevator tower Update 7/6/17: Per Jose/CSDA the exterior ladders as shown on G-003 will not be required based on discussion with the local fire department.
CCD	ARC.13	Delete framing at elevator opening smoke doors.	SB accepted deletion. Finalize credit to GMP.
CCD	ARC.14	Delete hand dryers	SB accepted deletion. Finalize credit to GMP JA to revise specifications to include paper towel dispensers Update 06/23/17: Paper towel dispensers shall OFCI.
CCD	ARC.15	Revise Guardrail Detail	JA to review design of handrail detail and revise to simplify and reduce cost. Also see ARC.19 below Update 06/23/17: CA Buchen provided revised design for guardrails which was accepted by SB and JA. Credit provided by CA Buchen.
	ARC.16	Use thinset in lieu of mortar set tile	After discussion with the team it was determined that the mortar bed would be deleted at 1st and 2nd floor restrooms and that the tile would be thinset. Need to add the sloping of floor to drains. RB to provide pricing Update 06/23/17: Credit provided by Silverado.
CCD	ARC.17	Remove 2nd floor canopy over walkways	JA to review the shading study and determine if a portion of the walkway cover can be reduced Update 06/23/17: Still pending structural engineer response. JA to follow on 06/26/17 Update 7/6/17: Jose/CSDA has been working with the structural engineer for drawings/details in order for Bernards to request subcontractor pricing. Update 7/18/17: The structural engineer provided drawings on 7/18/17 for subs to review and provide pricing.
	ARC.18	Delete all tile from change rooms and provide painted walls and resilient tile with rubber base	RS to provide pricing for proposed revisions. Update 06/23/17: Credit provided by Silverado.
	ARC.19	Delete galvanized finish for stairs, guardrails and handrails and provide zinc primer with paint finish	RS to provide pricing for proposed revisions. Update 06/23/17: Steel contractor stated the is no cost difference with zinc coating and galvanizing.



VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.20	Delete requirement of waterproof wrap around building	JA to review specification to determine what is required and RS to reach out to plaster subcontractors to determine what is included Update 06/23/17: TM got price to wrap the first 5 feet of the building.
	ARC.21	Delete drywall soffit at high ceiling and provide T-Bar and acoustical tile.	JA to prepare sketch of proposed T-Bar soffit for final pricing Update 7/6/17: Jose/CSDA has rejected this potential VE item.
	ARC.22	Revise operable windows to fixed windows	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable.
	ARC.23	Flush Aluminum Windows with Exterior wall	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable. JA to revise detail for window install. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again. Window width is now 4 1/2" but still held to outside with return on inside of wall.
	ARC.24	HVAC VE Items	Meeting with CFW, Bernards and Sheldon Mechanical to discuss potential VE items. Items include deduct for standalone control system vs. DDC control system, deduct to change side discharge rooftop units to down shot, deduct to change ductwork from rectangular to round and added cost to install copper coils on rooftop units. Update 7/7/17: The copper fin added cost has been rejected. The (3) credit items are still under consideration. Jose A. to follow up with mechanical engineer to question why his response to down shot roof top units will not work. Update 7/18/17: Mechanical engineer has rejected the proposed down shot type units due to space limitations. Credits for standalone control system and use of round ducts will be accepted.
	ARC.25	Electrical VE Items	Taft Electric has been contacted regarding potential VE items and have submitted the following; Deduct for alternate light fixture package using a different manufacturer, deduct for use of MC cables for all branch circuits in lieu of flex conduit, deduct for use of aluminum brass in lieu of copper on all switchgear, deduct for use of native soil in lieu of concrete backfill at ductbanks. The Electrical Engineer has reviewed and provided a response, to be reviewed further with CFW & CSDA. Update 7/7/17: After reviewing the electrical VE items it was determined to still pursue the potential cost savings of an alternate lighting package and also request a cost savings number for use of slurry backfill in ductbank trenches. Update 7/18/17: Potential cost savings for the alternate lighting package is acceptable. Taft Electric confirmed no savings for use of slurry backfill in ductbank trenches.



VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.26	Door Hardware Savings (hinges, etc.)	Scott B. requested a door hardware cost savings for use of butt hinges instead of the specified continuous hinges. Scott will forward a copy of District hardware standards to Carl for discussion with the subcontractor for any potential savings.
	ARC.27	Plumbing VE Savings	Carl M. will contact the low bid plumbing subcontractor to discuss any potential cost saving items.
	SIT.1	Eliminate construction of (5) CIP concrete seat benches, District to provide benches	SB accepted deletion. Finalize credit to GMP Update 7/6/17: Credit for deleted concrete benches requested from subcontractor. Update 7/18/17: Credit proposal received from subcontractor.
	SIT.2	Remove PCC Pavers and concrete sub-slab for pavers, leave existing AC paving.	SB accepted deletion. Finalize credit to GMP Update 7/6/17: Credit for deleted concrete pavers and sub slab requested from subcontractor. Update 7/18/17: Credit proposal received from subcontractor.
CCD	SIT.3	Remove raised planter walls - concrete, rebar, waterproofing and landscaping & irrigation	After discussion it was determined to eliminate all raised planters but retain all landscaping at grade. RS to finalize credit for deletion of raised planters JA to provide revised design for landscaping at grade for pricing Update 7/18/17: Credit proposal received from subcontractors for deleted raised planters. Revised landscape drawings not provided, no change in cost proposed for landscaping at planters.
CCD	SIT.4	Remove concrete mow strip, replace with natural grass	JA to review with DSA the need to 6' mow strip with plan checker Update 06/23/17: JA to submit CCD to delete 6' mow strip Update 7/6/17: Pricing has been requested from subcontractor for revising mow strip from 60" to 12" wide. Update 7/18/17: Credit proposal received from subcontractor.
	SIT.5	Delete gravity wall, use curb	JA to review with Civil if gravity wall can be deleted. This would me budget funds to delete the demolition of the ball walls could be removed. Update 06/23/17: JA to confirm with civil engineer that gravity wall can be deleted. Update 7/7/17: This potential VE item has now been rejected.
	SIT.6	Delete perimeter curb & 4" CAB w/ geo fabric at rubber play surface, install rubber surfacing	Rejected
	SIT.7	Delete site concrete mock-up	SB accepted deletion. Finalize credit to GMP
	SIT.8	Reduce cost reconstruction at new electrical service	JA to have civil engineer provide demo and construction for new electrical service. Update 7/6/17: Site photos of the area for SCE work and approximate electrical underground pathway back to the electrical room have been provided to CSDA for use by Civil Engineer. Update 7/7/17: Carl M. will go back into the GMP and verify if there are still potential costs available. Update 7/18/17: After reviewing costs again with estimators, a cost savings was determined.



VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	SIT.9	Gas Line Revisions	<p>Meeting with Gas Company and Engineer to resolve missing gas design took place on 6/26/17 with the So Cal Gas representative. The rep is currently investigating in house on pipe capacity and meter and will report back to Team. There is the possibility that the meter will need to be upsized, which will be a cost to the School District.</p> <p>Update 7/7/17: Jose A. will request that plumbing engineer contact the Gas Co. rep to receive information in order to make final decision.</p> <p>Update 7/18/17: The Gas Company representative has been contacted by Bernards on numerous occasions for an update with no response. CSDA's plumbing engineer is also awaiting a return call. With no clear response to date from Gas Co. this potential VE credit will be rejected. The 50K allowance will continue to be carried in the GMP.</p>

Bid Evaluation Report



Erosion Control	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Subcontractors						
Description	Whitson CM / Bernards	Socal Stormwater Runoff Solution				
Base Bid	See below	See below				
Spec #: 312500	Included	Included				
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days						
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Storm Water Compliance	1,200	520				
"Due to the project being under 1 acre this project is not subject to the State CGP"	Included	Included				
Provide project related Water Pollution Control Program (WPCP) by Qualified developer	Included	Included				
Development of project specific Best Management Practices (BMP's)	Included	Included				
Development of erosion control plan for inclusion in WPCP	Included	Included				
SWPPP (QSP/QSD) Services						
Qualified SWPPP Practitioner QSP conduct weekly site inspections, photos, document, etc	18,720	10,400				
Rate per week for monitoring	\$360/wk	\$200/visit				
Keep records & documents updated	Included	Included				
Provide recommendations for reqs of BMP upkeep & maintenance (but won't do the work)	Included	Included				
Electronically file all data for Permit documents as required	Included	Included				
Pre/During/Post Rain-Event Visual Inspections	4,320	2,640				
Rate per week/visit for monitoring the rain monitoring	\$360/wk	\$220/visit				
Erosion Control - No Plans Provided	21,402	21,402				
Silt Fencing at perimeter of sites	Included	Included				
Fiber Rolls at perimeter of existing parking lot rework - A-102	Included	Included				
Fiber Rolls at new school addition perimeter - G-003	Included	Included				
Fiber Rolls at new playground area perimeter - G-003	Included	Included				
Construction Entrances	Included	Included				

Bid Evaluation Report



Erosion Control	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Whitson CM / Bernards	Socal Stormwater Runoff Solution				
Storm Drain Inlet Protection	Included	Included				
SWPPP & BMP Implementation	Included	Included				
SWPPP & BMP Implementation - Removal at completion of project	Included	Included				
QSP Monitoring	See below	See below				
Laydown/Trailer Area Erosion Control:	20,985	20,985				
Fiber Rolls at perimeter of existing grass field for trailer/parking/laydown/storage use during construction	Included	Included				
Geofabric over the grass, rock surface	Included	Included				
Removal of above at project completion	Included	Included				
Temporary Construction Fencing & Gates - Bernards	22,730	22,730				
Temp Fencing at existing parking lot rework, 1-side use existing fencing along the creek - A-102, install, maintain, removal	Included	Included				
Temp Fencing at new school addition perimeter - G-003	Included	Included				
Temp Fencing at new playground area perimeter - G-003	Included	Included				
Gates	Included	Included				
TOTALS	89,357	78,677	0	0	0	0
Recommendation:	Amount					
Socal Stormwater Runoff Solution	78,677					

Bid Evaluation Report



Surveying	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Adkan Engineers	Brenner & Carpenter	Hunsaker & Associates	MNS Engineers	Michael Baker International	Stantec
Base Bid	22,000	25,000	60,400	17,055	8,900	39,950
Spec #: 00700 - General Conditions	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	N/A	N/A	N/A	N/A	N/A	N/A
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Set-up	Included	Included	Included	Included	Included	Included
Travel Costs	Included	Included	Included	Included	Included	Included
Horizontal Control	Included	Included	Included	Included	Included	Included
Survey Boundary Map	Included	Included	Included	Included	Included	Included
Excavation	Included	Included	Included	Included	Included	Included
Rough Grade Staking	Included	Included	Included	Included	Included	Included
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	Included
Gridlines at Elevator & Exterior Stairs	Included	Included	Included	Included	Included	Included
Buildings	Included	Included	Included	Included	Included	Included
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	Included
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, Natural Gas and Permanent Electrical Service	Included	Included	Included	Included	Included	Included
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	Included
Site	Included	Included	Included	Included	Included	Included
Stakes for Sanitary Sewer, Storm Drain, Natural Gas and Domestic Fire & Domestic Water	Included	Included	Included	Included	Included	Included
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	Included	Included	Included	Included	Included	Included
Line Stakes for demo/saw cut of asphalt at existing northeast parking lot. Provide markings for new parking stalls.	Included	Included	Included	Included	Included	Included
Line and grade stakes for rubberized playground area	Included	Included	Included	Included	Included	Included
1-person survey crew rate per hour	\$185/hr		\$192/hr	\$180/hr		
2-person survey crew rate per hour	\$260/hr		\$234/hr	\$260/hr		
	5,000	2,000		6,667	12,000	
TOTALS	27,000	27,000	60,400	23,722	20,900	39,950
Recommendation:	Amount					
Michael Baker International	20,900					

Bid Evaluation Report



Reinforcing Steel	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Upland Contracting	Vista Steel				
Base Bid	85,814	83,445				
Spec #: 032000	Included	Included				
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Rebar	Included	Included				
New Classroom Addition Building per Structural, Architectural & Civil sheets	Included	Included				
Rebar for Footings	Included	Included				
Rebar for Spread Footings	Included	Included				
Rebar for Column Footings	Included	Included				
Rebar for Stair Footings	Included	Included				
Rebar for Pad Footings	Included	Included				
Rebar for Elevator Pit	Included	Included				
Rebar for Slab on Grade	Included	Included				
Hoisting as Required	1,500	1,500				
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8', build them sim to right side of det 6/S-401	5,000	5,000				
Site Concrete Reinforcing	24,486	12,025				
Paving, curbs, seat walls, planter walls	Included	Included				
Site curbs FOB jobsite	Included	Included				
SIT.3	(5,000)	(5,000)				
TOTALS	111,800	96,970	0	0	0	0
Recommendation:	Amount					
Vista Steel	96,970					

Bid Evaluation Report



Building Concrete	Marshall Classroom Building			Job Number	1641
				Bid Date	6/7/2017
Subcontractors				Date Printed	7/27/2017
Description	Barcelo Construction	Santa Clarita Concrete			
Base Bid	386,879	395,600			
Spec #: 03 1000 - Concrete Forming Accessories	Included	Included			
Spec #: 03 2000 - Concrete Reinforcing	Included	Included			
Spec #: 03 3000 - Cast-in-Place Concrete	Included	Included			
Bond Rate (if required)		Bond @ 1%			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included			
Bid Good for 60 Days	90 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Concrete	Included	Included			
Typical SOG Underlayment Detail 14/S-400A:	Included	Included			
4" layer crushed rocks Subbase over prepared subgrade	Included	Included			
Base - 2" Sand Fill over crushed rock	Included	Included			
15 mil. Vapor Barrier by Stego Ind. Over sand	Included	Included			
5" SOG	Included	Included			
Reinforcing steel furnish & install, included w/ CIP concrete bid	Excluded	Excluded			
Reinforcing steel furnish & install, separate Rebar Bid	w/ Rebar	w/ Rebar			
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - S-401	Included	Included			
Spread Footings per Schedule on Foundation Pages S-401,402,403 (WF-1, WF-2 & F3)	Included	Included			
24" x 18" Conc Footing at Stairs per 1/S-700B	Included	Included			
Tie Rod Brace detail and concrete blockout at Baseplates - 3/S-700B	Included	Included			
1'-6" thk Mat slab at Elevator Pit per 12/S-700A	Included	Included			
Elevator Pit wall 10" thk per 12/S-700B	Included	Included			
Site Control Plan C-201					
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401, are part of the building construction	30,000	Included			
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	30,000	26,600			
Install Guiderail baseplates per 16/S-700B	Included	Included			
Lt Wt Concrete Fill at Balconies & Classrooms on 2nd Floor per Note 7A & 7B/S212 - 1-1/2" ltwt concrete topping	Included	Included			

Bid Evaluation Report



Building Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Barcelo Construction	Santa Clarita Concrete				
SCC: Deck to be poured prior to construction of walls, otherwise add for another pump system & hoseman to place concrete	Included	6,500				
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S-700B	Included	Included				
Balco Stair Strips per keynote 05.03 sheet A-420 & detail 11/A-560	2,500	2,500				
2" contrasting strip, abrasive strip	Included	Included				
6" Upturned CIP concrete base w/ tooled radius at lockers - 14 & 15/A-530	Included	Included				
Depressed slabs at restrooms for ceramic tile work, not shown properly	Included	Included				
Trench Drain concrete basin per 4/S-400A	w/ Site Utilities	w/ Site Utilities				
Other items:	Included	Included				
All Reinforcing Steel for your work	w/ Rebar	w/ Rebar				
Dewatering as Required	Included	Included				
Setting Anchor Bolt Templates	Included	Included				
Safety walk and progressive cleanup	4,640	4,640				
Curing and Sealing Compounds per Specs as Required	Included	Included				
Drypacking baseplates	1,000	Included				
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included				
Clean up to debris bins	5,100	5,100				
Wash Out Bins	2,500	2,500				
Depressed floors at 1st floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000				
Spoils removal	approx 325cy	approx 325cy				
SIT.3	(8,700)	(8,709)				
SIT.3	(30,000)	(26,600)				
TOTALS	428,919	413,131	0	0	0	0
Recommendation:	Amount					
Santa Clarita Concrete	413,131					

Bid Evaluation Report



Structural Steel	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS		
Base Bid	See below	See below	See below	No Bid		
Spec #: 05 1200 - Structural Steel Framing	Included	Included	Included			
Spec #: 05 5000 - Metal Fabrications	Included	Included	Included			
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	14 Days	Included	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Structural Steel	165,450	234,955	304,688			
New Classroom Building	Included	Included	Included			
HSS Steel Columns, C1, C2, C3, C4 & C5 on First & Second Levels -5" round, 5x5 7x5, 10x8, & 7x7	Included	Included	Included			
HSS Beams at 1st & 2nd floors per floor plans	Included	Included	Included			
HSS Beams at Elevator - 3 each HSS 12x4 tubes per sketch in RFI #3	Included	Included	Included			
Include added 3rd steel column	7,500	7,500	7,500			
HSS Columns & beams at wall elevation S-600E & 19&20/S-600F	Included	Included	Included			
HSS columns in stud walls to have welded studs - 13/S-700	Included	Included	Included			
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included	Included			
"W" Steel Beams at Elevator - 1/S-700A & 17/S-700A	Included	Included	Included			
Beam to Beam Connection Schedule & details 1/S-700A	Included	Included	Included			
Double angle braces & gusset plate at HSS column at roof transitions 17/S-600D	Included	Included	Included			
1/2" thk x 5" w plate at roof transitions 17/S-600D & 20/S-600E	Included	Included	Included			
Safety Cable Railing as Required - Install, maintain, removal & return to steel sub	3,250	3,250	3,250			
FOB Anchor Bolts/ Templates for Own Work	Included	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included	Included			
Safety walk and progressive cleanup	3,093	3,093	3,093			
Hoisting for All Work	Included	Included	Included			
Steel Stairs	122,090	Included	Included			
Galvanized	Included	Included	Included			

Bid Evaluation Report



Structural Steel	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS		
Stairs 1 & 2 at New Classroom Bldg - S-211,212 & S-700B	Included	Included	Included			
Steel Stairs (Pan Filled Concrete) - A-420	Included	Included	Included			
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included	Included			
Conc Nosing at Stairs - included w/ the stairs?	1,250	Included	Included			
Stair Railings and Stair Guardrails	Included	Included	Included			
1-1/2" Handrail Both Sides	Included	Included	Included			
Guardrail at Midlandings	Included	Included	Included			
Guardrail at Top of Stairs	Included	Included	Included			
Stair 1 - 12/S700B	Included	Included	Included			
Stair 2 - 11/S700B	Included	Included	Included			
Railings & Guardrails	Included	132,560	100,000			
2nd Floor New Classroom Bldg - S-212 & 8/S-6001/S-600D	Included	Included	Included			
Deck guardrail detail - HSS2-1/2x2-1/2x3/16 at 4'oc	Included	Included	Included			
Arch drawing sheet A-112, note 5.33, see 15/A-560	Included	Included	Included			
Steel posts & plate top rails, w/ baseplates 8/S-600	Included	Included	Included			
Railing to have a Prefab panel per 10/A-560	Orsogrill	Included	Included			
Prefab Panel Elevation detail - 7/A-560	Included	Included	Included			
Railing inserts per detail 2,3/A-560 - shows 2x1 rect mesh 11 ga galv panel	Included	Included	Included			
Railing inserts per Spec is diamond mesh	Excluded	Excluded	Excluded			
Misc. Metal	Included	Included	Included			
Steel plate continuous across hoistway ground fl - 5/A-561	2,500	Included	2,500			
Steel plate continuous across hoistway 2nd fl- 7/A-561	2,500	Included	2,500			
Pit ladder 13/A-561, notes states by Elev Mfr, but needs to be w Steel	Included	3,000	Included			
HSS at Canopy connections - 19,20/S-600F	Included	Included	Included			
Elevator Sill Angle & Threshold	Included	Included	Included			
Roof Access Ladders in Electrical rm 206 - A-112, 10/A-500	Included	Included	Included			
Steel ladder mounted to wall mtg all OSHA requirements	Included	Included	Included			
Site	Included	Included	Included			
Steel Bollards at New Electrical Transformer, FOB jobsite, 1/E-102	500	4,000	4,000			
Steel Bollards at New DDCV Assembly, FOB jobsite, C-401 (not shown, include 8 each)	500	4,000	4,000			

Bid Evaluation Report



Structural Steel	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS		
Fire Department Access Ladder, shown on FLS/Site Plan near grid D&2 SW side - G-003, galvanized	7,500	6,500	7,500			
Fire Department Access Ladder, shown on FLS/Site Plan near grid K&11 near elevator - G-003, galvanized	7,500	6,500	7,500			
ARC.12	(15,000)	(13,000)	(15,000)			
ARC.15	(14,500)	(14,000)	(14,000)			
TOTALS	294,133	378,358	417,531	0	0	0
Recommendation:	Amount					
C.A. Buchen	294,133					

Bid Evaluation Report



Rough Carpentry	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Abdellatif Enterprises	Core Contracting	JF Construction	WS Klem		
Base Bid	1,244,000	997,037	922,861	1,156,000		
Spec #: 06 1000 - Rough Carpentry	Included	Included	Included	Included		
Spec #: 06 1733 - Wood I-Joists	Included	Included	Included	Included		
Spec #: 06 1813 - Glue Laminated Beams	Included	Included	Included	Included		
Bond Rate (if required)	Bond at 2%	Bond at 2%	Bond at 2%	Bond at 2%		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	30 days		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Rough Framing						
Wall Types Sheet - A-620	Included	Included	Included	Included		
Plywood Shear Wall Schedule - S-600	Included	Included	Included	Included		
Plywood Sheathing as Shown on Wall Types	Included	Included	Included	Included		
Prefabricated plywood web joists "I" Joists per spec section	Included	Included	Included	Included		
Open Web Trusses, I-Joists, LVL per Schedule 4/S-600F	Included	Included	Included	Included		
MFR - TrusJoist, Red Built or equal	Included	Included	Included	Included		
Glu-Laminated Beams & Struc Eng. Beams per spec section	Included	Included	Included	Included		
Simpson HDW as Scheduled	Included	Included	Included	Included		
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details	7,551	7,551	7,551	7,551		
Hold Down Schedule 20/S-600	Included	Included	Included	Included		
Anchor Rod Schedule - 17/S-401	Included	Included	Included	Included		
Mechanical Platforms at Roof 3&5B/S-700B	Included	Included	Included	Included		
Wall Framing - 2x4, 2x6, 2x8	Included	Included	Included	Included		
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, M.E.P.	Included	Included	Included	Included		
Plywood Backboards - Electrical / Low Voltage	3,200	3,200	3,200	3,200		
Wood Nailers at Roof Parapet Coping - 2/A-500	Included	Included	Included	Included		
Safety Railing as Required at 2nd Floor	5,000	5,000	5,000	5,000		
Plywood Floor Sheathing - 19/S-600C	Included	Included	Included	Included		
Plywood Roof Sheathing - 19/S600C	Included	Included	Included	Included		
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as shown on S-600	Included	Included	Included	Included		
Flooring & Roof Joists per Schedule on Framing Plans	Included	Included	Included	Included		
1/2" Plywood at Plaster Pilasters	Included	Included	Included	Included		

Bid Evaluation Report



Rough Carpentry	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Abdellatif Enterprises	Core Contracting	JF Construction	WS Klem		
Exterior Plywood at Underside of Roof Overhang per 9/A-501	Included	Included	Included	Included		
Install Pipe Columns per details 2,5,6/S-600D - coordinate w/ Steel sub	Included	Included	Included	Included		
Roof Joists per Schedule on Framing Plans	Included	Included	Included	Included		
Roof Crickets per A-131 - should be w/ roofing, use tapered insul	Excluded	Excluded	Excluded	Excluded		
Safety walk and progressive cleanup	9,280	9,280	9,280	9,280		
Framing for all recessed items FEC's, etc.	Included	Included	Included	Included		
Blocking & backing for ceilings & duct supports, unknown locations	6,400	6,400	6,400	6,400		
Blocking & backing for roof ladders	600	600	600	600		
Depressed floors at 2nd floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000	5,000	5,000		
Framing for doors heads & jambs at elevator smoke containment door assembly	4,000	4,000	4,000	4,000		
Fire Treated Lumber	Included	Included	Included	Included		
Storage of Lumber and Delivery to Site	Included	Included	Included	Included		
Hoisting for your work	Included	Included	Included	Included		
All Required Caulking and Sealants for your work	Included	Included	Included	Included		
Scaffolding for Own Work	Included	Included	Included	Included		
Clean-up into your dumpsters	17,000	17,000	17,000	17,000		
Temporary Stairs & ramps	3,000	3,000	3,000	3,000		
Small tools & equipment	3,500	3,500	3,500	3,500		
Security guard	40,200	40,200	40,200	40,200		
Site Security/Alarm/Camera systems	15,477	15,477	15,477	15,477		
ARC.1	9,500	9,500	9,417	9,500		
ARC.13	(4,000)	(4,000)	(4,000)	(4,000)		
ARC.17	(30,000)	(30,000)	(30,521)	(30,000)		
Budget for Lumber Cost Increase	65,000	50,000	50,000	50,000		
TOTALS	1,404,708	1,142,745	1,067,965	1,301,708	0	0
Recommendation:	Amount					
JF Construction	1,067,965					

Bid Evaluation Report



Cabinets / Millwork	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Bristol Omega	ICI Millwork	K & Z Cabinet	Dennis Reeves Inc.	Stolo Cab.	
Base Bid	47,900	36,107	42,290	34,161	35,270	
Spec #: 06 4000 - Architectural Woodwork	Included	Included	Included	Included	Included	
Spec #: 12 3553 -Manufactured Plastic-Laminate-Faced Casework	Included	Included	Included	Included	Included	
Bond Rate (if required)				Bond at 2.5%		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	90 days	90 days	60 days	60 days	45 days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Millwork	Included	Included	Included	Included	Included	
Lower Cabinets with Hardware	Included	Included	Included	Included	Included	
Upper Cabinets with Hardware & Locks on all doors per RFI #	Included	Included	Included	Included	Included	
Plastic Laminate Finish	Included	Included	Included	Included	Included	
Plastic Laminate Countertops	Included	Included	Included	Included	Included	
Plastic Laminate Backsplash	Included	Included	Included	Included	Included	
Enlarged Floor Plans - A-410	Included	Included	Included	Included	Included	
Casework details per A-570	Included	Included	Included	Included	Included	
Include the back panel fastening per 2/A-570	Included	Included	Included	Included	Included	
Include the Cont 2-1/2"x2-1/2" x 16 ga bent sheet metal angle anchorage - 6/A-570	Included	Included	Included	Included	Included	
Typical Classroom per 1/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 101, 102, 103, 104	Included	Included	Included	Included	Included	
Rms - 201, 202, 203, 204, 207	Included	Included	Included	Included	Included	
Typical Science Classroom per 2/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 107, 109	Included	Included	Included	Included	Included	
Performing Arts Lab per 3/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 208	Included	Included	Included	Included	Included	
Locker Room Benches	Included	w/ Lockers	w/ Lockers	w/ Lockers	w/ Lockers	
FRP Panels	Excluded	Excluded	Excluded	Excluded	Excluded	
TOTALS	47,900	36,107	42,290	34,161	35,270	
Recommendation:	Amount					
Dennis Reeves Inc.	34,161					

Bid Evaluation Report



Waterproofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Systems WP	Proulx	Santa Barbara Surfacing	Letner	Patriot Contracting	Paul Wolff
Base Bid	See below	See below	See below	See below	83,560	Incomplete
Spec #: 07 1326 - Self Adhering Sheet Waterproofing	Included	Included	Included	Included	Included	Included
Spec #: 07 8400 - Fire Stop and Smoke Seals	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	Included	Included	Bond @ 1.8%	Bond @ 1.5%	Bond @ 1%	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	90 days	90 days	60 days	60 days	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Waterproofing						
Waterproofing at elevator pit 12/A-561	4,100	2,300	8,300	3,510	Included	No Bid
Sheet Waterproofing behind Pit walls	Included	Included	Included	Bituthene 4000	Included	-----
1" drainage board & sheet waterproofing at walls	Included	Included	Included	Included 230 sf	Included	-----
Waterproofing under elev pit SOG (no specs) use bentonite, Grace PrePrufe300R or equal	Included	Included	Included	Included	Included	-----
Elastomeric waterproofing on top of pit slab (no spec) - use crystalline product	1,500	2,500	5,400	2,500	Included	-----
Waterproofing at elevator pit penetrations 8/A-561	Included	Included	Included	Included	Included	-----
Waterproofing of foundation wall at planter areas against the bldg C-300	14,030	18,240	Included	15,000	Included	-----
Waterproofing inside exterior Planters - total of 4 planters 6/S-401	Included	Included 1,920 sf	Included	Included	Included	-----
Waterproofing under topping slabs at 2nd floor decks - 6&7/A-510	18,000	20,000	22,600	20,000	Included	-----
Use 07 1326, self adhering waterproofing OR	Included	Included	Included	Included	Included	-----
Use 60-90mil liquid applied waterproofing w/ 1/8" asphaltic board or drainage mat protection course	Included	Included	Included	Included	Included	-----
Safety walk and progressive cleanup	3,480	3,480	3,480	3,480	3,480	-----
Traffic Coatings	20,560	22,330	27,050	29,860	Included	No Bid
Per Pre-Bid RFI#4	Included	Included	Included	Included	Included	-----
Installed over 2nd floor exterior deck - 6 & 7/A-510	Included	Included	Included	Included	Included	-----
Installed over exterior stairs and landings - not shown	Excluded	Excluded	Excluded	Excluded	Excluded	-----
Product to be Poly-I-Gard 246SF by Polycoat Products OR	Included	Included 2,552 sf	Included	Excluded	Included	-----



Waterproofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Systems WP	Proulx	Santa Barbara Surfacing	Letner	Patriot Contracting	Paul Wolff
Product to be Gaco Western, GW-15-U62	Excluded	Excluded	Excluded	Included 2,520 sf	Included	-----
Interior Concrete Sealed Floors	2,680	2,680	3,850	2,680	2,680	1,750
Interior concrete floors shown on Finish Sch A-612 marked F1	Included	Included	Included	Included	Included	Included 676 sf
No Spec Provided OR see 03300,2.1,G	Included	Included	Included	Included	Included	Augaseal W-20
Caulking & Sealants	9,816	9,816	9,816	9,816	9,816	No Bid
Per Schedule in Specs	Included	Included	Included	Included	Included	-----
Windows, Doors, Walls, As Shown	Included	Included	Included	Included	Included	-----
SIT.3	(10,530)	(10,500)	(10,500)	(10,500)	(10,500)	
TOTALS	63,636	70,846	69,996	76,346	89,036	0
Recommendation:	Amount					
Systems WP	63,636					

Bid Evaluation Report



Insulation	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco	Roberts Firestop	
Base Bid	26,800	36,892	30,527	26,895	See below	
Spec #: 07 2100 - Thermal Insulation	Included	Included	Included	Included	N/A	
Spec #: 07 8400 - Fire Stop and Smoke Seals	No Bid	No Bid	No Bid	No Bid	Included	
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	Included	30 days	60 days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Thermal and Blanket Insulation	Included	Included	Included	Included	No Bid	
Interior, Exterior Walls, Ceilings, Roof	Included	Included	Included	Included	-----	
R19 & 8" Batts at Int & Ext Walls	Included	Included	Included	Included	-----	
R30 at Roof (Not shown)	See below	See below	See below	See below	-----	
Walls to Receive Insulation per Wall Types A-620	Included	Included	Included	Included	-----	
Wall type A - min 3" sound insulation	Included	Included	Included	Included	-----	
Wall type B - double stud walls min 3" sound insulation	Included	Included	Included	Included	-----	
Wall type C - min 3" sound insulation	Included	Included	Included	Included	-----	
Wall type D - min 3" sound insulation	Included	Included	Included	Included	-----	
Wall type E1 - min 3-1/2" foil-faced glass fiber batts	????	Included	Included	Included	-----	
Wall type F - Batt insulation	Included	Included	Included	Included	-----	
Wall type G - Batt insulation	Included	Included	Included	Included	-----	
Wall type H - min 3" sound insulation	Included	Included	Included	Included	-----	
Wall type I - min 3" sound insulation	Included	Included	Included	Included	-----	
Wall type K - double stud walls Int. Acoustic wall - fiberglass batt insulation	Included	Included	Included	Included	-----	
Wall type N - none shown	-----	-----	-----	-----	-----	
Wall type O - batt insulation	Included	Included	Included	Included	-----	
Rigid Insulation at PVC roofing	w/ Roofing	Included	Included	Included	-----	
Rigid Insulation at Standing Seam roofing	Excluded	Included	Included	Included	-----	
R-30 insulation at underside of standing seam roofing	7,500	Included	Included	4,965	-----	
Fire Stops and Smoke Seals	17,324	17,324	17,324	17,324	17,324	
Mineral fiber insulation fire safing, damming material, clips and closures	Included	Included	Included	Included	Included	
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included	Included	
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included	Included	

Bid Evaluation Report



Insulation	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco	Roberts Firestop	
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included	Included	
Sealants, firestop putty, mortar, pillows, mineral fiber safing	Included	Included	Included	Included	Included	
TOTALS	51,624	54,216	47,851	49,184	0	0
Recommendation:	Amount					
Alcal	47,851					

Bid Evaluation Report



Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	R&J SM	Letner	Commercial Roofing	Merit Metal Products	Date Printed	7/27/2017
					Patriot Contracting	Valencia Sheet Metal
Base Bid	See below	167,950	See below	See below	189,170	103,880
Spec #: 07 4000 - Metal Roof Panels	Included	Included	Included	Included	Included	Included
Spec #: 07 6000 - Flashing Sheet Metal	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	Bond @ 2.5%	Bond @ 1.5%	Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 2%
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	90 days	60 days	60 days	60 days	30 days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Sheet Metal	56,198	Included	No Bid	8,600	Included	Included
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	-----	40,000	Included	40,000
Roof Plan A-131	Included	Included	-----	Included	Included	Included
Flexible Flashing and Underlayment	Included	Included	-----	Included	Included	Included
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200,2.02.K	Included	Included	-----	Included	Included	Included
MFR - WR Grace, Jiffy-Seal or equal	Included	Included	-----	Included	Included	Included
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included	Included	-----	Included	Included	Included
Roof Details Sheet A-500:	Included	Included	-----	Included	Included	Included
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included	Included	-----	Included	Included	Included
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included	Included	-----	Included	Included	Included
Roof penetration at Ducts flashing - 5/A-500	Included	Included	-----	Included	Included	Included
Flash at Pipes penetrations - 6/A-500	Included	Included	-----	Included	Included	Included
Flash at Exhaust duct - 9/A-500	Included	Included	-----	Included	Included	Included
Flash at roof access hatch - 10/A-500	Included	Included	-----	Included	Included	Included
Flash at fascias - 5/A-501	Included	Included	-----	Included	Included	Included
Flash at upper roof exterior soffits - 6/A-501	Included	Excluded	-----	Included	Included	Included
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included	Excluded	-----	Included	Included	Included
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included	Included	-----	Included	Included	Included
Door & Window Sill/Head Flashings - 1,2/A-5120	Included	Included	-----	Included	Included	Included
Door head flashing - 10-12/A-520	Included	Included	-----	Included	Included	Included
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included	Included	-----	Included	Included	Included
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included	Included	-----	Included	Included	Included
Roof to plaster conditions	Included	Included	-----	6,400	Included	9,010
Gutters & Downspouts - None Shown	Included	Included	-----	Included	Included	Included

Bid Evaluation Report



Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	R&J SM	Letner	Commercial Roofing	Merit Metal Products	Patriot Contracting	Valencia Sheet Metal
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000	10,000	-----	10,000	10,000	10,000
Connects to storm drains sytems, not shown	Included	Included	-----	Included	Included	Included
Roof Drains are internal pipes by plumber	Included	Included	-----	Included	Included	Included
Mechanical Equipment pad covers - None Shown	N/A	N/A	-----	N/A	N/A	N/A
Work at Outside Storage Unit per 07 6000 1.01B.9	N/A	N/A	-----	N/A	N/A	N/A
Roof Hatch	7,122	Included	No Bid	Included	Included	Included
Roof Plan A-131, Keynote 07.08 Roof Access Hatch 10&12/A-500, 30"x42" min size	Included	Included	-----	Included	Included	Included
MFR - Acudor, Bilco, Dur-Red, Milcor - Not Listed	Included	Included	-----	Included	Included	Included
Prefab Curb by MFR	Included	Included	-----	Included	Included	Included
Installed in Electrical Room 206	Included	Included	-----	Included	Included	Included
Metal Roofing	159,537	Included	202,181	84,000	Included	Included
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included	Included	Included	Included	Included	Included
Typical Standing Mtl roof detail 10/A-5010	Included	Included	Included	Included	Included	Included
MFR AEP Span, SpanLok	Included	Included	Included	Alt Prod: Metal Sales	Included	Alt Prod: Metal Sales
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included	Incl 24ga	Included	Included	Included	Included
30#lb felt underlayment over roof plywood(by others)	Included	Included	Included	Included	Included	Included
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included	Included	Included	Included	Included	Included
Flash standing seam at Fascia - 5/A-501	Included	Included	Included	Included	Included	Included
Flash Fascia 2 at standing seam 9/A-501	Included	Included	Included	Included	Included	Included
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included	Not shown	Included	Not shown	Not shown	Not shown
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included	Included	Included	Included	Included	Included
Waste Disposal	3,400	3,400	3,400	3,400	3,400	3,400
Provide Alternate Add if not in base bid	-----	14,000	Included	8,500	15,000	9,000
Wall Louvers						
As listed /shown on Mechanical	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC
	Metal Roof	Metal Roof	Metal Roof Only	Alt Metal Roof	Metal Roof	Alt Metal Roof
	SM	SM	No SM	SM	SM	SM
TOTALS	236,257	195,350	205,581	160,900	217,570	175,290
Recommendation:	Amount					
Merit Metal Products	160,900					

Bid Evaluation Report



Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Description	Subcontractors					
	Craig Roofing	Chapman Coast				
Base Bid	See below	0				
Spec #: 07 4000 - Metal Roof Panels	Included	SM only				
	Included	w/roofing bid				
Bond Rate (if required)	Bond @ 2.5%					
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included					
Acknowledgment of RFI's 1-75 dated 6.5.17	Included					
Bid Good for 60 Days	30 Days					
Prevailing Wage	Included					
Prequalified per Oxnard School District Standards	N/A					
Attachment C Acknowledgement	N/A					
Sheet Metal	38,108	9,550				
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included					
Roof Plan A-131	Included					
Flexible Flashing and Underlayment	Included					
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200,2.02.K	Included					
MFR - WR Grace, Jiffy-Seal or equal	Included					
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included					
Roof Details Sheet A-500:	Included					
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included					
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included					
Roof penetration at Ducts flashing - 5/A-500	Included					
Flash at Pipes penetrations - 6/A-500	Included					
Flash at Exhaust duct - 9/A-500	Included					
Flash at roof access hatch - 10/A-500	Included					
Flash at fascias - 5/A-501	Included					
Flash at upper roof exterior soffits - 6/A-501	Included					
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included					
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included					
Door & Window Sill/Head Flashings - 1,2/A-5120	Included					
Door head flashing - 10-12/A-520	Included					
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included					
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included					
Roof to plaster conditions	9,000					
Gutters & Downspouts - None Shown	Included					

Bid Evaluation Report



Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Craig Roofing	Chapman Coast				
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000					
Connects to storm drains systems, not shown	Included					
Roof Drains are internal pipes by plumber	Included					
Mechanical Equipment pad covers - None Shown	N/A					
Work at Outside Storage Unit per 07 6000 1.01B.9	N/A					
Roof Hatch	Included					
Roof Plan A-131, Keynote 07.08 Roof Access Hatch 10&12/A-500, 30"x42" min size	Included					
MFR - Acudor, Bilco, Dur-Red, Milcor - Not Listed	Included					
Prefab Curb by MFR	Included					
Installed in Electrical Room 206	Included					
Metal Roofing	218,820					
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included					
Typical Standing Mtl roof detail 10/A-5010	Included					
MFR AEP Span, SpanLok	Included					
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included					
30#lb felt underlayment over roof plywood(by others)	Included					
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included					
Flash standing seam at Fascia - 5/A-501	Included					
Flash Fascia 2 at standing seam 9/A-501	Included					
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included					
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included					
Waste Disposal						
Provide Alternate Add if not in base bid	-----					
Wall Louvers	0					
As listed /shown on Mechanical	w/ HVAC					
	Metal Roof	No Metal Roof				
	SM	SM Only				
TOTALS	275,928	0	0	0	0	0
Recommendation:	Amount					
Merit Metal Products	160,900					

Bid Evaluation Report



Roofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Best Contracting	Chapman Coast	Commercial Roofing	Craig Roofing	Letner Roofing	WSP Roofing
Base Bid	124,725	153,939	145,717	199,708	211,750	129,179
Spec #: 07 5416 - Polyvinyl Chloride (PVC) Roofing (Mechanically Attached)	Included	Included	Included	Included	Included	Included
Bond Rate (if required)		Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Bond @ 1%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 days	60 Days	60 Days	45 days	60 Days	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Polyvinyl-Chloride (PVC) Roofing	Included	Included	Included	Included	Included	Included
Roof Plan A-131, Keynote 07.01 Single-Ply Roof Assembly see 1/A-500	Included	Included	Included	Included	Included	Included
MFR - Sika Sarnafil, Johns Manville, Carlisle or Equal	Sarnafil	Carlisle	Sarnafil	Included	Included	Included
BOD Sarnafil S327 FB, thermoplastic membrane w/ poly reinforcement & feltback membrane	Included	Included	Included	Included	Included	Included
Single Ply Roofing System 60 mil without fleece backing, color to be White	Included 7,000 sf	Included 6,600sf	Included	Included	Included 7,000sf	Included 7,000sf
Fully Adhered	Included	Included	Included	Included	Included	Included
Mechanically Fastened	Included	Included	Included	Included	Included	Included
R-30 Rigid isocyanurate foam Insulation w/ black mat facers	Included	Included	Included	Included	Included	Included
Tapered crickets w/ insulation	Included	Included	Included	Included	Included	Included
1/2" DensDeck Coverboard at Roof	Included	Included	Included	Included	Included	Included
Include all attachment components & flashing materials	Included	Included	Included	Included	Included	Included
Include misc flashing at pipes, corners coverstrips, termination bars	Included	Included	Included	Included	Included	Included
Include all sealants	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640
Walk Pads - Per Roofing Plans	Included	Included	Included	Included	Included	Included
Polyester reinforced, 0.096 inch weldable membrane w/ surface embossment per spec 2.07.A	Included	Included	Included	Included	Included	Included
Parapet walls to be plaster	Included	Included	Included	Included	Included	Included
Waste disposal	4,250	4,250	4,250	4,250	4,250	4,250
Warranty to be 10-yr NDL Material & Labor warranty	Included	Included	Included	Included	Included	Included
ARC.9	(4,800)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)
ARC.17	(10,280)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
TOTALS	118,535	148,329	140,107	194,098	206,140	123,569
Recommendation:	Amount					

Bid Evaluation Report



Roofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Best Contracting	Chapman Coast	Commercial Roofing	Craig Roofing	Letner Roofing	WSP Roofing
Best Contracting	118,535					

Bid Evaluation Report



Doors, Frames & Hardware	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Estrada Hardware	
Base Bid	99,420	113,689	132,696	102,265	115,060	
Spec #: 08 1113 - Hollow Metal Doors and Frames	Included	Included	Included	Included	Included	
Spec #: 08 1416 - Flush Wood Doors	Included	Included	Included	Included	Included	
Spec #: 08 3116 - Access Panels & Frames	Included	Included	Included	Included	Included	
Spec #: 08 3613 - Sectional Doors	Included	Included	Included	Included	Included	
Spec #: 08 7100 - Door Hardware	Included	Included	Included	Included	Included	
Bond Rate (if required)	Bond @1.5%	Bond @1.5%	Bond @2.5%			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	60 Days	30 days	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Pregualified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Hollow Metal Doors and Frames	Included	Included	Included	Included	Included	
MFR per Specs	Included	Included	Included	Included	Included	
Frame Details - A-520	Included	Included	Included	Included	Included	
New Classroom Building - 1st & 2nd fl	Included	Included	Included	Included	Included	
HM Frames ()	Included	Included	Included	Included	Included	
Type A	Included	Included	Included	Included	Included	
Type B	Included	Included	Included	Included	Included	
Type C	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	
Type D, Marker Board Sliding Door Schedule	Included	Included	Included	Included	Included	
Type E - w/ Louver	Included	Included	Included	Included	Included	
HM Doors (30)	Included	Included	Included	Included	Included	
Wood Doors (3)	Included	Included	Included	Included	Included	
Install HM Doors	Included	Included	Included	Included	Included	
Install HM Frames	Included	8,500	8,500	8,500	6,350	
Install Wood Doors	Included	Included	Included	Included	Included	
Glass for Vision Lites & Windows	3,375	3,750	3,750	3,750	3,375	
Door Hardware	Included	Included	Included	Included	Included	
Hardware per Schedule in Specs	Included	Included	Included	Included	Included	
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320	
Door Thresholds	Included	Included	Included	Included	Included	
Misc. Door Hardware - Site Gates	Included	Included	Included	Included	Included	
Storefront Doors - None Shown	Included	Included	Included	Included	Included	
Panic Hardware at Gates - per Accessibility Site Plan - G-004	Included	Included	Included	Included	Included	
Hardware at existing Gates per Gate Schedule, G-004	Included	Included	Included	Included	Included	

Bid Evaluation Report



Doors, Frames & Hardware	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Estrada Hardware	
Door G, 520A & 520B - Exit only panic hdwr on push side, key lock on pull side	3,475	5,250	5,250	5,250	3,475	
Doors 5-1, 5-2, 5-6, 514A: Exit only panic hdwr on push side, key lock side	4,690	4,690	4,690	4,690	4,690	
ARC.26	(3,170)	(3,000)	(3,000)	(3,000)	(3,000)	
TOTALS	110,110	135,199	154,206	123,775	132,270	0
Recommendation:	Amount					
Construction Hardware	110,110					

Bid Evaluation Report



Glass & Glazing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Santa Barbara Glass	Center Glass	Coast to Coast			
Base Bid	79,908	86,300				
Spec #: 08 5113 - Aluminum Windows	Included	Included				
Spec #: 08 7100 - Door Hardware	N/A	N/A				
Spec #: 08 8000 - Glazing	Included	Included				
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	Included	30 days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Aluminum Windows	Included	Included				
Double and Single Hung Windows	Included	Included				
Acceptable Manufacturers for Aluminum Windows	Included	Included				
Efco Series 684 & 694	Included	Series 2700				
Traco TR-9000	Included	Excluded				
Graham Series 3000/3100	Included	Excluded				
Peerless Model 4340 & 4140	Included	Excluded				
New Classroom Bldg - A-111, A-112	Included	Included				
Type A - 5' x 2'-1"	Included	Included				
Type B - 3' x 6'	Included	Included				
Type C - 5' x 6'	Included	Included				
Type D - 5' x 6'	Included	Included				
Type E - 3' x 8'	Included	Included				
Type F - 5' x 8'	Included	Included				
Type G - 5' x 6'	Included	Included				
Type H - 5' x 6'	Included	Included				
Type I - 3' x 6'	Included	Included				
Sealing and Caulking for All Window/Door Systems per Arch Details	3,775	3,775				
Glazing	Included	Included				
Glass for Vision Lites & Windows	3,750	Included				
Include SG - Safety Glazing as indicated on Window Schedule A-610, per spec 08800	Included	Included				
Include OB - Obscured Glazing as indicated on Window Schedule A-610, per spec 08800	Included	Included				
Other						
Field Testing for Water Penetration AAMA E1105, assume 6 ea	4,500	4,500				
Mock-Up	1,250	1,250				
ARC.1	24,998	25,000				
ARC.22	(4,094)	(4,000)				
TOTALS	114,087	116,825	0	0	0	0



Glass & Glazing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Santa Barbara Glass	Center Glass	Coast to Coast			
Recommendation:	Amount					
Santa Barbara Glass	114,087					

Bid Evaluation Report



Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
Base Bid	See Below	See Below	See Below	Drywall Only	Plaster Only	Dywall Only
Spec #: 07 8400 - Fire Stop and Smoke Seals	Included	Included	Included	N/A	N/A	N/A
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	N/A	N/A	N/A
Spec #: 09 2200 - Cement Plastering	Included	Included	Included	N/A	Included	N/A
Spec #: 09 2900 - Gypsum Board	Included	Included	Included	Included	N/A	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	N/A	N/A	N/A
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Dyas	30 Dyas	90 Dyas	30 Dyas	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	436,210	428,681	289,224	334,700	334,700	334,700
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	Included		Included	
Keynote 09.11-Portland Cement Plaster and Metal Lath, per wall types	Included	Included	Included		Included	
Texture - Dash Bond Coat 09 2200,3.06.G	Included	Included	Included		Included	
Exterior Plaster Ceilings and Soffits per typ det 11/A-501	Included	Included	Included		Included	
Exterior Plaster at parapets 2/A-500	Included	Included	Included		Included	
Interior Plaster per specs, Include if any shown on drawings	Included	Included	Included		Included	
Foam Trim Pieces at Windows if shown to be foam	Included	Included	Included		Included	
Water resistant backing behind metal lath - 09 2200,2.01.E	Included	Included	Included		Included	
Paper Grade D, 60-min rating on wood studs without sheathing, and on plywood sheathing	Included	Included	Included		Included	
Paper Grade B, 16-hour rating on gypsum sheathing	Included	Included	Included		Included	
MFR - Fortifiber, Super Jumbo Tex,USG, Inryco or Western Metal Lath	Included	Included	Included		Included	
2-Layers Grade D Kraft Paper	Included	Included	Included		Included	
3-Coat System	Included	Included	Included		Included	
Glass Fiber Reinforcement	Included	Included	Included		Included	
Lath & Paper	Included	Included	Included		Included	
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included		Included	
Stronghold earthquake staples for metal lath at plaster ceilings & soffits 11/A-501, 16/A-502	Included	Included	Included		Included	
Expansion/Control Joints 9/A-510	Included	Included	Included		Included	
Plaster Trim	Included	Included	Included		Included	



Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
Vent & Weep Screeds - 15/A-560	Included	Included	Included		Included	
Corner Bead - 13/A-510	Included	Included	Included		Included	
Ceiling expansion joints - 15/A-510	Included	Included	Included		Included	
Plaster Stops - 5/A-501	Included	Included	Included		Included	
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200,2.02.K	70,000	62,686	70,000	70,000	70,000	70,000
MFR - WR Grace, Jiffy-Seal or equal	Included	Included	Included		Included	
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included	Included	Included		Included	
Provide vertical Control Joint at each side of the double windows, full ht. south, west and east elevation. Provide horizontal CJ at the bottom of the upper window (aff. +17'-6") to line-up with window sill. Reference details 5 & 9/A-510 (RFI #14)	Included	Included	Included		Included	
All roof parapet walls (interior) and mechanical well walls to have plaster finish, typical. Ref. detail 2/A-500. (RFI #15)	Included	Included	Included		Included	
Safety walk and progressive cleanup	11,600	11,600	11,600		11,600	
Patching, Taping, Floating as Required	Included	Included	Included		Included	
All Required Caulking and Sealants at Penetrations	Included	Included	Included		Included	
Scaffolding for Own Work	90 Days	107,323	Included		Included	
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall	203,565	233,312	196,876	278,790	233,555	233,555
Drywall per Wall Types Sheet - A-620	Included	Included	Included	Included		Included
This wall job is drywall over wood, no metal studs	Included	Included	Included	Included		Included
Wall type A - 1 layer ea side	Included	Included	Included	Included		Included
Wall type B - double stud walls 1 layer ea side	Included	Included	Included	Included		Included
Wall type C - shear wall 1 layer ea side	Included	Included	Included	Included		Included
Wall type D - 1-hr wall 1 layer ea side	Included	Included	Included	Included		Included
Wall type E1 - 1-hr wall 1 layer ea side	Included	Included	Included	Included		Included
Wall type F - 1 layer ea side	Included	Included	Included	Included		Included
Wall type G - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included		Included
Wall type H - 2 layers ea side	Included	Included	Included	Included		Included
Wall type I - 2 layers ea side (over plywood ea side by others)	Included	Included	Included	Included		Included
Wall type K - acoustic wall double wood wall, 1 layer ea side, not on int side of double wall	Included	Included	Included	Included		Included
Wall type N - int furred wall, 1 layer on one side	Included	Included	Included	Included		Included

Bid Evaluation Report



Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
Wall type O - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included		Included
Drywall Ceilings per Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included		Included
See sections on sheets A-321-322 for ceiling info	Included	Included	Included	Included		Included
This ceiling job is drywall over wood, there a few areas there is metal framed ceilings?	Included	Included	Included	Included		Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included		Included
Impact resistant gypsum board below 10'-0" per Note 2 on Finish Legend A-612	5,000	5,000	Included	5,000		5,000
5/8" Drywall Horizontal & Vertical surfaces	Included	Included	Included	Included		Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included		Included
Level 1-5 Finish at Locations per Specifications Based on Paint or Wall Finish spec 09 2900,3.04.A	Level 4&2	Level 4	Level 4	Included		Included
Metal trims, joint treatments & finishing of walls ready for paint	Included	Included	Included	Included		Included
Texture & skim coats where indicated	Included	Included	Included	Included		Included
Clean-up	Included	Included	Included	Included		Included
Fire Resistant Sealants at Head and Base of Walls	Included	Included	Included	Included		Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included		Included
Installation of HM Door Frames Supplied by Others	w/ DFH	w/ DFH	w/ DFH	w/ DFH	w/ DFH	w/ DFH
Supply and Install of Access Panels 12x12	3,000	3,000	3,000	3,000	3,000	3,000
Installation of FEC Supplied by Others	1,350	1,350	1,350	1,350	1,350	1,350
Install drywall at elevator door frames after they are installed (by others)	1,500	1,500	1,500	1,500	1,500	1,500
Install ceiling at elevator room, not shown	1,000	1,000	1,000	1,000	1,000	1,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Scrapping and Disposal	6,375	6,375	6,375	6,375	6,375	6,375
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,800	10,800	10,800
Fire Stops and Smoke Seals	7,551	7,551	7,551	7,551	7,551	7,551
Mineral fiber insulation fire safing, damming material, clips and closures	Included	Included	Included	Included	Included	Included
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included	Included	Included
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included	Included	Included
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included	Included	Included
Sealants, firestop putty, mortar, pillows, mineral fiber safing	Included	Included	Included	Included	Included	Included
ARC.1	9,250	9,250	9,025	9,250	9,250	9,250
ARC.17	(10,000)	(10,000)	(10,300)	(10,000)	(10,000)	(10,000)



Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
ARC.20	(70,000)	(62,682)	(70,000)	(70,000)	(70,000)	(70,000)
ARC.20	5,000	5,000	4,945	5,000	5,000	5,000
TOTALS	697,601	827,146	538,346	659,716	621,081	653,005
Recommendation:	Amount					
Church and Larsen	538,346					

Bid Evaluation Report



Title	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Stonerock Tile	J. Colavin & Son	Silverado Tile			
Base Bid	99,325	110,210	91,500	0		
Spec #: 09 3013 - Ceramic Tiling	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	90 Days			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Tile	Included	Included	Included			
Finish Schedule A-612:	Included	Included	Included			
F3-Non-slip Ceramic Tile	Included	Included	Included			
B2-Coved Ceramic Tile Base	Included	Included	Included			
W1-Ceramic Tile Walls	Included	Included	Included			
MFR - Dal-Tile	Included	Included	Included			
DalTile Keystones 1"x1" Mosaic - Floors	Included	Included	Included			
DalTile Semi Gloss 6"x6" - Walls	Included	Included	Included			
Marble Thresholds	1,500	1,500	1,500			
Setting beds - Mortar and thinset	Included	Included	Included			
Grout - Standard, Polymer modified, or Epoxy Grout - not spelled out in spec	Std grout	Std grout	Std grout			
Add for epoxy grout	Not provided	Not provided	Add: \$7,650			
Grout Sealer	4,085	Included	Included			
Waterproofing Membrane at depression - 2&3/A-510	Included	Included	Included			
Waterproofing type, 6 are listed in specs, 093013.9.2.1-2.6, which one do you have in your bid?	RedGuard	Included	RedGuard			
Wall Tile on 5/8" Cementitious Backer Board (by others) - 2&3/A-510	By Others	By Others	By Others			
Install per CTI Method W244, thinset method	Included	Included	Included			
Floor Tile on depressed concrete slab(by others) - 2&3/A-510	By Others	By Others	By Others			
Install per CTI Method F114, mudset/mortarget method	Included	Included	Included			
Locations:	Included	Included	Included			
Boys Toilet rm 110, 210	Included	Included	Included			
Boys Changing rm 111	Included	Included	Included			
Girls Toilet rms 113, 212	Included	Included	Included			
Girls Changing rm 114	Included	Included	Included			
Staff Toilet rms 112, 211	Included	Included	Included			

Bid Evaluation Report



Tile	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Stonerock Tile	J. Colavin & Son	Silverado Tile			
Interior Elevations A-224	Included	Included	Included			
8' Ht Tile Wainscot (RFI #24)	Included	Included	Included			
Safety walk and progressive cleanup	2,320	2,320	2,320			
Include Tile Behind Lockers, Provide Alternate Duct to Remove	Included	Included	Included			
ARC.7	(21,500)	(21,500)	(21,670)			
ARC.16	(6,000)	(6,000)	(6,240)			
ARC.18	(16,000)	(16,000)	(16,290)			
TOTALS	63,730	70,530	51,120	0	0	0
Recommendation:	Amount					
Silverado Tile	51,120					

Bid Evaluation Report



Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Alert Insulation	Standard Drywall	Commercial Interiors	CG Chaney	Prime Acoustics	Hamilton Ceiling Systems
Base Bid	41,500	53,030	42,490	35,775	36,000	43,700
Spec #: 09 5123 - Acoustical Tile Ceilings	Included	Included	Included	Included	Included	Included
Spec #: 09 8434 - Acoustical Wall Panels (from RFI #7)					Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings	Included	Included	Included	Included	Included	Included
Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included	Included	Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included	Included	Included
MFR - Armstrong, CerainTeed or USG	USG	Included	Included	USG	CerainTeed	CerainTeed
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	DXL 26	Included	Included	Included	Included	Included
ACT Details per A-540	Included	Included	Included	Included	Included	Included
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included	Included	Included	Included	Included
Include Compression struts per 2/A-540	Included	Included	Included	Included	Included	Included
Read and abide by all Notes on sheet	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320	2,320
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600	600	600	Included	Included
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included	Included	Included	Included	Included
Acoustical Wall Panels	34,660	34,660	34,660	34,660	24,400	34,660
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434					Included	
AWP Type 1, Keynote 10.54					Included	
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+/- weight					Included	
Tackable Wall Panels					10,000	
Finish Schedule A-612:					Included	

Bid Evaluation Report



Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Alert Insulation	Standard Drywall	Commercial Interiors	CG Chaney	Prime Acoustics	Hamilton Ceiling Systems
W5-Tackboard panel over gypsum board, Keynote 10.50					Included	
Color (not listed) provide per MFR standard color palette					Included	
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Corning, Johns Manville, Knauf or equal					Included	
Thickness of panels per Sound absorption coefficient requirement per tabulated values 09 8434,1.03,D					Included	
Provide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.					Included	
Include all mounting hardware, concealed types, individually removable					Included	
See the Typical Room Layouts for Learning Labs, Science Classrooms & Performing Arts Lab - 1,2,3/A410					Included	
Interior elevations at classrooms A-220					Included	
Tackboard Floor to Ceiling see 3/A-530					Included	
Detail 3/A530 shows a 5/8" Corkboard cover with wall covering & alum edge piece 14 ga. Min entire perimeter					Included	
Installed directly over drywall walls					Included	
ARC.5					(24,400)	
TOTALS	79,080	90,610	80,070	73,355	48,320	80,680
Recommendation:	Amount					
Prime Acoustics	48,320					

Bid Evaluation Report



Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Ceiling Experts	Cali-USA	Nelson Adams Naco	Tech-Wall		
Base Bid	65,000	39,982	AWP Only	AWP Only		
Spec #: 09 5123 - Acoustical Tile Ceilings	N/A	Included	N/A	N/A		
	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings	Included	Included				
Reflected Ceiling Plans A-121 to A-122	Included	Included				
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included				
MFR - Armstrong, CerainTeed or USG	Armstrong	CerainTeed				
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included				
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included				
ACT Details per A-540	Included	Included				
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included				
Include Compression struts per 2/A-540	Included	Included				
Read and abide by all Notes on sheet	Included	Included				
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600				
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included				
0						
Acoustical Wall Panels	85,000	56,448	16,736	25,084		
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	Included	Included	Included	Included		
AWP Type 1, Keynote 10.54	Included	Included	Included	Included		
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+/-ly weight	Included	Included	9,000	Included		
Tackable Wall Panels	10,000	10,000	10,000	9,576		
Finish Schedule A-612:	Included	Included	Included	Included		

Bid Evaluation Report



Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Ceiling Experts	Cali-USA	Nelson Adams Naco	Tech-Wall		
W5-Tackboard panel over gypsum board, Keynote 10.50	Included	Included	Included	Included		
Color (not listed) provide per MFR standard color palette	Included	Included	Included	Included		
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Corning, Johns Manville, Knauf or equal	Included	Included	Included	Included		
Thickness of panels per Sound absorbtion coefficient requirement per tabulated values 09 8434,1.03,D	Included	Included	Included	Included		
Povide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.	Included	Included	Included	Included		
Include all mounting hardware, concealed types, individually removable	Included	Included	Included	Included		
See the Typical Room Layouts for Learning Labs, Science Classrooms & Performing Arts Lab - 1,2,3/A410	Included	Included	Included	Included		
Interior elevations at classrooms A-220	Included	Included	Included	Included		
Tackboard Floor to Ceiling see 3/A-530	Included	Included	Included	Included		
Detail 3/A530 shows a 5/8" Corkboard cover with wall covering & alum edge piece 14 ga. Min entire perimeter	Included	Included	Included	Included		
Installed directly over drywall walls	Included	Included	Included	Included		
ARC.5						
			35,736	34,660		
TOTALS	160,600	107,030	0	0	0	0
			AWP Only	AWP Only		
Recommendation:	Amount					
Prime Acoustics	48,320					

Bid Evaluation Report



Carpet & Resilient Flooring	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Reliable Flooring	JJJ Flooring	Floor Tech America	Continental Flooring		
Base Bid	59,951	64,560	76,887	65,126		
Spec #: 09 6513 - Rubber Base	Included	Included	Included	Included		
Spec #: 09 6519 - Resilient Tile Flooring	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Flooring						
Minor Floor Prep	Included	Included	Included	Included		
Testing for PH and Moisture	Included	Included	Included	Included		
Remediation if Applicable	Included	Included	Included	Included		
Resilient Flooring and Rubber Base	Included	Included	Included	Included		
Finish Schedule A-612, F2-Linoleum Tile, B1-4" Vinyl Resilient Base	Included	Included	Included	Included		
MFR - Forbo, Marmoleum Composititon Tile (MCT) 13"x13", 2mm thk, pattern & color by Architect	Included	Included	Included	Included		
Include all adhesives & sealants	Included	Included	Included	Included		
Heat-welding of seams with color-matched color rods	6,700	6,700	6,700	6,700		
Resilient Base - Rubber, Cove, 4", preformed inside & outside corners	Included	Included	Included	Included		
MRF - Burke/Mercer, Roppe/Pinnacle, Flexco or equal	Included	Included	Included	Included		
F2 at All Classrooms	Included	Included	Included	Included		
B1 at All Classrooms, storage, back of house rooms	Included	Included	Included	Included		
F2 MCT in Elevator Cab (not listed but include)	640	640	640	640		
Include cleaning of floors after installation per specs	Included	Included	Included	Included		
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320		
Include initial maintenance "starter kit" from manufacturer and conducted (1st time) by flooring sub spec 3.08.B	Included	Included	Included	Included		
Include protection of floors after installation per specs	Included	Included	Included	Included		
TOTALS	69,611	74,220	86,547	74,786	0	0
Recommendation:	Amount					
Reliable Flooring	69,611					

Bid Evaluation Report



Painting	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Vanguard	Borbon Inc	Triumph Painting	Prime Painting	Prime Painting	Valley Painting
Base Bid	53,100	102,000	155,800	185,000	0	0
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included		
Spec #: 09 9000 - Paints and Coatings	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	90 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Painting and Coating						
BOD - Dunn Edwards or Equal	Included	Included	Included	Included		
Colors TBD	Included	Included	Included	Included		
Finish Schedule A-612:	Included	Included	Included	Included		
F1-Sealed Concrete	w/ waterproofing	w/ waterproofing	w/ waterproofing	w/ waterproofing		
P1-Interior Semi-Gloss Paint	Included	Included	Included	Included		
P2-Interior Gloss Paint	Included	Included	Included	Included		
P3-Clear Sealant	Included	Included	Included	Included		
(3) Top Coats and (1) Coat Primer	Included	Included	Included	Included		
Exterior Plaster Walls & Soffits - 4 coats	Included	Included	Included	Included		
Interior Walls, Soffits and Ceilings, 4 coats	Included	Included	Included	Included		
Exterior & Interior HM Door Frames, 3 coats	Included	Included	Included	Included		
Exterior & Interior HM Doors, 3 coats	Included	Included	Included	Included		
Exterior & Interior Wood Doors, 4 coats	Included	Included	Included	Included		
All Exposed Steel to be Primed with Zinc Coating to Receive Paint (RFI #38)	Included	Included	Included	Included		
Paint Steel Stair Pans, Columns, Stringers, Guardrails and Handrails (RFI #38)	Included	Included	Included	Included		
All Exposed Metal on Roof to be Galvanized per Spec, No Paint Finish (RFI #47)	Included	Included	Included	Included		
Etching galvanized guardrails, handrails & stairs prior to painting	Included	Included	Included	Included		
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included		
Shop-Primed Items	Included	Included	Included	Included		
High Performance Coating at Ext. Hand and Guardrails	Not Included	Not Included	Not Included	Not Included		
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included		
HSS Steel at Ext. exposed Columns & Beams	Included	Included	Included	Included		
Cleanup of all your work	Included	Included	Included	Included		
Touch-Up Painting Allowance	5,092	5,092	5,092	5,092		



Painting	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Vanguard	Borbon Inc	Triumph Painting	Prime Painting	Prime Painting	Valley Painting
Joint Sealant Work Allowance	2,500	2,500	2,500	2,500		
Hedge	26,800					
ARC.1	2,000	2,000	2,000	2,000		
ARC.4	10,700	11,000	11,000	11,000		
ARC.5	3,000	3,000	3,000	3,000		
ARC.17	(1,000)	(1,000)	(1,000)	(1,000)		
TOTALS	102,192	124,592	178,392	207,592	0	0
Recommendation:	Amount					
Vanguard	102,192					

Bid Evaluation Report



Building Specialties		Marshall Classroom Building		Job Number	1641
				Bid Date	6/7/2017
				Date Printed	7/27/2017
Div	Description	Amount	Recommended Subcontractor	Bids Received	
10 44 00	Fire Extinguishers & Specialties	3,045	BL Wilcox (\$3,045 Supplier)	3	
	See sheet A-111 & A-112 for locations of FEC	Included	Inland Empire (\$5,300)		
	1st fl Keynote 10.51 - Fire Extinguisher Cabinet Semi-Recessed, see 6&7/A-530	Included	John Pence (\$4,800)		
	2nd fl Keynote 10.55 - Fire Extinguisher Cabinet Semi-Recessed, see 6&7/A-530	Included			
	1st Fl (8 ea)	Included			
	2nd Fl (1 ea)	Included			
	Provide rated cabinet at rated wall per note on 7/A-530	Included			
	Semi Recessed FEC Max. Projection 4" (RFI #32)				
10 50 50	Lockers	46,600	Inland Empire	1	
	Added Spec Section in RFI #9 - Section 10505 dated 5/23/2017	Included			
	See Accessible Locker Calculations on sheet A-411, total of 8	Included			
	MFR - DeBourgh Manufacturing Co. or equal	Included			
	Interior Elevations A-224, see Keynotes	Included			
	12.10 - 12"x12" triple stack locker, see 13/A-530	Included			
	12.13 - Accessible locker, see 13/A-530	Included			
	12.31 - 20"x48" Accessible Locker room bench (handwritten on bottom of keynotes legend)	Included			
	1-Tier Lockers per detail 13/A-530 - None shown	Included			
	2-Tier Lockers per detail 13/A-530 - None shown	Included			
	3-Tier Lockers per 13/A-530	Included			
	At Boys Changing Room - 1/A-411, total of 32, 3-tier	Included			
	Accessible at Boys Changing Room - 1/A-411, total of 1 ea	Included			
	At Girls Changing Room - 1/A-411, total of 32, 3-tier	Included			
	Accessible at Girls Changing Room - 1/A-411, total of 1 ea	Included			
	Include Locker base at stud wall installation per 15/A-530	Included			
	Coordinate blocking & backing w/ Framers	Included			
	At concrete slab use anchor bolts per detail 3/8" dia 3" embedment	Included			
	6" Upturned CIP concrete base w/ tooled radius at lockers - 14 & 15/A-530	w/ Concrete			

Bid Evaluation Report



Building Specialties		Marshall Classroom Building		Job Number	1641
				Bid Date	6/7/2017
				Date Printed	7/27/2017
Div	Description	Amount	Recommended Subcontractor	Bids Received	
N/A	Misc Site Furnishings	0	Bernards		
	None Noted				
N/A	Misc Equipment (TV's)	6,000	Bernards		
	TV Wall Brackets - 1/A-531	Included			
	MFR not listed, size is 2'-5"x2'	Included			
	Furnished	by District			
	Installed	Included			
	Coordinate blocking & backing w/ framing sub	Included			
	TV's in Classrooms	by District			
	60" Flat Screen by District	by District			
	Final hook-up, connection to Teachers computer	by District			
	Total	55,645			

Bid Evaluation Report



Visual Display Boards	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	ABC School Equipment	Nelson Adams Naco Inc.				
Base Bid	275,308	208,582	0			
Spec #: 101101	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	60 Days	Included				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Visual Display Boards	Included	Included				
Finish Schedule A-612:	Included	Included				
W4 - Marker Board Panel over gypsum board	Included	Included				
Interior Elevations sheets A-220 to A-223	Included	Included				
Keynote 10.52-Markerboard Surface from floor to ceiling, Standard panel size 5'x10'	Included	Included				
Keynote 12.26 - 3'-2"x10' Sliding Marker Board, see 10/A-530	Included	Included				
Keynote 12.27 - (2) 2'-8"x10' Sliding Marker Boards, see 10/A-530	Included	Included				
MFR - MooreCo, Claridge or Polyvision or Equal	Platinum Visual	Nelson Adams Naco				
There is a Marker Board Sliding Door Schedule listing all the rooms to receive them on A-610	Included	Included				
Horizontal Sliding Unit Wall System Assembly per 10/A-530	Included	Included				
Furnished AND Installed	Included	Included				
First Floor Classrooms - total of 19 each	Included	Included				
Second Floor Classrooms - total of 23 each	Included	Included				
ARC.4	(60,500)	(60,223)				
TOTALS	214,808	148,359	0	0	0	0
Recommendation:	Amount					
Nelson Adams Naco Inc.	148,359					

Bid Evaluation Report



Signage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	AGS	John Pence Bldg Spec.	CA Signs	Braille Signs, INC		
Base Bid	6,150	10,130	11,471	15,302	0	0
Spec #: 10 1400 - Signage	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Signage	Included	Included	Included	Included		
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included		
Signage & Fire Extinguisher Plans - G-006	Included	Included	Included	Included		
Signage Details sheet - A-550	Included	Included	Included	Included		
Room Signs - 1/A-550	Included	Included	Included	Included		
Toilet room door signage - 3/A-550	Included	Included	Included	Included		
Fire Riser door signage - 5/A-550	200	Included	Included	Included		
Exit Signs - 6,7,8/A-550	Included	Included	Included	Included		
Typical Classroom I.S.A signage - 9/A-550	Included	Included	Included	Included		
Restroom Signs - Girls, Boys, Unisex, Staff - Wall & Door signage 3,11,13,14/A-550	Included	Included	Included	Included		
Fire Alarm Panel Control - 12/A550	Included	Included	Included	Included		
Electrical & Not an exit signage 15/A-550	Included	Included	Included	Included		
Maximum occupancy signage - 16/A550	Included	Included	Included	Included		
Stenciling on Rated Walls Signage - 19/A-550	w/ Drywall	w/ Drywall	w/ Drywall	w/ Drywall		
Warning sign - 20/A-550	300	Included	Included	Included		
Fire Extinguisher Signage - 6/A-530, G-006 (17 ea)	2,975	Included	Included	Included		
Assistive Listening Signage	250	Included	Included	Included		
ADA Signage	Included	Included	Included	Included		
Ext. Aluminum Letters, or Painted Bldg # (No Callouts on Elevations)	750	750	750	750		
See Spec Section for several other signs as required	Included	Included	Included	Included		
Site Signage at Fire Lane shown on Site Plan A-101	w/ Striping	w/ Striping	w/ Striping	w/ Striping		
Site Signage at Re-Striped existing parking lot shown on A-102, 104, 105	w/ Striping	w/ Striping	w/ Striping	w/ Striping		
Temporary project signage	2,000	2,000	2,000	2,000		
TOTALS	12,625	12,880	17,196	18,302	0	0
Recommendation:	Amount					
AGS	12,625					

Bid Evaluation Report



Toilet Compartments & Accessories	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh		
Base Bid	31,400	23,200	30,700	34,192		
Spec #: 10 2113.17 - Phenolic-Core Shower & Dressing Compartments	Included	Included	Included	Included		
Spec #: 10 2800 - Toilet Accessories	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Toilet Compartments	Included	Included	Included	Included		
Solid Phenolic MFR by Formica, Trespa, Pionite ore equal	Accutec	Included	Included	Included		
Galaxy hardware, Series 8033	Included	Included	Included	Included		
Fire Rated Class B for ASTM E84	Included	Included	Included	Included		
Overhead braced	Included	Included	Included	Included		
Accessible compartments	Included	Included	Included	Included		
Standard compartments	Included	Included	Included	Included		
Urinal Screens	Included	Included	Included	Included		
Vestibule Screens	Included	Included	Included	Included		
No colors selected, include standard color palette in your bid	Formica Sparkle	Formica or Wilsonart	Black	Standard Color		
Toilet Accessories	Included	Included	Included	Included		
MFR - Bobrick or approved equal	Included	Included	Included	Included		
Interior Elevations A-224, see Keynotes	Included	Included	Included	Included		
10.03 - Tactile room name & number signage 1/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage		
10.03 - Toilet room door signage 3/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage		
10.32 - Paper towel dispenser & Waste receptacle 1/A-535	Included	Included	Included	Included		
10.33 - Surface mounted soap dispenser 1/A-5353, B-2111	Included	Included	Included	Included		
10.34 - Multi-roll toilet tissue dispenser, semi recessed 1/A-5353, B-3888	Included	Included	Included	Included		
10.36 - Grab bar - 1, 8 & 10/A-5353, B-6806 series, length per drawing	Included	Included	Included	Included		
10.37 - Seat cover dispenser 1/A-5353, B-221	Included	Included	Included	Included		
10.39 - Mirror 18"x30" 1/A-5353, B-292	Included	Included	Included	Included		
10.41 - Accessible side toilet stall 11/A-5353	Included	Included	Included	Included		
Janitor Closet Accessories	Included	Included	Included	Included		

Bid Evaluation Report



Toilet Compartments & Accessories	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh		
Mop & Broom Holder (4 Holders) B-223 x 36"	Included	Included	Included	Included		
Not Keynoted, but listed in Spec Section:	Included	Included	Included	Included		
Hand Dryer, World Dryer Model XRA	4,200	4,200	4,200	4,200		
Sanitary Napkin Disposal, Recessed B-353 or Partition Mounted B-354	Included	4,800	Included	Included		
Sanitary Napkin Dispenser, Recessed B-3706 25	1,000	1,000	1,000	1,000		
Keys at locked dispensing units, keyed alike	Included	Included	Included	Included		
Other Potential Items:						
Backpack Hooks in Rooms ARC.14	Excluded (4,200)	Excluded (4,200)	Excluded (4,200)	Excluded (4,200)		
TOTALS	32,400	29,000	31,700	30,992	0	0
Recommendation:	Amount					
YTI Enterprises	29,000					

Bid Evaluation Report



Window Coverings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	A1 Quality Blinds	Digital Decora	Contract Décor	Diversified Window	Sheward & Son & Sons	
Base Bid	10,000	15,440	16,340	21,248	27,860	
Spec #: 12 2413 - Roller Window Shades						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	90 Days	Included	90 Days	90 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Window Coverings	Included	Included	Included	Included	Included	
MFR - Levelor, HD, Spring	Included	Included	Included	Included	Included	
New Classroom Building	Included	Included	Included	Included	Included	
All Windows Interior and Exterior	Included	Included	Included	Included	Included	
Motor Operated (Where Shown)	Excluded	Excluded	Excluded	Excluded	Excluded	
MFR - ElectroShade by Mechoshade Systems or approved equal	Excluded	Excluded	Excluded	Excluded	Excluded	
Manual Operated at all windows	Included	Included	Included	Included	Included	
MFR - Mecho/5 by Mechoshade Systems or approved equal	Hunter Douglass	Lutron Contract	FlexShades	Included	Included	
Provide a complete operated system including fabric, mounting spline, end caps, fscia, fillers, side channels, center channels, anchors and fasteners	Included	Included	Included	Included	Included	
Fabric "AV Blackout shade my Mechoshade or equal	Included	Included	Included	Included	Included	
TOTALS	10,000	15,440	16,340	21,248	27,860	0
Recommendation:	Amount					
A1 Quality Blinds	10,000					
Alternates						
RFI #25						
Alt #1: Manual Roller Shades at Larger Sectional Doors at Classrooms	9,000	12,628	20,820	Excluded	20,820	
Alt #2: ADD for Motorized Roller Shades at Larger Sectional Doors at Classrooms	13,500	37,552	41,930	Excluded	41,930	

Bid Evaluation Report



Final Cleaning	Marshall Classroom Building			Job Number	1641
				Bid Date	6/7/2017
Subcontractors				Date Printed	7/27/2017
Description	AAA Express Janitorial	All-Pro Bldg Maintenance	Commercial Const Cleaning		
Base Bid	2,700	28,760	22,550		
Spec #: N/A	N/A	N/A	N/A		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included		
Prequalified per Oxnard School District Standards	Included	N/A	N/A		
Attachment C Acknowledgement	Included	N/A	N/A		
Final Construction Cleaning					
Provide all safety equipment, hard hats, gloves, eye protection & vest	Included	Included	Included		
Include all cleaning tools, ladders, mops, brooms, towels, etc.	Included	Included	Included		
Clean elevator, inside & out	500	Included	Included		
Clean interior windows & mullions	Included	Included	Included		
Clean exterior windows	3,500	Included	Included		
Clean all cabinets, counter & millwork	Included	Included	Included		
Clean inside cabinets & drawers, shelves, bookcases	1,500	Included	Included		
Clean all door frames, hardware & kick-plates	Included	Included	Included		
Wipe clean baseboards	Included	Included	Included		
Wipe clean lights & T-bar ceiling (as required)	Included	Included	Included		
Vacuum all carpeted areas	Included	Included	Included		
Clean all air return grills	Included	Included	Included		
Clean all items attached to walls-FEC, MEP devices, signage marker bds, etc.	1,500	Included	Included		
Wipe, clean mech & elec rms equip, ductwork, conduit & piping	1,500	Included	Included		
Clean Boy's & Girl's restrooms & locker rooms	Included	Included	Included		
Clean plumbing fixtures, toilet part, sinks, mirrors, tops, toilets, lockers, etc.	2,500	Included	Included		
Clean tile floors & walls	2,500	Included	Included		
Sweep & mop all floors	Included	Included	Included		
Wax, 3-coat, all VCT floors	2,500	Included	Included		
Sweep & mop all exterior walkways, corridors, stairways & guradrails	2,500	Included	Included		
Sweep & power wash ext bldg walks, sidewalks & harscape	3,500	Included	3,500		



Final Cleaning	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
	Subcontractors					
Description	AAA Express Janitorial	All-Pro Bldg Maintenance	Commercial Const Cleaning			
Prevailing Wage rates requirements	5,000	Included	Included			
T&M rate per employee			\$79.80/hr			
TOTALS	29,700	28,760	26,050	0	0	0
Recommendation:	Amount					
Commercial Const Cleaning	26,050					

Bid Evaluation Report



Elevators	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Kone, Inc.	Republic Elevator				
Base Bid	195,850	ALT: \$89,860				
Spec #: 14 2123 - Machine-Room-Less Electric Traction Passenger Elevators	Included	No Use Hydro				
Bond Rate	Bond at	Bond at				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	30 Days	60 days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards Attachment C Acknowledgement	N/A	N/A				
	N/A	N/A				
Elevators						
Deferred Approval - Elevator Guide Rails, G-001	Included	Included				
MFR, BOD - Kone EcoSpace Gearless Traction Elevator	Included	Twin Jack, Holeless				
Hoist Beam, Guide Rails per specs	w/ Steel	w/ Steel				
Pit ladder 13/A-561, notes states by Elev Mfr	w/ Steel	w/ Steel				
Continuous plate PL 3/16"x3" cont across hoistway 5&7/A-561	w/ Steel	w/ Steel				
Bldg 1 - New Classroom Building	Included	Included				
Elevator No. 1: 3500#, 150ft/min, 2 Stops, 2 Openings per Specs	Included	Included				
Includes all info for Elevator Details shown on sheet A-561	Included	Included				
Cab Interior Finishes - brushed SS at walls, front & doors w/ alum tube rail, ceiling translucent panels, alum threshold, floor (by others)	Included	Included				
Metalworks Linear Faceted/Curved Ceiling system 8" panel per Note 9.03/G-006, see det 4/A-541 (no sheet A-541 provided)	Exclude/Qualify	Exclude/Qualify				
Make Connection Between Fire Alarm Relay and Elevator Controller	Included	Included				
Elevator Hostway Scaffolding	Included	Included				
Hoisting	Included	Included				
Textura invoice system	360	360				
ARC.10	(196,210)	89,860				
TOTALS	0	90,220	0	0	0	0
Recommendation:	Amount					
Republic Elevator	90,220					

Bid Evaluation Report



Fire Sprinklers	Marshall Classroom Building			Job Number	1641
				Bid Date	6/7/2017
Subcontractors				Date Printed	7/27/2017
Description	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire		
Base Bid	276,600	123,456	126,266		
Spec #: 21 1000 - Fire Protection	Included	Included	Included		
License Designation C-16, Fire Protection Contractor	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included		
Bid Good for 60 Days	60 Days	30 Days	30 days		
Prevailing Wage	Included	Included	Included		
Prequalified per Oxnard School District Standards	No	Yes	Yes		
Attachment C Acknowledgement	Included	Included	Included		
Furnish & Install Fire Sprinkler System	Included	Included	Included		
Building 1, Classroom Building per FP sheets - FP-001 to 005	Included	Included	Included		
<i>Manufacturer - Tyco</i>	Included	Included	Included		
Complete Wet Pipe Automatic Sprinkler System	Included	Included	Included		
UL Approved Black Steel Piping, SCH 40 w/ Cast or Ductile Iron Screwed Fittings - 2" and Smaller	Included	Included	Included		
UL Approved Black Steel Piping, SCH 40 w/ Rolled Grooved Ends, Grooved Fittings and Mechanical or Welded Outlets - 2.5" and Larger	Included	Included	Included		
Complies with NFPA 13, 2013 ED., DSA, and Local AHJ Requirements	Included	Included	Included		
POC from 6" AFF, 4x3 Flexible GRC	Included	Included	Included		
3" Fire Riser at Bldg - 1/FP-002	Included	Included	Included		
Connect 6" Underground Fire Department Connection	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities		
4" Double Detector Check Valve Backflow Preventer (1/FP-02)	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities		
Standard Upright, Pendent, Sidewall Sprinklers	Included	Included	Included		
Concealed Heads in Finished Ceilings w/ Cover Plate	Included	Included	Included		
Flush Sidewall Head in Soffits	Included	Included	Included		
Brass or White Finish	Included	Included	Included		
All Underground Piping as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities		
Piping Distribution (Risings, Mains & Branch Lines)	Included	Included	Included		
Upright Sprinkler Deflectors as Shown	Included	Included	Included		
Provide Head Guards as Required	Included	Included	Included		
Head Box w/ Spare Heads and Wrenches	Included	Included	Included		
Install Ceiling Tiles w/ Sprinkler Heads in Panels Where Required (FP-03)	Included	Included	Included		

Bid Evaluation Report



Fire Sprinklers	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire			
Install sprinklers in elevator shaft and elevator equipment room, not shown	2,500	2,500	2,500			
All Seismic Bracing, Hangers, Embeds as Required	Included	Included	Included			
Sleeves as Required	Included	Included	Included			
Floor Blockouts, Coring, Saw Cutting as Required	Included	Included	Included			
All Gauges, Valves, Flow and Tamper Switches	Included	Included	Included			
Valve Seals, Tags, Safety Markers, and Charts	Included	Included	Included			
Electric Bell	Included	Included	Included			
Sound and Vibration Control	Included	10,000	10,000			
Furnish Access Panels as Required	Included	Included	1,250			
Excavation and Backfill as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Fire Caulking / Sleeves / Firestopping	Included	Included	1,250			
Permits / Plan Check / Inspections / Testing / Fees	1,000	1,000	1,000			
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included	Included			
Calculations / Engineered Plans / Shop Drawings	Included	Included	2,500			
BIM Coordination	5,000	5,000	5,000			
As-Builts and Record Documents	Included	Included	Included			
Hoisting of Own Material as Required	Included	Included	Included			
Schedule and Pay for State and Local Inspections	1,500	1,500	1,500			
TOTALS	286,600	143,456	151,266	0	0	0
Recommendation:	Amount					
J.G. Tate Fire Protection	143,456					

Bid Evaluation Report



Plumbing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	
Base Bid	315,100	349,530	335,765	416,610	412,000	
Spec #: 22 0500 - Basic Materials and Methods	Included	Included	Included	Included	Included	
Spec #: 22 0553 - Identification	Included	Included	Included	Included	Included	
Spec #: 22 0700 - Insulation	Included	Included	Included	Included	Included	
Spec #: 22 0800 - Equipment and Systems Tests	Included	Included	Included	Included	Included	
Spec #: 22 1100 - Domestic and Industrial Water Systems	Included	Included	Included	Included	Included	
Spec #: 22 1300 - Drainage System	Included	Included	Included	Included	Included	
Spec #: 22 4000 - Plumbing Fixtures	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	30 Days	60 Days	60 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	Yes	Yes	No	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Furnish & Install All Plumbing Fixtures w/ Associated Connections	Included	Included	Included	Included	Included	
Plumbing Fixtures	Included	Included	Included	Included	Included	
Water Closet, Floor-Mounted ADA (WC-1 & WC-2)	Included	Included	Included	Included	Included	
Lavatory w/ Manual Metering Faucet, Wall-Mounted ADA (L-1 & L-2)	Included	Included	Included	Included	Included	
Waterless Urinals (UR-1)	Included	Included	Included	Included	Included	
Classroom Sink w/ Manual Metering Faucet (S-1)	Included	Included	Included	Included	Included	
ADA HiLo Stainless Drinking Fountain (DF-1)	Included	Included	Included	Included	Included	
Service Sinks (SS-1)	Included	Included	Included	Included	Included	
Floor Drains (FD-1)	Included	Included	Included	Included	Included	
Hose Bibbs (HB-1)	Included	Included	Included	Included	Included	
Hose Bibbs on Landscape Drawings (RFI# 10)	2,000	2,000	2,000	2,000	2,000	
Trap Primers (TP-1)	Included	Included	Included	Included	Included	
Roof / Overflow Drains (RD-1 & OD-1)	Included	Included	Included	Included	Included	
Cleanouts	Included	Included	Included	Included	Included	
Gas Shut-Off Valves	Included	Included	Included	Included	Included	
Water Hammer Arrestors	Included	Included	Included	Included	Included	
All Fixtures Meet ADA	Included	Included	Included	Included	Included	
Commercial Grade Toilet Seats	Included	Included	Included	Included	Included	
Special Wrenches for Servicing	250	Included	Included	Included	Included	
Faucet Repair Kits	1,000	Included	Included	1,000	Included	
Furnish & Install All Plumbing Equipment w/ Associated Connections	Included	Included	Included	Included	Included	

Bid Evaluation Report



Plumbing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	
<i>Manufacturers per P-001</i>	Included	Included	Included	Included	Included	
Tankless Gas Water Heaters (WH-1 & WH-2)	Included	Included	Included	Included	Included	
Circulating Pump (CP-1)	Included	Included	Included	Included	Included	
Expansion Tanks (ET-1)	Included	Included	Included	Included	Included	
Furnish & Install All Plumbing Piping	Included	Included	Included	Included	Included	
Hot and Cold Water Piping	Included	Included	Included	Included	Included	
Copper Type L, Lead-Free Piping	Included	Included	Included	Included	Included	
Brass Angle Stops and white braided wire Supply Lines at all Fixtures	Included	Included	Included	Included	Included	
Waste and Vent Piping	Included	Included	Included	Included	Included	
Cast-Iron, No Hub	Included	Included	Included	Included	Included	
Storm and Roof Drain Piping	Included	Included	Included	Included	Included	
Cast-Iron, No Hub	Included	Included	Included	Included	Included	
Gas Piping	Included	Included	Included	Included	Included	
Schedule 40 Steel	Included	Included	Included	Included	Included	
Condensate Piping, HVAC	Included	Included	Included	Included	Included	
Copper Type M, Lead-Free	Included	Included	Included	Copper Type L	Included	
Connect Sewer, Storm Drain and Domestic Water Service 5' Out	Included	Included	Included	Included	Included	
Piping Insulation as Required	Included	Included	Included	Included	Included	
Temporary Water for Construction Use (Meter by Others)	13,400	13,400	13,400	13,400	13,400	
Galvanize Flashings, Roof Jacks, Pipe Collars as Required	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	7,500	
BIM Coordination	10,000	17,500	10,000	10,000	10,000	
Caulking and Sealants as Required	Included	Included	Included	Included	2,500	
Fire Caulking, Sleeves, Fire Stopping as Required	Included	Included	Included	Included	Included	
Drilling, Boring, Cutting, Notching as Required	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
Supports, Anchors, Seismic Bracing as Required	Included	Included	Included	Included	Included	
Safety walk and progressive cleanup	4,642	4,642	4,642	4,642		
Vibration Isolation	Included	Included	Included	Included	Included	
Access Panels as Required, Furnish Only	Included	Included	Included	Included	Included	
All Related Trenching and Backfill to 90%	Included	Included	Included	Included	Included	
Flush, Chlorinate, Disinfect and Sterilize Domestic Water	Included	Included	Included	Included	Included	
Haul Off Spoils Generated by Own Work	2,470	10,000	2,925	Included	20,000	
Provide and connect water line to construction trailer	3,350	3,350	3,350	3,350	3,350	
Temporary tool/storage bins	1,400	1,400	1,400	1,400	1,400	
Temporary Toilets	2,100	2,100	2,100	2,100	2,100	



Plumbing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	
Temporary Handwash facilities	2,100	2,100	2,100	2,100	2,100	
ARC.27	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	
TOTALS	355,312	403,522	375,182	454,102	473,850	0
Recommendation:	Amount					
City Commerical	355,312					

Bid Evaluation Report



HVAC	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Climate Control	J.R. Barto	Sheldon Mechanical	WR Robbins Co.		
Base Bid	610,090	544,600	435,800	440,000		
Spec #: 23 0000 - General Provisions	Included	Included	Included	Included		
Spec #: 23 0513 - Electric Motors and Controllers	Included	Included	Included	Included		
Spec #: 23 0548 - Vibration Isolation and Seismic Restraints	Included	Included	Included	Included		
Spec #: 23 2500 - Water Treatment	Qualify Exclude	Qualify Exclude	Qualify Exclude	Qualify Exclude		
Spec #: 23 3100 - Air Transmission and Distribution System	Included	Included	Included	Included		
Spec #: 23 8000 - Air Conditioning and Air Handling Management	Included	Included	Included	Included		
Spec #: 23 9000 - Building Management System	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	90 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	No	Yes	Yes	Yes (Chapman Air Systems, Inc.)		
Attachment C Acknowledgement	Included	Included	Included	Included		
Furnish & Install All HVAC Equipment	Included	Included	Included	Included		
Building Equipment	Included	Included	Included	Included		
Roof-Mounted Package Units w/ Spring Isolators and Curb, AC1-AC12 - Carrier	Included	Included	Included	Included		
Roof-Mounted, Exhaust Fans - Loren Cook	Included	Included	Included	Included		
Ductless Split AC Units - Mitsubishi	Included	Included	Included	Included		
Heating Ventilator Air Units - Reznor	Included	Included	Included	Included		
Factory Curbs/ Install	Included	Included	Included	Included		
Furnish & Install All Ductwork and Distribution	Included	Included	Included	Included		
Sheet Metal Lined Round Ducts	Included	Included	Included	Included		
Sheet Metal Rectangular Ducts	Included	Included	Included	Included		
Flexible Round Ducts	Included	Included	Included	Included		
Building Distribution	Included	Included	Included	Included		
Supply, Return and Exhaust Ductwork	Included	Included	Included	Included		
Ceiling Supply/Return/Exhaust Diffusers	Included	Included	Included	Included		
Supply/Return/Exhaust Air Side Grilles	Included	Included	Included	Included		
Side Wall Mounted Transfer Grilles	Included	Included	Included	Included		
Outdoor Exhaust Grilles	Included	Included	Included	Included		
Fire/Smoke Dampers	Included	Included	Included	Included		
90° Elbows at Ceiling Diffusers	Included	Included	Included	Included		
Sound Boots as Required	Included	Included	3,500	Included		
Sheet Metal Louvers	Included	Included	3,800	Included		

Bid Evaluation Report



HVAC	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Climate Control	J.R. Barto	Sheldon Mechanical	WR Robbins Co.		
Backdraft Dampers at Exhaust as Required	Included	Included	Included	Included		
Condensate Drain Piping - 1/M505	w/ Plumbing	w/ Plumbing	w/ Plumbing	w/ Plumbing		
22 ga galv hoods at roof ductwork per 4/M-510	10,050	10,050	10,050	20,000		
Furnish & Install HVAC Controls	Included	Included	Included	Included		
Energy Management and Building Management Control Systems (DDC)	Included	Included	Included	Included		
<i>MFR - Alerton</i>	Included	Included	Included	Included		
Tie-In Controls w/ Current EMS Already Serving the Existing Campus (RFI #29)	Included	Included	Included	Included		
All Low Voltage Wiring for Own Systems	Included	Included	Included	Included		
All Duct Supports, Seismic Restraints, and Bracing as Required	Included	Included	Included	Included		
HVAC Mounting - M.W. Sausse & Co, Vibrex VIC-EQ w/ Spring Mounts M-521	Included	Included	Included	Included		
All Piping and Duct Insulation as Required	Included	Included	Included	Included		
All Mechanical Piping as Shown on Plans	Included	Included	Included	Included		
Sound and Vibration Control	Included	Included	Included	Included		
Access Panels as Required - Furnish Only	Included	3,500	Included	Included		
All Required Signage and Identification Labels	Included	Included	Included	Included		
Splay Wires for HVAC Registers and Grilles as Required	w/ ACT	w/ ACT	w/ ACT	w/ ACT		
Safety walk and progressive cleanup	6,218	6,218	6,218	6,218		
Construction Filters and Final Filters	Included	Included	Included	Included		
All Sheet Metal Flashings as Required	Included	Included	Included	Included		
Firestopping at Penetrations	Included	2,000	Included	Included		
Testing and Balancing	Included	Included	Included	Included		
Duct Pressure Testing	Qualify Exclude	Qualify Exclude	Qualify Exclude	Included		
Hoisting of Own Material as Required	Included	Included	Included	Included		
BIM Coordination	6,700	6,700	6,700	6,700		
ARC.11	(56,000)	(56,000)	(56,500)	(56,000)		
ARC.24	(42,000)	(42,000)	(42,600)	(42,000)		
TOTALS	535,057	475,068	366,968	374,918	0	0
Recommendation:	Amount					
Sheldon Mechanical	366,968					

Bid Evaluation Report



Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Date Printed	7/27/2017
					Siemens	
Base Bid	1,241,580	1,075,100	989,000	1,020,000	Fire Alarm Only	
Division 26 - Electrical	Included	Included	Included	Included		
Spec #: 26 0126 - Inspection Test and Acceptance	Included	Included	Included	Included		
Spec #: 26 0500 - Common Work Results for Electrical	Included	Included	Included	Included		
Spec #: 26 0513 - Basic Electrical Materials and Methods	Included	Included	Included	Included		
Spec #: 26 0519 - Low-Voltage Wires (600 Volt AC)	Included	Included	Included	Included		
Spec #: 26 0526 - Grounding and Bonding	Included	Included	Included	Included		
Spec #: 26 0533 - Raceways and Boxes Fitting and Supports	Included	Included	Included	Included		
Spec #: 26 0586 - Motors and Drives	Included	Included	Included	Included		
Spec #: 26 0800 - Electrical Systems & Commissioning	Included	Included	Included	Included		
Spec #: 26 0923 - Lighting Control Systems	Included	Included	Included	Included		
Spec #: 26 1000 - Service Entrance	Included	Included	Included	Included		
Spec #: 26 2200 - Low Voltage Transformers	Included	Included	Included	Included		
Spec #: 26 2413 - Switchboards 1000	Included	Included	Included	Included		
Spec #: 26 2416 - Panelboards and Signal Terminal Cabinets	Included	Included	Included	Included		
Spec #: 26 2419 - Motor Control Devices	Included	Included	Included	Included		
Spec #: 26 5000 - Lighting	Included	Included	Included	Included		
Spec #: 26 5200 - Emergency Power Systems	Included	Included	Included	Included		
Spec #: 23 0513 - Electric Motors and Controllers	Included	Included	Included	Included		
Division 27 - Communications	Included	Included	Included	Included		
Spec #: 27 0126 - Test and Acceptance Requirements for Structured Cabling	Included	Included	Included	Included		
Spec #: 27 1013 - Structured Cabling	Included	Included	Included	Included		
Spec #: 27 4113 - Classroom Sound Enhancement System	Included	Included	Included	Included		
Spec #: 27 5116 - Public Address and Intercommunication Systems	Included	Included	Included	Included		
Spec #: 27 5313 - Clock and Program Systems	Included	Included	Included	Included		
Division 28 - Electronic Safety and Security	Included	Included	Included	Included	Included	
Spec #: 28 1600 - Intrusion Detection System	Included	Included	Included	Included		
Spec #: 28 3100 - Fire Detection and Alarm System	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 days	60 Days	60 Days	30 Days	60 Days	

Bid Evaluation Report



Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	Yes	Yes	Yes	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Furnish & Install Building Electrical	Included	Included	Included	Included		
Main Gear and Panels	Included	Included	Included	Included		
1200A WP Main Switch Board, 480Y/277V, 3 Phase, 4W Panel board ("MP"/E-030)	Included	Included	Included	Included		
500KVA WP Site Transformer w/ Disconnect	Included	Included	Included	Included		
Distribution Boards	Included	Included	Included	Included		
Panel Boards	Included	Included	Included	Included		
Lighting Control Panels and Lighting Control System	Included	Included	Included	Included		
Circuit Breakers	Included	Included	Included	Included		
Transformers	Included	Included	Included	Included		
Ground Bus / Grounding Systems	Included	Included	Included	Included		
Distribution, Conduit and Wiring	Included	Included	Included	Included		
Copper Bussing and Wiring w/ Rigid Conduit	Included	Included	Included	Included		
Feeders (RFI# 26)	Included	Included	Included	Included		
Power Distribution	Included	Included	Included	Included		
Conduits & Raceways	Included	Included	Included	Included		
Lighting Switches, Conduit and Wiring	Included	Included	Included	Included		
Cable Trays	Included	Included	None Shown	None Shown		
Terminal Cabinets & Racks	Included	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included	Included		
Wiring Devices	Included	Included	Included	Included		
Switches / Disconnects	Included	Included	Included	Included		
Overcurrent Protection	Included	Included	Included	Included		
Connections to Existing Generator	2,500	2,500	2,500	2,500		
Power to Equipment	Included	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included	Included		
Power to Misc. Equipment / Motors / Devices	Included	Included	Included	Included		
Power to Electric Overhead Coiling Doors w/ Low Voltage Wiring (RFI# 62)	Included	Included	Included	Included		
Power to Building Lighting w/ Controls and Panels	Included	Included	Included	Included		
Power for Irrigation Controller (RFI#65)	Included	Included	Included	Included		
Conduit & Back Boxes Only:	Included	Included	Included	Included		
Voice / Data / CATV Systems	Included	Included	Stubs to Ceiling	Included		
Computer Network Cabling System	Included	Included	Included	Included		
Autonomous PA System	Included	Included	Included	Included		
Occupancy / Motion Sensor System	Included	Included	Included	Included		
Energy Management Systems / HVAC Controls	Included	Included	T-Stat Conduit Only	Included		

Bid Evaluation Report



Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Other Low Voltage Systems (E-001)	Included	Included	Included	Included		
Temporary Power and Lighting	42,000	42,000	39,000	42,000		
Install, Maintain, Relocate for Construction Offices	Included	Included	Included	Included		
Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included	Included		
Temp Power for Elevator Testing and Build Out	Included	Included	Included	Included		
Temp Power Spider Boxes	Included	Included	Included	Included		
Temp Light Strings	Included	Included	Included	Included		
Conduit and Wire to Jobsite Trailers	Included	Included	Included	Included		
Furnish & Install Building Low Voltage Systems	See Below	See Below	See Below	See Below	See Below	
Fire Alarm System	71,131	71,131	Included	71,131	71,131	
Complete Addressable Fire Alarm System (E-204 & E-304)	Included	Included	Included	Included	Included	
<i>Manufacturer - Siemens</i>	Siemens Bid	Siemens Bid	Included	Siemens Bid	Included	
Per City Fire Dept. Standards	Included	Included	Included	Included	Included	
FACP, Annunciator, Devices, Equipment & Conductors	Included	Included	Included	Included	Included	
Fire Alarm Equipment Schedule E-020	Included	Included	Included	Included	Included	
Fire Alarm Details - E020-022	Included	Included	Included	Included	Included	
Elevator System	Connection Only	Connection Only	Connection Only	Connection Only	Connection Only	
Horns, Strobes, Pull Stations, Detectors	Included	Included	Included	Included	Included	
Smoke Duct Detectors - Furnish Only	Included	Included	Included	Included	Included	
Interlock to HVAC Unit Shut-Down, as shown	Included	Included	Included	Included	Included	
Complete Plans / Specifications / Calculations	Included	Included	Included	Included	Included	
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included	Included	
Permits / Licenses / Fees	Included	Included	Included	Included	Included	
Security, Intrusion and Access Control System	24,950		Included	27,500		
<i>MFR - Per Specs</i>	Included	Included	Included	Included		
Computer, Monitors, and Recording Devices Complete	By Owner	By Owner	By Owner	By Owner		
Infrared Motion Detectors	Included	Included	Included	Included		
Interconnection with Door and Gate Hardware as Required	Included	Included	Included	Included		
Interconnection with Overhead Doors as Required	Included	Included	Included	Included		
Interconnection with Elevators as Required	Included	Included	Included	Included		
All Weather-Rated Enclosures	Included	Included	Included	Included		
All Wiring as Required	Included	Included	Included	Included		
Complete Plans / Specifications / Calculations	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Telecom / Data / CATV (E-203 & E-303)	Included	Included	Included	Included		
Telecom / CATV Back-Bone Cabling	Included	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Multi-Mode & Single-Mode Fiber Optic Cable	Included	Included	Included	Included		
CAT 5E Cabling	Included	Included	Included	Included		
Voice Cabling	Included	Included	Included	Included		
Faceplates, Data and Phone Jacks	Included	Included	Included	Included		
Signal Terminal Cabinets	Included	Included	Included	Included		
All Connectors, Hangers, Labels as Required	Included	Included	Included	Included		
All Wiring as Required	Included	Included	Included	Included		
Install and Connect Owner Furnished Rack Mounted Uninterruptible Power Supplies and Ethernet Switches in Equipment Cabinets at Locations with Active Equipment.	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Classroom Sound Enhancement System (E-203 & E-303)	Included	Included	Included	Included		
<i>Manufacturer - Per Spec (274113, 2.01)</i>	Included	Included	Included	Included		
Infrared Technology - Dome Sensors	Included	Included	Included	Included		
Single and Multiple Input/Output Amplifiers	Included	Included	Included	Included		
Loudspeakers w/ Integral Sealed Back Can	Included	Included	Included	Included		
Wall Mounted Control Panel	Included	Included	Included	Included		
Conductors and Cabling	Included	Included	Included	Included		
Battery Chargers	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
All Equipment Racks Bolted to the Floor	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
PA and Intercommunication System (E-203 & E-303)	Included	Included	Included	Included		
<i>Manufacturer - Per Spec (275116, 2.01)</i>	Included	Included	Included	Included		
System Equipment Racks	By Owner	By Owner	By Owner	By Owner		
Central Card Cage / Shelf Assembly	By Owner	By Owner	By Owner	By Owner		
Intercom System w/ Display Telephone	Included	Included	Included	Included		
Wall Mounted Control Panel & Display Units	Included	Included	Included	Included		
Tuners, CD Players, Power Amplifiers, Loudspeakers Etc.	By Owner	By Owner	By Owner	By Owner		
Terminal Blocks and Cabinets	Included	Included	Included	Included		
Conductors and Cabling	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
All Equipment Racks Bolted to the Floor	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Master Clock System	Included	Included	Included	Included		
<i>Manufacturer - Lathem LTR8-512-M or District Approved</i>	Included	Included	Included	Included		
Power Supplies, Backboxes, Etc.	Included	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
All Wall-Mounted Clocks	Included	Included	Included	Included		
Standby Battery System (7 Days)	Included	Included	Included	Included		
All Wiring as Required	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
Furnish & Install Site Electrical	Included	Included	Included	Included		
Safe-Off of Electrical For Removal of Existing Equipment, Conduit and Wiring (2/E-102)	Included	Included	Included	Included		
Removal, Replacement at Existing Site Electrical (E-102)	108,458	108,458	108,458	108,458	125,208	16,750
Surveying route of new service	Included	Included	Included	Included		
Potholing & line verification of new runs	Included	Included	Included	Included		
Demo area at new transformer/switchgear in parking lot:	Included	Included	Included	Included		
Demo curbs	Included	Included	Included	Included		
Demo Landscape/AC Paving	Included	Included	Included	Included		
AC Paving demo at dropoff	Included	Included	Included	Included		
Sawcut and demo site concrete work entire run of Electrical runs	Included	Included	Included	Included		
Add 50% more site concrete demo to go to a control or expansion joint	Included	Included	Included	Included		
Sawcut and demo AC Paving work entire run of Electrical runs	Included	Included	Included	Included		
Demo at Dirt / Landscape/Shrubs/Irrigation work entire run of Electrical runs	Included	Included	Included	Included		
New work for SCE work (E-101 & E-102)	Included	Included	Included	Included		
New Pads at new SCE transformer - 8'x10' - 1/E-102	Included	Included	Included	Included		
New Pads at new 500kva Transformer - 16'x21' - 1/E-102	Included	Included	Included	Included		
New Curbs (from Demo above)	Included	Included	Included	Included		
Put-back Balance of Landscape/AC Paving in reworked electrical area at existing parking lot	Included	Included	Included	Included		
AC Paving at trench that crossed the Dropoff drive lane	Included	Included	Included	Included		
Possible Re-Striping	Included	Included	Included	Included		
Reinstall site concrete work entire run of Electrical runs - this appears to be colored concrete	Included	Included	Included	Included		
Reinstall the Added 50% more site concrete demo to go to a control or expansion joint	Included	Included	Included	Included		
Reinstall AC Paving work entire run of Electrical runs	Included	Included	Included	Included		
Reinstall Dirt/Landscape/Shrub/Irrigation work entire run of Electrical runs	Included	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Furnish / Install concrete filled steel Bollards with footings	Included	Included	Included	Included		
Dry Utilities - Power	Included	Included	Included	Included		
Secondary Conduit From New On-Site Transformer to New WP Main Switchboard (Wire by SCE) (1/E-102)	Included	Included	Included	Included		
MP-1 - (3) 3" Conduit w/ (3) 350KCM & (1) #2/0 in Each Conduit (RFI# 26)	Included	Included	Included	Included		
MP-2 - (3) 3" Conduit w/ (4) 250KCM & (1) #2/0 in Each Conduit & (2) 4" Conduit for Future Power to New Pullbox to New Building (RFI# 26)	Included	Included	Included	Included		
Power to Existing "MSB" From New 500KVA Transformer	Included	Included	Included	Included		
MP-1A - (6) 3" Conduit w/ (4) 350KCM & (1) 250KCM in Each Conduit (RFI# 26)	Included	Included	Included	Included		
New Intercept Underground Pullbox and Connection to Existing Power for "MSB"	Included	Included	Included	Included		
(4) 350KCM & (1) 250KCM Wiring in Existing "MSB" Conduits	Included	Included	Included	Included		
Stub Out (2) Different Lines of (2) 4" Conduit for Future Power from New Pullbox (E-101)	Included	Included	Included	Included		
Utility Company Primary Switch	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Utility Company Site Transformer	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Conductors: by Utility Company	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Dry Utilities - Low Voltage	Included	Included	Included	Included		
(5) 2" Conduits for Low Voltage Systems (FA, SEC, Clock, PA, Tele and Data) From Existing Building to New Pullbox to New Building (E-101)	Included	Included	Included	Included		
(4) 2" Conduits for Future Low Voltage Stubbed From Existing Building to New Pullbox (E-101)	Included	Included	Included	Included		
Stub Out (2) Different Lines of (4) 2" Conduit for Future Low Voltage from New Pullbox (E-101)	Included	Included	Included	Included		
Underground Power Distribution for Site Lighting and Site Power	Assume Existing	Assume Existing	Assume Existing	Assume Existing		
Power to PIVs, Tamper Switches, Backflows	Included	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included	Included		
Furnish & Install Lighting	Included	Included	Included	Included		
LED and Fluorescent Lighting as Shown	Included	Included	Included	Included		
Lighting Fixtures per Schedule on E-010	Included	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Lighting Fixtures at New Classroom Building (E-201 & E-301)	Included	Included	Included	Included		
Exit Signs	Included	Included	Included	Included		
LED Lamps	Included	Included	Included	Included		
Non-LED Lamps	Included	Included	Included	Included		
Occupancy Sensors	Included	Included	Included	Included		
Spare Parts as Required (Spec. 265000, 3.03)	Included	Included	Included	Included		
Coordination of Shipping and Installation of Fixtures	Included	Included	Included	Included		
BIM Coordination (1 per Week for 2 Months)	18,425	18,425	16,750	18,425	3,000	
Plywood Backboards	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp		
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included	Included		
Concrete base at Electrical Equipment 5/E-050	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete		
Protective Bollards 2/E-050	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals		
NEMA Enclosures, where shown	Included	Included	Included	Included		
Flashings at Penetrations	Included	Included	Included	2,000	Included	
Caulkings / Sealants	Included	Included	Included	Included	Included	
Sleeves / Fire Caulking / Firestopping, as required	Included	Included	Included	Included	Included	
Sound and Vibration control	Included	Included	Included	Included	Included	
All Block Outs, Inserts, Coring, Notching, etc.	Included	Included	Included	Included	Included	
Backfill Trenches / Bedding	Included	Included	Included	Included		
Safety walk and progressive cleanup	7,772	7,772	7,772	7,772		
All Required Signage and Identification Labels	Included	Included	Included	Included	Included	
Seismic Bracing to Meet Code	Included	Included	Included	Included	Included	
Access Panels as Required - Furnish Only	Included	5,000	3,000	4,000	1,500	
Haul Off Spoils Generated by Own Work	Included	15,000	15,000	15,000		
Electrical Permits	Included	3,000	No cost	3,000		
Disconnect & reconnect existing PV panels during SCE switch-over	5,000	5,000	5,000	5,000		
Refuse signs not included on lighting fixture schedule	1,000	1,000	1,000	1,000		
ARC.25	(10,000)	(10,000)	(10,000)	(10,000)		
TOTALS	1,512,816	1,344,386	1,177,480	1,317,786	75,631	0
Recommendation:	Amount					
Taft Electric	1,177,480					

Bid Evaluation Report



Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Alternates						
Add Alternate (RFI#70) - Per Spec 101400 2.07B, Provide Refuse Sign not Indicated on Lighting Fixture Schedule.			\$850/ea			
Add Alternate (RFI #16) - Connect Genset w/ Power Required for Essential Equipment to run During Potential Power Outages such as Site & Parking Lot Lights, Fire Alarm Panel, Security System, and Jobsite/Trailers Related Electrical Requirements.			35,000			

Bid Evaluation Report



Demo & Earthwork	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Description	Subcontractors					
	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.		
Base Bid	See Below	See Below	See Below	See Below		
Spec #: 31 1000 - Site Clearing	Included	Included	Included	Included		
Spec #: 31 2200 - Grading	Included	Included	Included	Included		
Spec #: 31 2316 - Excavation & Fill Paving	Included	Included	Included	Included		
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included		
Spec #: 31 2323 - Excavation & Fill Utilities	Included	Included	Included	Included		
Spec #: 31 2326 - Base Course	Included	Included	Included	Included		
Soil Report: by CTE South dated 7/11/16	Included	Included	Included	Included		
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
			35,467	35,467		
Demolition	35,467	32,985	No Bid	No Bid		
Demolition Plan C-101, at New Building location	Included	Included	Included	Included		
Demolition Plan C-102, at Reworked Existing Parking Lot area	Included	Included	Included	Included		
Demolition Plan C-103, at New Play Area location	Included	Included	Included	Included		
Underground Utility Location, Potholing, Capping or Disconnecting Utilities	5,000	5,000	5,000	5,000		
Removal Notes:	Included	Included	Included	Included		
1 - Remove existing asphalt pavement & base, full depth	Included	Included	Included	Included		
2 - Clear, grub & remove existing turf/planter/exposed subgrade area	Included	Included	Included	Included		
3 - Remove existing shrubs, trees and roots	Included	Included	Included	Included		
4 - Remove existing catch basin	Included	Included	Included	Included		
5 - Remove Play area, including the existing play structure (Per RFI#11)	Included	1,500	Included	Included		
6 - Sawcut existing & remove existing pavement, curb or v-gutter	Included	Included	Included	Included		
7 - Remove existing curb	Included	Included	Included	Included		
8 - Remove existing utilities (identified)	Included	Included	Included	Included		
9 - Sandblast existing striping	Included	Included	Included	Included		
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape		
11 - Remove existing concrete V-gutter	Included	Included	Included	Included		
12 - Remove sign in its entirety	Included	Included	Included	Included		
30-39 - Protect-in-Place items as noted	Included	Included	Included	Included		

Bid Evaluation Report



Demo & Earthwork	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.	Date Printed	7/27/2017
					Demo Mobilizations	1,000
Add for demo of existing handball court walls & footings	Excluded	Excluded	Excluded	Excluded		
Grading	No Bid	94,720	108,940	96,507		
See General Civil Notes pertaining to your scope - C-001	-----	Included	Included	Included		
Water Meter and Construction Watering for Own Scope	-----	1,000	1,000	1,000		
Erosion Control for your work (none shown on drawings)	-----	2,500	2,500	2,500		
Haul route for your work	-----	Included	Included	Included		
Move-Ins as required	-----	Included	Included	Included		
July '17 Move-On	-----	Included	Included	Included		
Include per Composite Grading Plan C-300,301,302 and Grading Sections C-303-304	-----	Included	Included	Included		
Mass Excavation and Fine Grade Subgrade	-----	Included	Included	Included		
Soils Report: #5.2-Site Preparation, Geotechnical & Grading Notes, C-001	-----	Included	Included	Included		
Temp Soil Stabilization (if required)	-----	Included	Included	Included		
Over-Ex to suitable native soils (varies across site, but generally lie approx 4' below current grades) or minimum 42" below bottom of all footings, whichever depth is greatest	-----	Included	Included	Included		
See Structural detail 15/S-400A, Typical Foundation & Slab Subgrade - excavation to 42" below footing and 60" below finish grade	-----	Included	Included	Included		
Extend 5' from Perimeter Edges	-----	Included	Included	Included		
Onsite existing fill disturbed for agricultural activities and native materials are suitable for use as fill and backfill materials	-----	Included	Included	Included		
Over-Ex at Elevator Pit	-----	Included	Included	Included		
Over-Ex 24" at Site Conditions - AC Paving, Site concrete, Unit Pavers, Play Area surfacing	-----	Included	Included	Included		
Sub-Grade Compaction of 90%	-----	Included	Included	Included		
At PCC Pavers: removal, excavation and recompaction of top 24" to 95%	-----	Included	Included	Included		
New Play Area: C-103, 9/C-702	-----	Included	Included	Included		
Overexcavate & recompact area after demo, ready for perimeter concrete curb (by others)	-----	Included	Included	Included		
Include Type 2 sub-base to 95% compaction - thickness to be 4"	-----	5,000	5,000	5,000		
Geofabric over subbase, per cut sheet from RFI#12 response - provide Alternate Add	-----	Not required	Not required	Not required		
Excavation for mow strips		2,500	Included	Included		

Bid Evaluation Report



Demo & Earthwork	Marshall Classroom Building				Job Number	1641	
					Bid Date	6/7/2017	
Subcontractors					Date Printed	7/27/2017	
Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.			
Fine Grading for Sitework	-----	Included	Included	Included			
Export Spoils Stockpiled by Others	-----	\$XX / CY	\$XX / CY	\$XX / CY			
Concrete Footing Spoils, Structural	-----	8,125	8,125	8,125			
Concrete Footing Spoils, Site	-----	1,250	1,250	1,250			
Site Utilities	-----	2,500	2,500	2,500			
Plumbing, Electrical	-----	2,500	2,500	2,500			
Dust Control during construction		16,884	16,884	16,884			
TOTALS	0	176,464	189,166	176,733	0	0	
Recommendation:	Amount						
Damar Const.	176,464						

Bid Evaluation Report



Asphalt Paving & Striping	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Pavinig	Berry Engineering	B&M Contractors
Base Bid	0	35,440	See below	64,950	37,772	49,825
Spec #: 31 2316 - Excavation & Fill Paving	-----	Included	Included	Included	Included	Included
Spec #: 31 2326 - Base Course	-----	Included	Included	Included	Included	Included
Spec #: 32 0117 - Pavement Repair	Included	Included	Included	Included	Included	Included
Spec #: 32 1216 - Asphalt Paving	-----	Included	Included	Included	Included	Included
Spec #: 32 1236 - Seal for Bituminous Surfacing	Included	Included	Included	Included	Included	Included
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
AC Paving						
See Legend on C-002:	No Bid	Included	Included	Included	Included	Included
Eastside of New Building - 3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	Included	Included	Included	Included
Fire Lane, 4" thk (2" Class C2 & 2" Class B) AC Surfacing over 9" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	15,538	Included	Included	Included
Include the Pavement-to-pavement joint detail, 4/C-702	-----	Included	Included	Included	Included	Included
Existing Parking Lot Rework, C-202	-----	Included	Included	Included	Included	Included
Sawcut and removal of existing paving (C-102)	-----	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo
Remove, reinstall base & recompact subgrade if unsuitable per 32 01 17,3.02.B	-----	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo
3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	27,966	Included	Included	Included
Redwood Header at Grass	-----	Included	Included	Included	Included	Included
Final 2 coat Seal over new paving per specs	-----	2,850	Included	Included	Included	Included
Clean, Re-Seal, Re-Stripe existing Playground area, not shown	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded
Striping & Signage						
Existing Parking Lot - Striping Plan C-204	9,275	8,790	10,820	10,820	10,820	10,820
Sandblast existing striping at existing lot per Demo sheet C-102	Included	Included	-----	-----	-----	-----
Installation of new work at Existing Parking Lot:	Included	Included	-----	-----	-----	-----
Standard Parking Spaces - 4" thk white lane per Caltrans Std Plan A20B, detail 27B	Included	Included	-----	-----	-----	-----
Stripe Crosshatch Areas	Included	Included	-----	-----	-----	-----

Bid Evaluation Report



Asphalt Paving & Striping	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Pavinig	Berry Engineering	B&M Contractors
Stripe Arrows	Included	Included	-----	-----	-----	-----
Fire Lane Curbs Red - none shown	Included	Included	-----	-----	-----	-----
Accessible Parking Spaces - see A-104	Included	Included	-----	-----	-----	-----
Concrete Wheel Stops at Accessible parking - 32 13 13, 2.01,C.1-3 & 13/A-105	Included	Included	-----	-----	-----	-----
Precast 6' length x 6" ht doweled into paving per detail	Included	Included	-----	-----	-----	-----
Signage - Accessible sign w/ Posts & footing - 1, 9/A-105	Included	Included	-----	-----	-----	-----
		Included	-----	-----	-----	-----
Existing Fire Lane road in front of new Building - FLS Plan G-003	Included	Included	-----	-----	-----	-----
Signage - Fire Access Entrance Signage w/ Post & footing - Sheet Note #5	Included	Included	-----	-----	-----	-----
Signage - New Fire Lane Sign w/ Post & footing - Sheet A-101 & 2/A105 (same as above)	Included	Included	-----	-----	-----	-----
Striping - "Where curb occurs, Paint curb Red to designate Fire Lane" - G-003	Included	Included	-----	-----	-----	-----
Striping - "Fire flush to adjacent surface, paint 'No Parking Fire Lane' w/ Red Lettering" - G-003	Included	Included	-----	-----	-----	-----
Existing Hopscotch, Foursquare, Tetherball adjacent to site RE-Striping - Allowance	1,000	1,000	-----	-----	-----	-----
Existing Main Entry into School - A-101	Included	Included	-----	-----	-----	-----
Signage - New "Tow Away" Sign w/ Post & footing - 7/A-105	Included	500	-----	-----	-----	-----
TOTALS	0	48,580	54,324	75,770	48,592	60,645
Recommendation:	Amount					
Onyx Paving	48,580					

Bid Evaluation Report



Site Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Berry Engineering	
Base Bid	176,900	267,864	135,000	See below	145,960	
Spec #: 31 2316 - Excavation & Fill Paving	Included	Included	Included	Included	Included	
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec #: 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec #: 32 1313 - Site Concrete Work	Included	Included	Included	Included	Included	
Bond Rate (if required)		Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 1%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	90 days	30 Days	30 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Pregualified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
On Site						
Existing Parking Lot Rework, C-202	Included	Included	Included	12,522	Included	
Sawcut and removal of existing site concrete (C-102)	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo	
Remove, reinstall base & recompact subgrade per Note 6, Det 3/C-703	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading	
Note 12 - Concrete Curb per det 3/C-703	Included	Included	Included	Included	Included	
6" concrete curb w/ (2) #4 bars continuous length of curb	Included	Included	Included	Included	Included	
At New revised Accessible spaces, it is assume use of existing concrete handicap ramps at existing diagonal layout	Qualification	Qualification	Qualification	Qualification	Qualification	
Sandblasting (by demo), Re-Striping (by Striper) will be laid-out to reuse concrete ramps	by Others	by Others	by Others	by Others	by Others	
This subcontractor will install Truncated Domes at existing ramps per A-104 & det 5/A-105, 2 ea 3'x4' min	Excluded	Excluded	Excluded	Excluded	Excluded	
Truncated Domes to be Armor Tile or equal per detail 6/C-703	Excluded	Excluded	Excluded	Excluded	Excluded	
Per SCE Drawings & E sheets:						
Transformer Pad - 2/E-020	Included	10,400	Included	10,400	10,400	
Install concrete-filled steel bollards 2/E-020	Included	2,000	2,000	2,000	2,000	
New Rubber Surfacing at existing playground area adjacent to new building, C-203	Included	Included	Included	22,332	Included	
Note 13 - Concrete Curb per det 9/C-702	Included	Included	Included	Included	Included	
6" wide concrete curb at perimeter of play area	Included	8,400	Included	Included	Included	
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	

Bid Evaluation Report



Site Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Berry Engineering	
4" Minimum Base course compacted & ready for rubber surfacing	3,575	3,575	3,575	3,575	3,575	
New handball walls & footings complete adjacent new playground area, not shown	Excluded	Excluded	Excluded	Excluded	Excluded	
Site Concrete Work at New Building:	Included	Included	Included	126,878	Included	
6" thk Concrete Pavment ove 4" crushed aggregate base (CAB), listed on legend C-002 & per 5/C-702(concrete pavement section detail)	Included	Included	Included	Included	Included	
Rebar #4 @ 18" ocev	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar	
Site Control Plan C-201	Included	Included	Included	Included	Included	
Note 1 - 6" thk conc pavement over 4" CAB per 5/C-702	Included	Included	Included	Included	Included	
Note 2 - PCC Pavers & Sand Base per 1/C-703	Included	24,700	24,700	Included	Included	
Pavers MFR-None listed	Included	Included	Included	Angelus	Included	
24" wide concrete curb at perimeter of PCC Pavers	Included	2,130	2,130	Included	Included	
6" concrete Sub-Slab w/ #4@18"ocev under pavers	Included	4,940	4,940	Included	Included	
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	
Fine Grading prior to your work	Included	Included	Excluded	Excluded	Excluded	
Note 3 - Planter area per Landscape drawings	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape	
Note 4 - Regrade & resurface the turf area	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading	
Note 5 - 60" Mow Strip at Perimeter of New Building - 2/C-703	Included	Included	Included	Included	Included	
New mowstrip is 12" thk Including over 4" CAB compacted to 95%	Included	Included	Included	Included	Included	
Note 6 - Seat Wall/CIP Benches per Architectural drawings, A-103	Included	Included	Included	28,728	Included	
L-Shaped 20', 4 each; Straight 10', 1 each	Included	Included	Included	Included	Included	
Detail 10 & 11/A-105 - 1'6"wide x 1'-6" ht CIP Concrete w/ rebar	Included	Included	Included	Included	Included	
Note 7 - Asphalt Pavement per 1/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving		
Note 8 - Concrete Pavement to Asphalt Pavement Transition 2/C-702	Included	Included	Included	Included	Included	
Note 9 - New Pavement to existing Pavement Joint - 4/C-702	Included	Included	Included	Included	Included	
Note 10 - AC Pavement thickness transition - 7/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving		
Note 11 - Stairs per Architectural drawings	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	
6/A-105 - Typical CIP stair nosing - extruded aluminum contrasting strip nosing - NO CIP Stairs shown	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	
Note 12 - Concrete Curb 3/C-703	Included	Included	Included	Included	Included	

Bid Evaluation Report



Site Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Berry Engineering	
Note 13 - Rubber Mat Curb - 9/C-702	Included	NEED	Included	Included	Included	
Note 14 - Gravity Wall - 7/C-703	Included	Included	Included	Included	Included	
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete	
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	w/ CIP Concrete	(30,000)	w/ CIP Concrete	Excluded	Excluded	
6/S-401 - 1'-0" thk wall, 1'-6" above grade	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete	
Note 16 - Not Used	-----	-----	-----	-----	-----	
Note 17 - Rubber Mat per Architectural drawings	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip	
Base for all Site Concrete Paving	Included	Included	Included	Included	Included	
Reinforcing Steel for All Work	Included	12,025	12,025	12,025	12,025	
Control and Expansion Joints / Sealants	Included	Included	Included	Included	Included	
Washout Bins	Included	2,500	2,500	Included	2,500	
Mock-Ups	Included, if reqd	6,000	6,000	5,575	6,000	
SIT.1	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)	
SIT.2	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	
SIT.4	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	
SIT.7	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)	
TOTALS	147,475	281,534	159,870	191,035	149,460	0
Recommendation:	Amount					
B&M Contractors	147,475					



Playfield Equipment	Marshall Classroom Building			Job Number	1641
				Bid Date	6/7/2017
Subcontractors				Date Printed	7/27/2017
Description	Miracle Playground Equipment / Central Coast Playgrounds	Dave Bang Associates / Miracle Playground	SpectraTurf / Miracle Playground		
Base Bid	See below	See below	See below		
Spec #: 11 6800 - Playfield Equipment and Structures (Not Provided)	Included	Included	Included		
Spec #: 02 88 00 - Playfield Equipment and Structures (RFI#11 Response)	Included	Included	Included		
Bond Rate (if required)	N/A	Not provided	Bond at 1.5%		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included		
Bid Good for 60 Days	90 Days	30 days			
Prevailing Wage	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
Playfield Equipment & Structures - Miracle Playgrounds	0	37,210	37,210		
Furnish Modular Units complete FOB Jobsite	Included	Included	Included		
Unloading equipment at jobsite	Included	600	600		
Custom Playground by Miracle Recreation Equipment	Included	Included	Included		
Product spec & cut sheets in RFI#11	Included	Included	Included		
Separate price for Installation:	Included	Included	Included		
Include excavation, layout installation of footings	Included	Included	Included		
Sub provided by Miracle, Central Coast Playgrounds	Included	Included	Included		
Excavate, haul spoils, place embed, install rebar(is this reqd?), place concrete, cleanup	Included	Included	Included		
Footing X: 18" dia x 24" deep	0	8,050	8,050		
Footing Y: 12" dia x 18" deep	0	5,250	5,250		
Footing Z: 20" dia x 42" deep	0	500	500		
Uncrate, separate, install all parts, dispose of empty boxes	0	3,500	3,500		
Playfield Rubber Matting					
Furnish & install complete playground surface as MFR by PlayMax or equal	-----	45,416	42,471		
Demolition Plan C-103, at New Play Area location, remove existing AC Paving	-----	w/ Demo	w/ Demo		
Overexcavate & recompact area after demo	-----	w/ Grading	w/ Grading		

Bid Evaluation Report



Playfield Equipment	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	Miracle Playground Equipment / Central Coast Playgrounds	Dave Bang Associates / Miracle Playground	SpectraTurf / Miracle Playground			
Type 2 sub-base to 95% compaction - thickness to be 4"	-----	w/ Grading	Included			
Geofabric over subbase	-----	2,681	2,681			
Sheet C-203,Note 13 - Rubber Mat Curb - 9/C-702 around perimeter of rubber matting	-----	w/ Site Concrete	w/ Site Concrete			
Rubber Matting subs work:	-----	Included	Included			
MaxPour Cushion Layer - thickness to be xx?	-----	Included	Included			
MaxPour/MaxPour Supreme Top Layer - thickness to be xx?	-----	Included 4"	Included 4"			
Per cut sheet two products are shown, MaxPour Supreme is not included in price	-----	Tot Turf	SpectraPour			
Max fall height your bid is based upon	-----	Included 9'	Included 10'			
Wear layer to be 50% black/50% color w/ std aromatic resin	-----	Included	Included			
See detail sheet, possible VE to install over aged asphalt paving	-----	Not recommended	N/A			
Upgrade to Aliphatic (UV-stable, non-yellowing) Resin wear layer	-----	No bid	Add:\$4,934			
Drywell at Rubber Mat Curb at new Play Area Rubber Surfacing 9/C-702, drain shown on C-402	-----	w/ Site Utilities	w/ Site Utilities			
TOTALS	0	103,207	100,262	0	0	0
Recommendation:	Amount					
SpectraTurf / Miracle Playground	100,262					

Bid Evaluation Report



Landscape & Irrigation	Marshall Classroom Building				Job Number	1641	
					Bid Date	6/7/2017	
				Subcontractors		Date Printed	7/27/2017
Description	Advanced Land. 2000	Cascade Sprinklers	Dufau Landscape	Hardy	Plowboy	Venco Western	
Base Bid	29,418	30,500	24,320	46,800	39,600	36,068	
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	Included	
Drawings: Planting & Irrigation Specs are also Listed on Sheet L-4	Included	Included	Included	Included	Included	Included	
Bond Rate (if required)							
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 days	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A	
Landscaping & Irrigation:	Included	Included	Included	Included	Included	Included	
Demolition Plan C-101, at New Building location	Included	Included	Included	Included	Included	Included	
Removal Notes:	Included	Included	Included	Included	Included	Included	
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	2,500	2,500	2,500	2,500	2,500	2,500	
At New Building per Site Control Plan C-201 & L-1	Included	Included	Included	Included	Included	Included	
Note 3 - Planter area per Landscape drawings	Included	Included	Included	Included	Included	Included	
Irrigation inside the CIP Planters - L-1	Included	Included	Included	Included	Included	Included	
Include tapping into existing mainline for new lines	5,000	5,000	5,000	5,000	5,000	5,000	
Sawcut & remove AC paving & put back for access to mainline tap-in	3,000	3,000	3,000	3,000	3,000	3,000	
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included	Included	Included	
Include sleeving as required	Included	Included	Included	Included	Included	Included	
New Automatic Controller Assembly - Irritrol, 10/L-3	Included	Included	Included	Included	Included	Included	
Include Rain Shut-off Sensor	Included	Included	Included	Included	Included	Included	
Include remote control valves & gate valves, 1 & 5/L-3	Included	Included	Included	Included	Included	Included	
Include quick couplers, 2/L-3	Included	Included	Included	Included	Included	Included	
Include pop-up shrub heads, 4/L-3	Included	Included	Included	Included	Included	Included	
Electrical to controller	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	
Landscaping inside the CIP Planters - L-2	Included	Included	Included	Included	Included	Included	
Trees - 24" box, including Staking per 3/L-3	Included	Included	Included	Included	Included	Included	
Shrubs - 1 & 5 gallon	Included	Included	Included	Included	Included	Included	
Vines - 15 gallon	Included	Included	Included	Included	Included	Included	
Ground Cover	Included	Included	Included	Included	Included	Included	
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640	
90 Day Maintenance	Included	Included	Included	Included	Included	Included	



Landscape & Irrigation	Marshall Classroom Building				Job Number	1641	
					Bid Date	6/7/2017	
				Subcontractors		Date Printed	7/27/2017
Description	Advanced Land. 2000	Cascade Sprinklers	Dufau Landscape	Hardy	Plowboy	Venco Western	
(1) Year Warranty	Included	Included	Included	Included	Included	Included	
Spoils Removal	200	200	200	200	200	200	
Move-Ins (2)	1,500	1,500	1,500	1,500	1,500	1,500	
Existing Parking Lot Rework, C-202	5,000	5,000	5,000	5,000	5,000	5,000	
Removal & reinstallation of Irrigation at Demoed areas	Included	Included	Included	Included	Included	Included	
Removal & reinstallation of Planting at Demoed areas	Included	Included	Included	Included	Included	Included	
Existing Grass Field	35,185	35,185	35,185	35,185	35,185	35,185	
Modify existing Irrigation at grass playfield for trailer/laydown area	Included	Included	Included	Included	Included	Included	
Geofabric over the grass, rock surface as base during operations	Included	Included	Included	Included	Included	Included	
Removal of rock & geofabric at project completion	Included	Included	Included	Included	Included	Included	
Regrade, fine grade ready for new grass at laydown area	Included	Included	Included	Included	Included	Included	
Rework & start-up existing Irrigation heads	Included	Included	Included	Included	Included	Included	
Reinstallation of Grass Planting, hydroseed, at laydown area	Included	Included	Included	Included	Included	Included	
TOTALS	86,443	87,525	81,345	103,825	96,625	93,093	
Recommendation:	Amount						
Dufau Landscape	81,345						

Bid Evaluation Report



Site Utilities	Marshall Classroom Building				Job Number	1641	
					Bid Date	6/7/2017	
				Subcontractors		Date Printed	7/27/2017
Description	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Subtles Plumbing	Toro Ent.	
Base Bid	217,229	See below	200,390	See below	245,000		
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included		
Spec #: 31 2323 - Excavation & Fill Utilities	Included	Included	Included	Included	Included		
Spec #: 31 2326 - Base Course	Included	Included	Included	Included	Included		
Spec #: 33 1100 - Site Water Distribution Utilities	Included	Included	Included	Included	Included		
Spec #: 33 3000 - Site Sanitary Sewer Utilities	Included	Included	Included	Included	Included		
Spec #: 33 4000 - Storm Drainage Utilities	Included	Included	Included	Included	Included		
Bond Rate (if required)	Not listed	Not listed	Not listed	Not listed	Bond @1.44%		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included		
Bid Good for 60 Days	30 days	30 days	30 days	30 days	30 days		
Prevailing Wage	Included	Included	Included	Included	Included		
Pregualified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A		
Site Utilities	Included	Included	Included	Included	Included		
Utility Location (C Below)	2,500	2,500	2,500	2,500	2,500		
Cutting and Capping of Existing Utilities	Included	Included	Included	Included	Included		
Layout and Trenching	Included	Included	Included	Included	Included		
Sawcutting & removal of surface for New Utilities	3,584	3,584	3,584	3,584	3,584		
Traffic Control	Included	Included	Included	Included	Included		
Traffic Rated Trench Plates	Included	Included	Included	Included	Included		
Temp Asphalt Patching	2,048	2,048	2,048	2,048	2,048		
Excavation Spoils Stockpile	Included	Included	Included	Included	Included		
Pressure Test and Flush System	Included	Included	Included	Included	Included		
Sewer	Included	75,865	Included	21,452	Included		
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included		
Note 20 - Install SDR-353 Sanitary Sewer line per 4/C-701	Included	Included	Included	Included	Included		
Note 21 - Connect to bldg sanitary sewer	Included	Included	Included	Included	Included		
Note 22 - Connect to existing onsite main line	Included	Included	Included	Included	Included		
Note 23 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included		
Note 24 - Connect to onsite main line per 2/C-701	Included	Included	Included	Included	Included		
Note 25 - House connection perr APWA Std Plan 222-2	Included	Included	Included	Included	Included		
Storm Drain	Included	173,320	Included	143,618	Included		
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included		
Note 1 - Install SDR-35 storm drain line per 4/C-701	Included	Included	Included	Included	Included		
Note 2 - Construct 12"x12" catch basin per 6/C-701	Included	Included	Included	Included	Included		
Note 3 - Connect to existing onsite main line per 2/C-701	Included	Included	Included	Included	Included		

Bid Evaluation Report



Site Utilities	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Suttles Plumbing	Toro Ent.
Note 4 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included	
Note 5 - Install Atrium grate NDS 1280 & catch basin 1200 or equal	Included	Included	Included	Included	Included	
Note 6 - Connect to on-site main line per 2/C-702	Included	Included	Included	Included	Included	
Note 7 - Connect to bldg storm drain lline	Included	Included	Included	Included	Included	
Note 8 - Install SDR-21 storm drain line per 4/C-701	Included	Included	Included	Included	Included	
Note 9 - Install French Drain per 2/C-704	Included	Included	Included	Included	Included	
Other: Trench Drain concrete basin per 4/S-400A	Included	Included	Included	Included	Included	
Drywell at Rubber Mat Curb at new Play Area Rubber Surfing 9/C-702, drain shown on C-402	Included	Included	Included	Included	Included	
Water	Included	64,295	Included	33,353	Included	
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Note 30 - Connect to existing onsite main line	Included	Included	Included	Included	Included	
Note 31 - Install 4" Double Check Detector Backflow Preventer Assembly with Fire Department Connection per 3/C-701, Ames 3000 SS OS&Y w/ Tamper Switches connected to Fire Alarm	Included	Included	Included	Included	Included	
Note 32 - Install AWWA C900 PVC pressure Class 200 Water line per 4/C-701	Included	Included	Included	Included	Included	
Note 33 - Install concrete thrust block per 4/C-703	Included	Included	Included	Included	Included	
Note 34 - Connect to bldg Fire Water connection	Included	Included	Included	Included	Included	
Note 35 - Connect to building Domestic Water connection	Included	Included	Included	Included	Included	
Note 36 - Connect to existing onsite main line	Included	Included	Included	Included	Included	
Note 37 - Install Gate valve per 5/C-701	Included	Included	Included	Included	Included	
Note 38 - Fire Department Connection per 1/C-704	Included	Included	Included	Included	Included	
Note 39 - Connect to onsite main water line	Included	Included	Included	Included	Included	
Includes:	Included	Included	Included	Included	Included	
Sawcutting for New Utilities	Included	Included	Included	Included	Included	
Excavation, compact bottom, sand shading, install pipe, backfill, compaction of trench	Included	Included	Included	Included	Included	
Base Pave Trenches	Included	Included	Included	Included	Included	
Overlay trench with new AC Paving section	Included	Included	Included	Included	Included	
Lane Closure/Traffic Control	Included	Included	Included	Included	Included	
Water Line for Irrigation inside the CIP Planters - L-1 (not clearly indicated on C sheets)	2,500	2,500	2,500	2,500	2,500	
Include tapping into existing mainline for new lines	Included	Included	Included	Included	Included	
Sawcut & remove AC paving & put back for access to mainline tap-in	Included	Included	Included	Included	Included	

Bid Evaluation Report



Site Utilities	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
Subcontractors					Date Printed	7/27/2017
Description	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Suttles Plumbing	Toro Ent.
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included	Included	
Other:						
FDC Bollards & Footings (include if not shown)	1,000	1,000	1,000	1,000	1,000	
POC Flanged into FS min 24" aff room by this sub - 1/FP-02	Included	Included	Included	Included	Included	
Gas						
NOT SHOWN on Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Gas Lines per Plumbing Sheets	Included	Included	Included	Included	Included	
Connect to existing Gas Line onsite - Not Shown	See Allowance	See Allowance	See Allowance	See Allowance	See Allowance	
TOTALS	228,861	325,112	212,022	210,055	256,632	0
Recommendation:	Amount					
Sam Hill & Sons	210,055					

SITE LEASE AGREEMENT #17-118

This Site Lease (hereinafter referred to as the "Site Lease") is entered into this 24th day of August, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") as lessor, and Bernards, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor") as lessee.

RECITALS

WHEREAS the District desires to provide for the financing and construction of certain public improvements more fully described in a Construction Services Agreement between the District and Contractor, dated as of the date hereof (the "Project") situated at Marshall Elementary School, located at 2900 Thurgood Marshall Drive, Oxnard, California 93036, within the District, as more fully set forth in **Exhibit A** attached hereto (the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, the District's governing body has determined that it will provide the best value to the District and it is in the best interests of the District and for the common benefit of the citizens it serves to finance the Project by leasing to Contractor the land and the existing building(s) on the Site on which the public improvements are to be constructed and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective as of the date hereof (the "Sublease"); and

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

SECTION 1. Site Lease

The District leases to Contractor, and Contractor leases from the District, on the terms and conditions set forth herein, the Site situated in the County of Ventura, State of California, more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, including any real property improvements now or hereafter affixed thereto.

SECTION 2. Term

The term of this Site Lease shall commence as of the date above and shall terminate on the last day of the term of the Sublease

SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

- (a) The District has good title to the Site.

SITE LEASE AGREEMENT #17-118

(b) There are no liens on the Site other than permitted encumbrances (the term “permitted encumbrances” as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim or any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Site.).

(c) All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes not yet due and payable, have been paid in full.

(d) The Site is properly zoned for the intended purpose or the District intends to render zoning inapplicable pursuant to Government Code Section 53094.

(e) To the best of the District’s knowledge, the District is in compliance in all material respects with all laws, regulations, ordinances and orders of public authorities applicable to the Site.

(f) To the best of the District’s knowledge, there is no litigation of any kind currently pending or threatened regarding the District’s use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(g) To the best of the District’s knowledge, upon reasonable investigation and in reliance on the District’s phase one Preliminary Environmental Assessment, and except as otherwise delineated in the Contract Documents: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called “Environmental Regulations”), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the District or Contractor or Contractor’s subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively “Hazardous Substances”), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no violation of any Environmental Regulation

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now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (v) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vi) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (vii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (viii) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and further shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and the Project are to be maintained under the Sublease.

SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been authorized by all necessary corporate or partnership actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of the Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

(e) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and

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hereby indemnifies the District for any damage or omissions related to the site conditions that could have been visually identified during the site-visit in accordance with the indemnification contained in the General Conditions incorporated into the Construction Services Agreement.

(f) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

SECTION 5. Rental

Contractor shall pay to the District as and for advance rental hereunder the sum of One Dollar (\$1.00) per year, the first payment being due on or before the commencement of the term of this Site Lease. The duration of the rental is expected to be from the effective date hereof through the last day of the term of the Sublease.

SECTION 6. Purpose

Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the District; provided, however, that in the event of an occurrence of an Event of Default by the District, under the Sublease, Contractor may exercise the remedies provided for in the Sublease.

SECTION 7. Termination

Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the District any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title shall vest in the District. Notwithstanding the District's foregoing rights in the event of termination, Contractor shall retain the right to compensation pursuant to the Construction Services Agreement and the Sublease.

SECTION 8. Quiet Enjoyment

The District covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and that in the event that the District's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

SECTION 9. No Liens

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

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During the term of this Site Lease, Contractor shall not permit any lien or encumbrance to attach to the Site or any part thereof.

SECTION 10. Right of Entry

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in so doing shall not interfere with Contractor's operations on the Project.

SECTION 11. Assignment and Subleasing

Other than the Sublease, as defined herein, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

SECTION 12. No Waste

Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 13. Default

In the event that Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof. Termination of this Site Lease shall be in accordance with the provisions of the General Conditions incorporated into the Construction Services Agreement or such other provisions as may be applicable.

SECTION 14. Eminent Domain

In the event that the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Tenant Improvement Payments and Sublease Payments then due or past due, and the purchase option price stated in Section 20 of the Sublease less any unearned interest as of the date Contractor receives payment in full. The balance of the award, if any, shall be paid to the District.

SECTION 15. Taxes

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site of the improvements thereon.

SECTION 16. Severability

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason

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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 this Site Lease shall be affected thereby, and each remaining provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 17. Notices

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,

Garcia, Hernandez, Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett

Caldwell Flores Winters, Inc.
1901 Victoria Avenue
Suite #106
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

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SECTION 18. Construction Services Agreement and Sublease

The Construction Services Agreement and the Contract Documents as defined therein, including the Sublease, are incorporated by reference herein in their entirety as if fully set forth herein.

SECTION 19. Binding Effect

This Site Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

SECTION 20. Entire Agreement

This Site Lease, the Sublease, the Construction Services Agreement and the additional Contract Documents as defined in the Construction Services Agreement constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided herein or in Section 10 of the Construction Services Agreement.

SECTION 21. Execution in Counterparts

This Site Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

SECTION 22. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions incorporated into the Construction Services Agreement.

SECTION 23. Applicable Law

This Site Lease 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 24. Headings

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 25. Time

Time is of the essence in this Site Lease and each and all of its provisions.

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IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Site Lease effective as of the date first above written.

CONTRACTOR

Bernards
By: Rick Fochtman

By: _____

Title: _____

Date: _____

THE DISTRICT

Oxnard School District,
a California school district
By: Lisa A. Franz, Director, Purchasing

By: _____

Title: Director, Purchasing

Date: _____

OXNARD SCHOOLg

DISTRICT
Marshall New Classroom Building Project

SITE LEASE
August 24th, 2017

EXHIBIT A

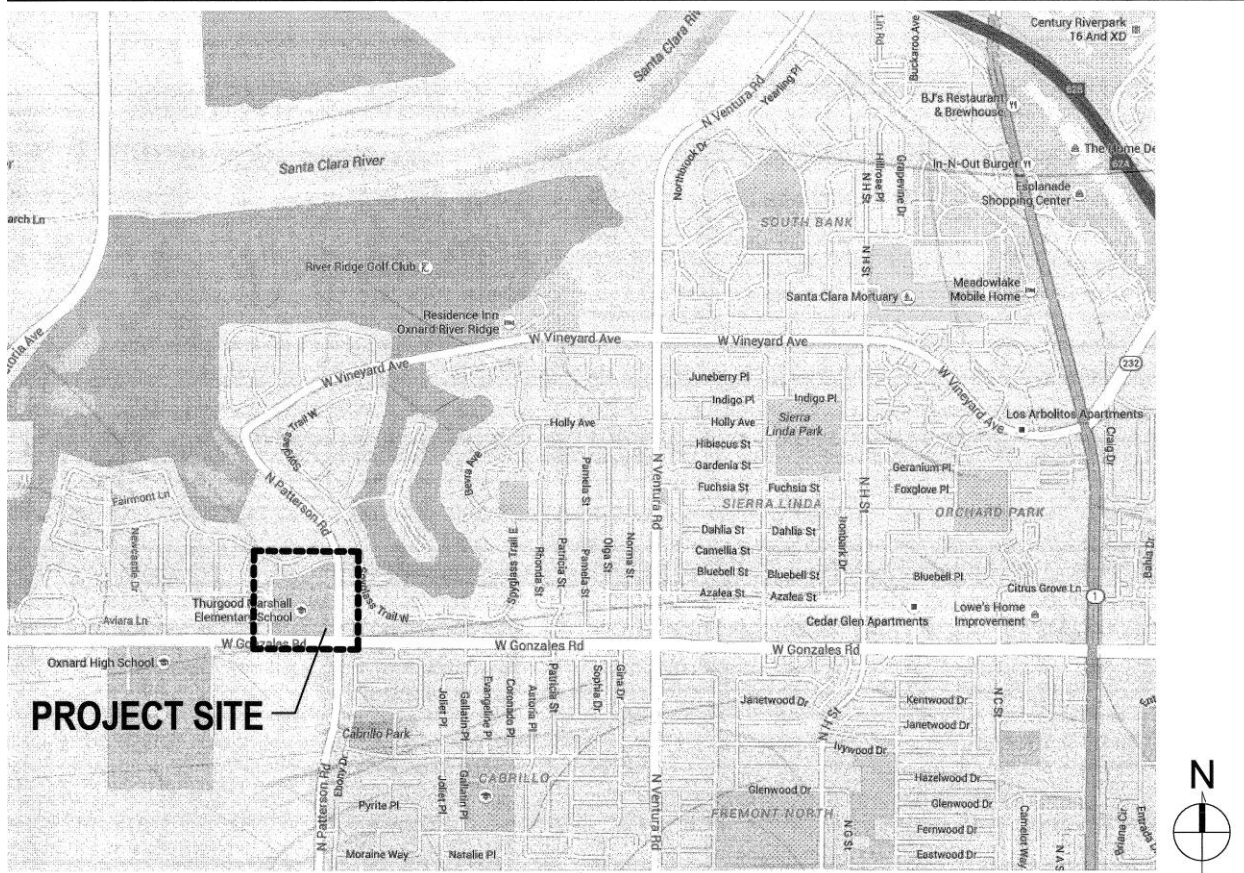
Legal Description of Site

MARSHALL NEW CLASSROOM BUILDING

2900 THURGOOD MARSHALL DR. OXNARD, CA 93036

OXNARD SCHOOL DISTRICT

VICINITY MAP



Rancho El Rio De Santa Clara O'La Colonia, Portion Lot 7, Tract 30, Book 179, Page 7 of assessor's maps of the County of Ventura, California.

OXNARD SCHOOLg

DISTRICT
Marshall New Classroom Building Project

SITE LEASE
August 24th, 2017

SUBLEASE AGREEMENT #17-119

This Sublease (hereinafter referred to as the "Sublease") is entered into this 24th day of August, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") as sub-lessee, and Bernards, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor") as sub-lessor.

RECITALS

WHEREAS the District deems it essential for its own governmental purpose to finance the installation and construction of certain public improvements more fully described in **Exhibit A** to that certain **Construction Services Agreement** between the District and Contractor dated the date hereof (the "Project") situated at Marshall Elementary School, located at 2900 Thurgood Marshall Drive, Oxnard, California 93036 within the District as more fully set forth in **Exhibit A** of the **Site Lease** between the District and Contractor dated the date hereof (the "Site Lease") (The land and the real property improvements described in the Site Lease and the Construction Services Agreement are herein collectively referred to as the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, pursuant to Section 17406 of the California Education Code, the District is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the District pursuant to the terms of this Sublease; and

WHEREAS, the District and Contractor agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in **Exhibit A** of this **Sublease** which is incorporated by this reference.

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

SECTION 1. Sublease

Contractor hereby leases from and subleases to the District, and the District hereby leases to and subleases from Contractor, the Site including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the term of this Sublease.

SECTION 2. Term

- (a) The term of the Sublease (the "Term") shall become effective upon the authorized execution of this Sublease and shall terminate six months after the earlier of the following two events:
 - (1) The date the District takes beneficial occupancy of the final phase of the Project; or
 - (2) The date of substantial completion, as defined in Article 7.2.2 of the General Conditions.
- (b) The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:
 - (1) An Event of Default by the District as defined herein and Contractor's election to terminate this Sublease as permitted herein; or
 - (2) An Event of Default by Contractor as defined herein and the District's election to terminate this Sublease as permitted herein; or
 - (3) Consummation of the District's purchase option pursuant to Section 20 of this Sublease.

SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

- (a) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party by which it or its property is bound.
- (b) The Project and the Site are essential to the District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease.
- (c) The District will take such action as may be necessary to include all Tenant Improvement Payments and Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Tenant Improvement Payments and Sublease Payments.
- (d) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

- (e) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and, further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site is maintained under the Sublease.

SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

- (a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.
- (b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.
- (c) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party by which it or its property is bound.
- (d) There is no pending or, to the best knowledge of Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Sublease.
- (e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Tenant Improvement Payments or Sublease Payments hereunder, except as permitted herein.
- (f) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been identified during the site-visit in accordance with the indemnification contained in the General Conditions.
- (g) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

SECTION 5. Construction/Acquisition

- (a) The District has entered into a Construction Services Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project as well as the obligations under this Sublease are determined by the Guaranteed Maximum Price as determined in Section 5 of the Construction Services Agreement.
- (b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Tenant Improvement Payments and Sublease Payments which become due to Contractor under this Sublease, provided however that the District shall not be required to appropriate said funds in the event that the District determines in good faith that exigent circumstances have arisen that require District to reduce its budget and not appropriate funds for the payments required hereunder. Any such failure to appropriate funds in any year subsequent to the initial year of this Sublease shall be deemed a termination for convenience and shall be subject to the provisions of the General Conditions.

SECTION 6. Payments

- (a) The District shall pay Contractor the Tenant Improvement Payments and the Sublease Payments as set forth in **Exhibit A** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.
- (b) If the District determines that the work is delayed so that Contractor shall not be able to deliver the work pursuant to the construction schedule required by the Construction Services Agreement (the "Construction Schedule"), the District shall be entitled to withhold a reasonable amount from the Tenant Improvement Payments and/or the Sublease Payments then due to cover the damages for delay. Once the District has determined that the work has been performed pursuant to the approved construction schedule, the District shall be obligated to release any funds withheld pursuant to this Paragraph.
- (c) The obligation of the District to pay Tenant Improvement Payments and the Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the District.

SECTION 7. Fair Rental Value

The Tenant Improvement Payments and the Sublease Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term of this Sublease. The parties hereto have agreed and determined that such total Tenant Improvement Payments and Sublease Payments are not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the obligations under the Construction Services Agreement, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement and which do not interfere with Contractor's work on the Project and the Site.

SECTION 8. Sublease Abatement

In addition to delay of payments provided in Section 6, above, Tenant Improvement Payments and Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of the Tenant Improvement Payments and the Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Tenant Improvement Payments and the Sublease Payments paid by the District during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 9. Use of Site and Project

During the Term of this Sublease, Contractor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The District will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Contractor shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any

power or jurisdiction over the Site or the Project; provided, however, that the District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

SECTION 10. Contractor's Inspection/Access to Site

The District agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 16 of this Sublease. The District further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the District to perform its obligations hereunder.

SECTION 11. Project Acceptance

The District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 12. Alterations and Attachments

All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Section 20 hereof. Separately identifiable additions and improvements added to the Project by the District shall remain the property of the District. At Contractor's request, the District agrees to remove the additions and improvements and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

SECTION 13. Physical Damage; Public Liability Insurance

Contractor and the District shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them herein and by the Construction Services Agreement

SECTION 14. Taxes

The District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of

the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

SECTION 15. Events of Default

The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the District fails to make any unexcused Tenant Improvement Payment or Sublease Payment (or any other payment) within 30 days after the due date thereof; (b) the District or Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under any of the Contract Documents (as that term is defined in the Construction Services Agreement), and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other party; (c) the discovery by a party that any statement, representation or warranty made by the other party in this Sublease, or in the Contract Documents (as that term is defined in the Construction Services Agreement), or in any document ever delivered by that other party pursuant hereto or in connection herewith is misleading or erroneous in any material respect; or (d) a party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the party or of all or a substantial part of its assets, or a petition for relief is filed by the party under federal bankruptcy, insolvency or similar laws.

SECTION 16. Remedies on Default

Upon the happening of any Event of Default, the non-defaulting party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Tenant Improvement Payments or the Sublease Payments that fall due in future Sublease periods or otherwise declare any Tenant Improvement Payment or Sublease Payments not then in default to be immediately due and payable. Upon the occurrence of an Event of Default, the non-breaching party may elect to terminate this Sublease in accordance with the provisions contained in the General Conditions. Termination of the Construction Services Agreement shall trigger the termination of the Site Lease and this Sublease.

SECTION 17. Non-Waiver

No covenant or condition to be performed by the District or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the District or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 18. Assignment

Without the prior written consent of Contractor, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq.* Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the District shall pay all Tenant Improvement Payments and Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 19. Ownership

The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein.

SECTION 20. Sublease Prepayments/Purchase Option

(a) Sublease Prepayments. At any time during the Term of this Sublease, the District may make Sublease Prepayments to the Contractor of the Tenant Improvement Payments and/or Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the District in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed up to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Tenant Improvement Prepayments and Sublease Payments previously made by the District to Contractor; (2) all Sublease Prepayments previously made by the District to the Contractor; (3) all amounts previously retained pursuant to Section 20(a)(3), below, from Sublease Prepayments previously made by the District to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 20(a)(3)); and (4) the retention for such Sublease Prepayment pursuant to Section 20(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 20(a)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 20(b), below, shall be adjusted accordingly.

- (1) In the event that the District elects to make a Sublease Prepayment, the following are conditions precedent to the District's delivery of such Sublease Prepayments to Contractor pursuant to a request of Contractor:

- (A) Satisfactory progress of the construction of the Project pursuant to the Time Schedule shall have been made as determined in accordance therewith.
 - (B) Contractor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all sub-contractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project Site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project Site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that Contractor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the District.
- (2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the District in accordance with the General Conditions. If the District determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.
 - (3) The District shall retain an amount equal to 5% of each Tenant Improvement Payments ("retention") made at Contractor's request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the District, pursuant to the provisions of Public Contract Code Section 22300.

- (b) If the District is not in default hereunder, the District shall have the option to purchase not less than all of the Project in as-is condition upon delivery of the Prepayment Price as defined herein. The Prepayment Price at any given time shall be an amount equal to the final GMP, as it may be revised from time to time, less the sum of any Tenant Improvement Payments, Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section. The District may thereupon terminate this Sublease and Contractor shall deliver such deeds, bills of sale, assignments, releases or other instruments as District may reasonably require to reflect the transfer of all of Contractor's interest in the Project. Following the closing of the District's purchase option, the District shall retain all rights to any claim or warranty arising under the Construction Services Agreement.

SECTION 21. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions during the course of construction.

SECTION 22. Construction Services Agreement and Site Lease

The Construction Services Agreement and the Contract Documents as defined therein, including the Site Lease, are incorporated by reference herein in their entirety as if fully set forth herein.

SECTION 23. Severability

If any one or more of the terms, covenants or conditions of this Sublease 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 this Sublease shall be affected thereby, and each provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 24. Entire Agreement

The Contract Documents enumerated in paragraph C of Section 1 of the Construction Services Agreement, which include this Sublease, constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 25. Notices

Any notices or filings required to be given or made under this Sublease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein

shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,

Garcia, Hernandez, Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett

Caldwell Flores Winters, Inc.
1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 26. Titles

The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Sublease.

SECTION 27. Time

Time is of the essence in this Sublease and each and all of its provisions.

SECTION 28. Applicable Law

This Sublease 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. Execution in Counterparts

This Sublease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

SECTION 30. District Insurance

During the period after tenant improvement completion and beneficial occupancy of the Project and before the end of the Term, the District shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from the District's operations of the Site and for which the District may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the District's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the District's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the District, or (b) by another person; and (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such insurance shall be in the coverage amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance policy required of the District hereunder shall also name Contractor as an additional insured as its interests may appear. Such insurance shall be deemed to be primary and non-contributory with any policy maintained by Contractor and any policy or coverage maintained by Contractor shall be deemed to be excess over such insurance maintained by District.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Sublease effective as of the date first above written.

CONTRACTOR

THE DISTRICT

Bernards
By: Rick Fochtman

Oxnard School District,
a California school district
By: Lisa A. Franz, Director, Purchasing

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date:

EXHIBIT A

PAYMENT PROVISIONS

Tenant Improvement Payments and the Sublease Payments shall be paid monthly and the total of the Tenant Improvement Payments and the Sublease Payments made shall not exceed the amount of the GMP as defined in Section 5 of the Construction Services Agreement. Each month Contractor shall provide the District with an itemized summary (in accordance with the provisions set forth in the Project Manual) indicating the percentage of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager.

The District shall pay Contractor in accordance with the procedures set forth in the Construction Services Agreement, the Project Manual and the portion of the GMP set forth as the Tenant Improvement Payments in accordance with Section 5 of the Construction Services Agreement, based on the amount of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager according to the approved Schedule of Values, less the retention applicable to said payment all in accordance with the procedures set forth in the Construction Services Agreement and/or the Project Manual.

The District shall pay Contractor Sublease Payments in the amount of **\$74,952.00** per month. The Sublease payments shall be consideration of the District's rental, use, and occupancy of the Project and the Site; the Sublease Payments shall include the portion of the Construction Costs financed by Contractor. The Sublease Payments shall commence with the Site Lease execution and continue for a total of six (6) months.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 8/23/17

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
 X Facilities
- D. Action Items** _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Field Contract #FC-P18-00938 – Precision Plumbing-Mechanical (Penanhoat/Fateh)

Proposals were solicited for Field Contract #FC-P18-00938, Transportation Yard Storm Water Diversion System Repair, pursuant to the Uniform Public Construction Cost Accounting Act. Three proposals were received on Thursday, August 3, 2017. The scope of work involves the installation of a new storm water diversion valve as requested by the City of Oxnard for compliance with storm water pollution prevention requirements.

It is requested that the Board of Trustees award Field Contract #FC-P18-00938 to the lowest responsible bidder Precision Plumbing-Mechanical, who submitted the lowest responsive bid in the amount of \$34,587.00. The project will be funded through Deferred Maintenance One-Time Funds.

FISCAL IMPACT:

\$34,587.00 – Deferred Maintenance One-Time Funds

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P18-00938 in the amount of \$34,587.00 with Precision Plumbing-Mechanical.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P18-00938, 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-P18-00938
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FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of 8/2/17, between **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 Thirty-Four Thousand Five Hundred Eighty-Seven Dollars (\$34,587.00), 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 8/3/17.**

C. Contractor agrees to commence the work within ** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to begin on or about August 29, 2017 & be completed by the end of the day September 21, 2017.**

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5.** Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. IN WITNESS HEREOF, the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u> </u> Scope of Work	<u> X </u> Subcontractor List	<u> X </u> Performance/Payment Bonds
<u> </u> Specifications	<u> X </u> Certificates/Liability Insurance	<u> X </u> Purchase Order No. <u>P18-00938</u>
<u> </u> Drawings	<u> X </u> Certificates/Workers Compensation Insurance	<u> X </u> Proposal dated <u>8/3/17</u>
<u> </u> Supplemental Conditions		<u> X </u> Other <u>PWC-100 DIR Registration</u>

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

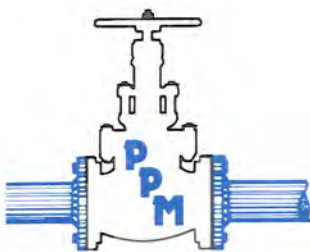
Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
Firm Address _____	Contractor’s License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>David Fateh, Director of Facilities</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance One-Time 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 (2) 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.



PRECISION Plumbing-Mechanical

5350 Gabbert Road • Moorpark, CA 93021 • (805) 529-4748 • fax (805) 529-5433

Proposal

Page No. of Pages

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		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 hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

_____ dollars (\$ _____)

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 _____ 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 #12219

The following items are included in this proposal:

- Schedule 40 PVC pipe with schedule 40 PVC solvent joint fittings for the installation of the new storm diverter valve
- Sawcut, break and removal of (AC / concrete) as required for plumbing installation.
- Concrete or AC replacement.
- Excavation backfill and compaction of plumbing trenches as shown on plan sheet P2.
- Plumbing equipment as described in the plumbing equipment schedule on sheet P1 of plans dated 06/09/2017.
- Haul off of excess spoils.
- All electrical work needed for plumbing equipment as shown on plan sheet P2
- 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.
- Asbestos or lead abatement.
- Temporary fencing needed for plumbing work.
- Trench plates needed to cover open plumbing trenches.
- Repairs to existing utilities or any underground piping not clearly identified prior to excavation.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 8/23/17

- Study Session: _____
Closed Session _____
- A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
X Facilities
- D. Action Items _____
F. Board Policies _____ 1st Reading _____ 2nd Reading _____

Approval of Field Contract #FC-P18-00938 – Precision Plumbing-Mechanical (Penanhoat/Fateh)

Proposals were solicited for Field Contract #FC-P18-00938, Transportation Yard Storm Water Diversion System Repair, pursuant to the Uniform Public Construction Cost Accounting Act. Three proposals were received on Thursday, August 3, 2017. The scope of work involves the installation of a new storm water diversion valve as requested by the City of Oxnard for compliance with storm water pollution prevention requirements.

It is requested that the Board of Trustees award Field Contract #FC-P18-00938 to the lowest responsible bidder Precision Plumbing-Mechanical, who submitted the lowest responsive bid in the amount of \$34,587.00. The project will be funded through Deferred Maintenance One-Time Funds.

FISCAL IMPACT:

\$34,587.00 – Deferred Maintenance One-Time Funds

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P18-00938 in the amount of \$34,587.00 with Precision Plumbing-Mechanical.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P18-00938, 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-P18-00938
--

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of 8/2/17, 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 Thirty-Four Thousand Five Hundred Eighty-Seven Dollars (\$34,587.00), 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 8/3/17.**

C. Contractor agrees to commence the work within ** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to begin on or about August 29, 2017 & be completed by the end of the day September 21, 2017.**

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF,** the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u> </u> Scope of Work	<u> X </u> Subcontractor List	<u> X </u> Performance/Payment Bonds
<u> </u> Specifications	<u> X </u> Certificates/Liability Insurance	<u> X </u> Purchase Order No. <u>P18-00938</u>
<u> </u> Drawings	<u> X </u> Certificates/Workers Compensation Insurance	<u> X </u> Proposal dated <u>8/3/17</u>
<u> </u> Supplemental Conditions		<u> X </u> Other <u>PWC-100 DIR Registration</u>

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

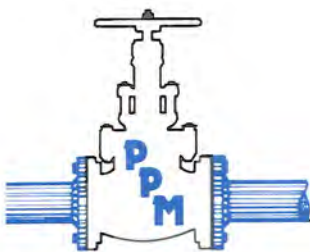
Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
Firm Address _____	Contractor’s License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>David Fateh, Director of Facilities</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance One-Time 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 (2) 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.



PRECISION Plumbing-Mechanical

5350 Gabbert Road • Moorpark, CA 93021 • (805) 529-4748 • fax (805) 529-5433

Proposal

Page No. of Pages

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		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 hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

_____ dollars (\$ _____)

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 _____ 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 #12219

The following items are included in this proposal:

- Schedule 40 PVC pipe with schedule 40 PVC solvent joint fittings for the installation of the new storm diverter valve
- Sawcut, break and removal of (AC / concrete) as required for plumbing installation.
- Concrete or AC replacement.
- Excavation backfill and compaction of plumbing trenches as shown on plan sheet P2.
- Plumbing equipment as described in the plumbing equipment schedule on sheet P1 of plans dated 06/09/2017.
- Haul off of excess spoils.
- All electrical work needed for plumbing equipment as shown on plan sheet P2
- 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.
- Asbestos or lead abatement.
- Temporary fencing needed for plumbing work.
- Trench plates needed to cover open plumbing trenches.
- Repairs to existing utilities or any underground piping not clearly identified prior to excavation.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 8/23/17

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
X Facilities
- D. Action Items _____
F. Board Policies _____ 1st Reading _____ 2nd Reading _____

Ratification of Change Order #1 EMCOR Service Mesa Energy Systems – Time Extension (Penanhoat/Fateh)

On April 19, 2017, the Board approved the Adoption of Resolution #16-27 and Approval of Agreement #16-254 with EMCOR Services Mesa Energy Systems Inc. for HVAC Design Build Services – Prop 39 for \$1,544,442.00.

This No-Cost Change Order grants EMCOR an excusable time extension of 98 calendar days because of delay in fabrication of two chillers as part of this project. There will not be any negative impact to instructional programs and the chillers, once delivered, will be replaced after school hours and/or on weekends.

This time extension is not compensable to EMCOR and will have no fiscal impact to the District.

FISCAL IMPACT:

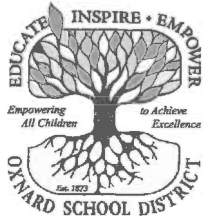
None

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees ratify Change Order #1 to EMCOR Services Mesa Energy Systems.

ADDITIONAL MATERIALS:

Attached: Change Order #1 (2 Pages)



CHANGE ORDER

Date: 7/10/17

CHANGE ORDER NO. 1

PROJECT: OXNARD SCHOOL DISTRICT HVAC DESIGN-BUILD SERVICES AT FOUR (4) SCHOOL SITES

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

O.S.D. BID No. 16-51
O.S.D. Agreement No. 16-254

CONSULTANT Cumming Corporation
523 West 6th Street Ste.1001
Los Angeles, CA 90014

CONTRACTOR: EMCOR Service Mesa Energy Systems

Architects Proj. No.: n/a
D.S.A. File No.: n/a
D.S.A. App. No.: n/a

Attn: Angel

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	\$ 1,544,442.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS	\$ 0
ADJUSTED CONTRACT SUM	\$ 1,544,442.00
NET CHANGE -	\$ 0
Total Change Orders to Date:	\$ 0
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO:	\$ 1,544,442.00

Commencement Date:	4/21/17
Original Completion Date:	8/9/17
Original Contract Time:	112 days
Time Extension for all Previous Change Orders:	0
Time Extension for this Change Order:	98 days
Adjusted Completion Date:	11/15/17

Percentage **0 %**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Rose & Fremont Chillers arriving 9/1/17 & 9/29/17. This is an excusable time extension without additional compensation.	Chiller Change			
2.					
3.					
4.					
5.					
6.					
	Totals				

Total Change Order No. \$ 0

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND DEPUTY SUPT. BUSINESS & FISCAL SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR:  _____

DATE: 7-21-17

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

DIRECTOR OF FACILITIES: _____

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DEPUTY SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 8/23/17

- Study Session: _____
Closed Session _____
- A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
X Facilities
- D. Action Items _____
F. Board Policies _____ 1st Reading _____ 2nd Reading _____

Ratification of Change Order #2 to Kiwitt's General Building (Penanhoat/Fateh)

On May 17, 2017, the Board of Trustees approved the Award of Formal Bid#16-06 and Agreement #16-274 for Curren School Fire Sprinklers Corrections in the amount of \$167,000.00. The scope of this change order addressed necessary correction of an item related to a previous uncertified DSA project. The work included replacement of a section of an existing asphalt surface in front of an existing drinking fountain for compliance with wheelchair and ADA accessibility requirements. This corrective work was coordinated with, monitored and inspected by the DSA inspector and will allow the District to proceed with final certification and close-out of a previous uncertified DSA project (DSA Application Number 03-107119).

Change Order #2 in the amount of \$5,000.00 represents 3% of the original contract price of \$167,000.00. The total cumulative Change Order amount of \$11,375.50 (Change Orders #1 and #2) represents a net change of 6.8%.

FISCAL IMPACT:

\$5,000.00 – Deferred Maintenance One Time Funds

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Change Order #2 to Agreement #16-274 with Kiwitt's General Building.

ADDITIONAL MATERIALS:

Attached: Change Order #1 (2 Pages)
Construction Change Directive CCD #2 (5 Pages)



CHANGE ORDER

Date: 7/27/17

CHANGE ORDER NO. 2

PROJECT: CURREN SCHOOL FIRE SPRINKLER CORRECTIONS
O.S.D. BID No. 16-06
O.S.D. Agreement No. P.O. #P17-05083

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT FM Architecture Inc.
1035 Lancaster Blvd.
Lancaster, CA 93534

CONTRACTOR: Kiwitt's General Building Contractor

Attn: Mike Kiwitt

Architects Proj. No.:
D.S.A. File No.: 56-22
D.S.A. App. No.:107119

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 167,000.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 6,375.50
ADJUSTED CONTRACT SUM.....	\$ 173,375.50
NET CHANGE -	\$ 5,000.00

Total Change Orders to Date:	\$ 11,375.50
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.:2.....	\$ 178,375.50

Commencement Date:	7/19/2017
Original Completion Date:	8/14/2017
Original Contract Time:	59 Days
Time Extension for all Previous Change Orders:	0
Time Extension for this Change Order:	0
Adjusted Completion Date:	8/14/17

Percentage 6.81%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Concrete sloped walkway at drinking fountain per DSA approved drawing below		✓		✓
2.					
3.					
4.					
5.					
6.					
	Totals				

Total Change Order No. \$ 5,000.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND DEPUTY SUPT. BUSINESS & FISCAL SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

DIRECTOR OF FACILITIES :

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DEPUTY SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: <u>Oxnard School District</u>	DSA File #: <u>56 - 22</u>
Project Name/School: <u>Curren ES - P2P</u>	DSA App. #: <u>03 - 107119</u>

APPLICANT		
CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, # <u>2</u>	Date Submitted: <u>07/11/17</u>	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (<u>4</u> pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: <u>Flewelling & Moody</u>	Contact Name: <u>Megan Fries</u>	
Email: <u>mfries@flewelling-moody.com</u>	Phone Number: <u>(661) 949-0771</u>	
Address: <u>1035 West Lancaster Blvd.</u>		
City: <u>Lancaster</u>	State: <u>CA</u>	Zip: <u>93534</u>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction.		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: <u>Scott Gaudineer</u>	
Professional License #: <u>C-14211</u>	Discipline: <u>Architect</u>

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

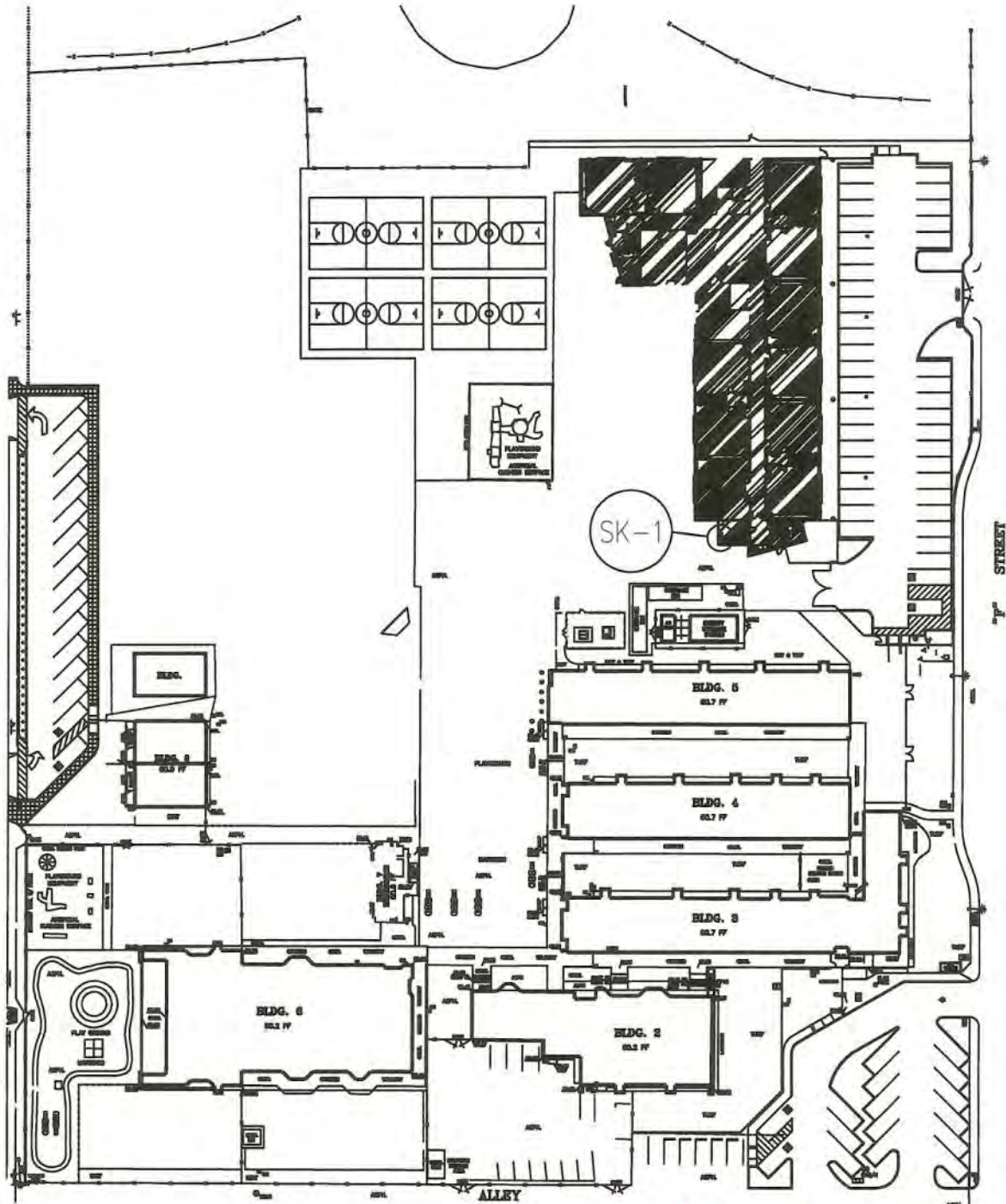
Signature: _____
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this this project.

Brief description of construction change (attach additional sheets if needed):
District to provide new slope concrete ramp to existing drinking fountain alcove.

List of DSA approved drawings affected by this CCD: N/A

DSA USE ONLY		DSA Stamp
SSS <u>JH</u> Date <u>7/20/17</u> <input checked="" type="checkbox"/> Approved / <input type="checkbox"/> Disapproved / <input type="checkbox"/> Not Req'd	For business office use only Date Sent _____ Return By _____ Delivery Method _____	APPROVED DIVISION OF THE STATE ARCHITECT LOS ANGELES REGIONAL OFFICE DATE <u>7/20/2017</u>
FLS _____ Date _____ <input type="checkbox"/> Approved / <input type="checkbox"/> Disapproved / <input checked="" type="checkbox"/> Not Req'd		
ACS <u>J.V.V.</u> Date <u>7/20/17</u> <input checked="" type="checkbox"/> Approved / <input type="checkbox"/> Disapproved / <input type="checkbox"/> Not Req'd		
Remarks _____		



SITE PLAN
NTS



APPROVED

FILE No. 56-22
DSA APP.: 03-107119

CCD No. 2



FLEWELLING & MOODY
architects for education

An Employee Owned Corporation

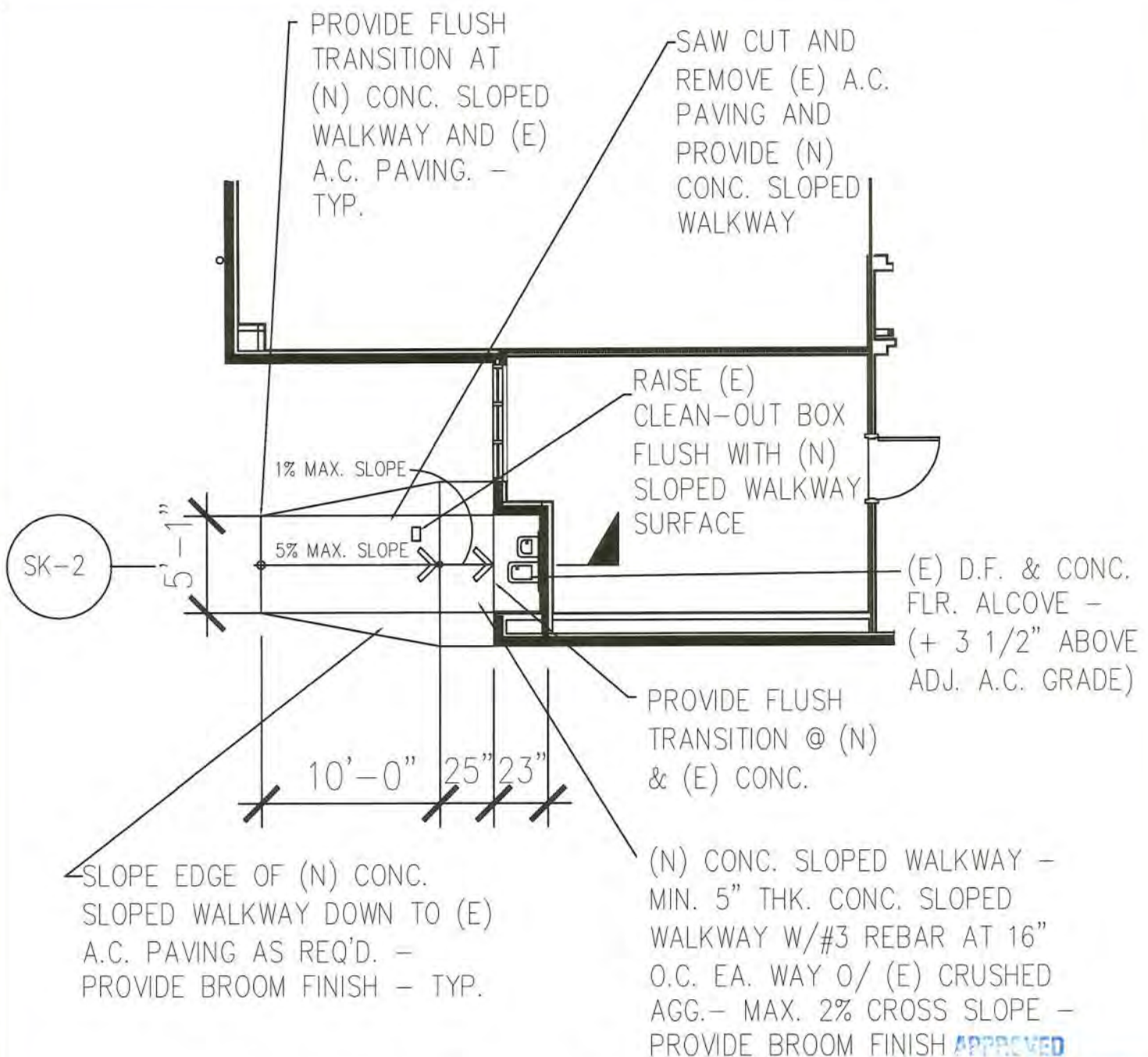
Los Angeles - 323 543 8300 www.flewelling-moody.com Lancaster - 661 948 0771

(N) CONC. SLOPED WALKWAY

P2P+ BUILDING

CURREN SCHOOL
1101 N. F STREET
OXNARD, CA. 93030
OXNARD SCHOOL DISTRICT

Date	7/10/17
Job No.	---
Sheet No.	SP-1



ENLARGED SITE PLAN

NTS



DIVISION OF THE STATE ARCHITECTS
LOS ANGELES REGIONAL OFFICE
DATE 7/26/2017

CCD No. 2

FILE No. 56-22
DSA APP.: 03-107119



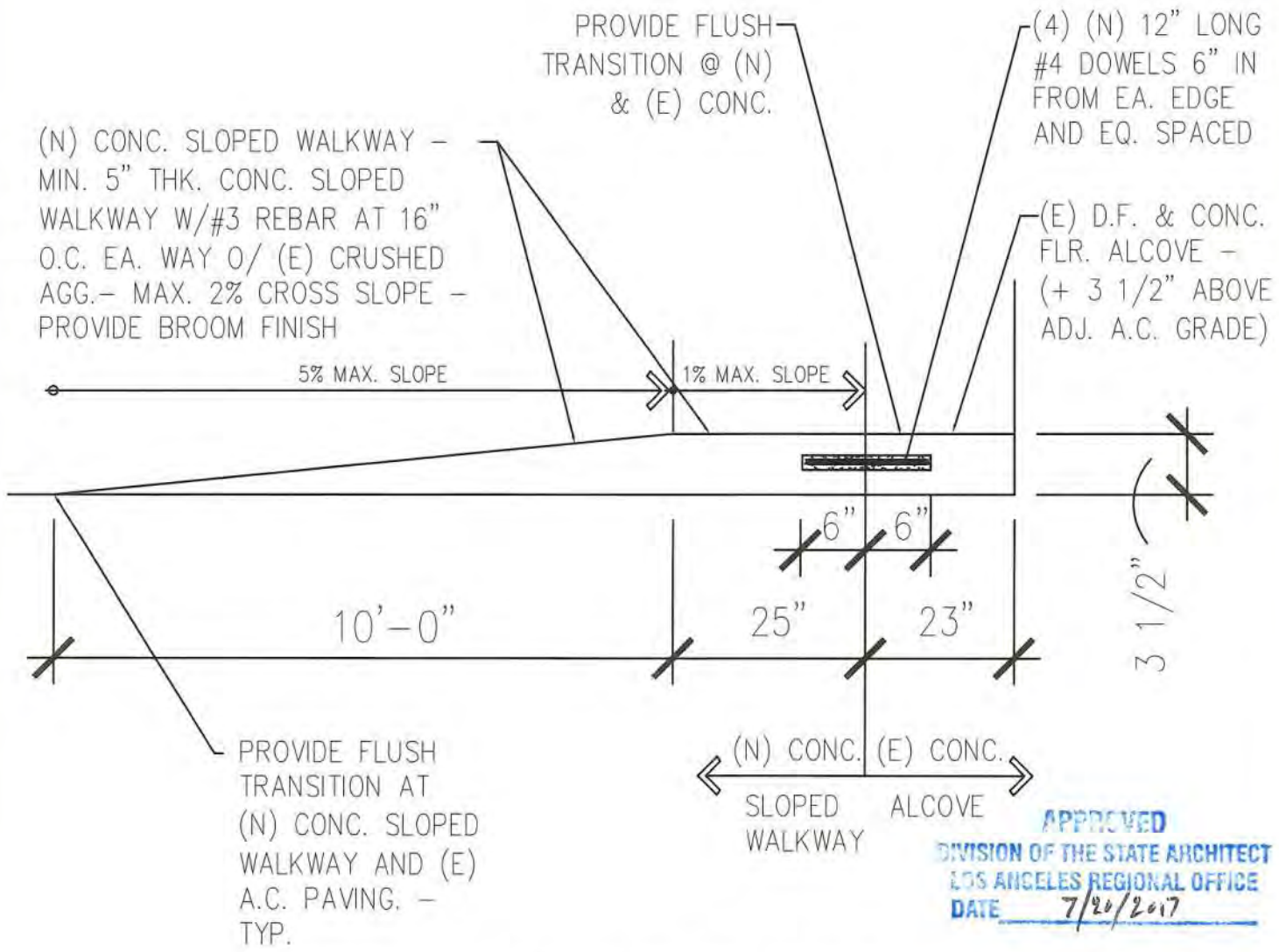
FLEWELLING & MOODY
architects for education
An Employee Owned Corporation
Los Angeles - 323 543 8300 www.flewelling-moody.com Lancaster - 881 948 0771

(N) CONC. SLOPED WALKWAY

P2P+ BUILDING

CURREN SCHOOL
1101 N. F STREET
OXNARD, CA. 93030
OXNARD SCHOOL DISTRICT

Date	7/10/17
Job No.	----
Sheet No.	SK-1



SECTION @ (N) SLOPED CONC. WALKWAY
 NTS

CCD No. 2

FILE No. 56-22.
 DSA APP.: 03-107119



FLEWELLING & MOODY
 architects for education
 An Employee Owned Corporation
 Los Angeles - 323 543 8300 www.flewelling-moody.com Lancaster - 861 949 0771

(N) CONC. SLOPED WALKWAY	
P2P+ BUILDING	
CURREN SCHOOL 1101 N. F STREET OXNARD, CA. 93030 OXNARD SCHOOL DISTRICT	Date 7/10/17
	Job No. -----
	Sheet No. SK-2

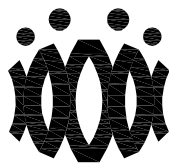


(E) D.F. & CONC.
FLR. ALCOVE -
(+ 3 1/2" ABOVE
ADJ. A.C. GRADE)

(E) DRINKING FOUNTAIN ALCOVE
NTS

CCD No. 2

FILE No. 56-22
DSA APP.: 03-107119



FLEWELLING & MOODY
architects *for* education

An Employee Owned Corporation

Los Angeles - 323 543 8300 www.flewelling-moody.com Lancaster - 661 949 0771

(N) CONC. SLOPED WALKWAY

P2P+ BUILDING

CURREN SCHOOL

1101 N. F STREET
OXNARD, CA. 93030

OXNARD SCHOOL DISTRICT

Date
7/10/17

Job No.

Sheet No.
PHOTO-1

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/23/17

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA **X**

Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
 Support Services
_____ Personnel
_____ Legal
_____ Facilities

SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Disposal of Surplus Personal Property (Freeman/Thomas)

The district owns surplus personal property as shown on the attached list dated August 2017. Items deemed suitable will be tagged for sale at our next surplus sale, and all other items will be disposed of and/or recycled at the appropriate facilities. It is requested that the Board of Trustees declare this property obsolete and approve the sale and/or disposal per California Education Code §17546 which permits the disposal of personal property with a value of less than \$2,500.00.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Curriculum, Instruction, and Accountability, that the Board of Trustees declare the above surplus property obsolete and approve its sale and/or disposal, as permitted by California Education Code §17546.

ADDITIONAL MATERIAL(S):

Attached: Surplus Property for the After School Program – August 2017 (1 Page)



OXNARD SCHOOL DISTRICT

1051 SOUTH A STREET • OXNARD CALIFORNIA 93030 • 805/385-1501

To: Lisa Franz
Purchasing Director

From: Ginger Shea
Manager, Special Programs

Date: August 2017

Subject: Disposal of surplus personal property

The attached list is for Board approval on District surplus of personal property. These items have been identified as no longer usable, damaged or beyond repair. The District will dispose and/or recycle items at the appropriate facilities. The items deemed suitable will be tagged for sale at our next surplus sale.

If you would please forward this request to be in the next available board meeting. We would like to proceed with processing this surplus as soon as possible.

Thank You.

1. Storage Container #C10-606586-5 Tag #006483
2. Storage Container #C11-4328561-1 Not Tagged

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca/Jonathan Koch**

Date of Meeting: **August 23, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X
Agreement Category:
 - _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Personnel Actions (Vaca/Koch)

The attached are recommended Personnel Actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be, in accordance with the salary regulations of the district. Personnel Actions include: new hires, transfers, pay changes, authorizations, layoffs, recall from layoffs, resignations, retirements, and leaves of absence.

FISCAL IMPACT:

N/A

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 MATERIAL:

Attached: Classified Personnel Actions (two pages)
 Certificated Personnel Actions (three pages)

CLASSIFIED PERSONNEL ACTIONS

August 23, 2017

New Hire

Gardner, Stephen	Bus Driver, Position #1453 Transportation 6.0 hrs./183 days	08/14/2017
Humphrey, Jamie	Paraeducator II, Position #2260 Special Education 5.75 hrs./183 days	08/14/2017
Leizerovich, Elise	School Occupational Therapist, Position #7936 Special Education 8.0 hrs./203 days	07/03/2017

Limited Term

Bernal, Lucy	Paraeducator	06/29/2017
Corona, Martha	Clerical	07/24/2017
Crockett, Amanda	Paraeducator	07/25/2017
Gamino, Celeste	Paraeducator	07/31/2017
Gomez, Maribel	Paraeducator	07/07/2017
Palomares Garcia, Jazmin	Paraeducator	08/07/2017
Reyes, Julia	Auditor	07/01/2017
Richard, Nancy McCarroll	Auditor	08/01/2017
Saragosa, Elizabeth	Paraeducator	08/03/2017

Promotion

Limón, Giselle	Paraeducator II, Position #1805 Special Education 5.75 hrs./183 days Paraeducator I (B), Position #7280 Haydock 5.0 hrs./183 days	08/14/2017
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Transfer

Mendoza, Alejandro	Paraeducator I, Position #7331 McAuliffe 5.75 hrs./183 days Paraeducator I, Position #7180 Marina West 4.10 hrs./183 days	08/14/2017
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Add Bilingual Stipend

Valles, Alejandro	Accounting Specialist III, Position #1810 Budget & Finance 8.0 hrs./246 days	08/01/2017
-------------------	---	------------

Reinstatement

Aguirre Cayeros, Carmina	Paraeducator II, Position #7343 Special Education 5.75 hrs./183 days	08/14/2017
--------------------------	---	------------

**Return from Unpaid Leave of
Absence**

García, Maricarmen	Office Assistant II, Position #631 Driffill 8.0 hrs./203 days	08/01/2017
--------------------	--	------------

Unpaid Leave of Absence

Dahm, Amy	School Office Manager, Position #8145 McAuliffe 8.0 hrs./210 days	10/03/2017-10/31/2017
-----------	--	-----------------------

Resignation

Banales, Lizbeth	Paraeducator II, Position #2750 Special Education 5.0 hrs./183 days	08/11/2017
Leon, Sandra	Family Liaison, Position #2433 Sierra Linda 6.0 hrs./180 days	08/01/2017
Resendiz, Monica	Child Nutrition Worker, Position #2160 Harrington 5.0 hrs./185 days	08/15/2017

CERTIFICATED PERSONNEL ACTIONS

Listed below are recommended certificated personnel actions presented for consideration by the Board of Trustees. The salaries for the individuals employed will be determined, in accordance with salary regulations of the District.

New Hires

Alvarez, Lyndsi	Teacher	August 14, 2017
Amstutz, Kristina	Teacher	August 14, 2017
Anderson, Chantel	Principal, Fremont	August 14, 2017
Burke, Traftord	SPED Teacher	August 14, 2017
Casperson, Serey	ELA Teacher, Fremont	August 14, 2017
Dominguez, Diana	Teacher, Kamala	August 14, 2017
Garcia Pintor, Belinda	Teacher, McKinna	August 14, 2017
Hananel, Alberto	Teacher, Soria	August 14, 2017
Handley, Carlen	Science Teacher, Haydock	August 14, 2017
Hayashi, Elizabeth	Psychologist	August 14, 2017
Hormann, Hans	Science Teacher, Chavez	August 14, 2017
Lee, Amanda	Speech Language Pathologist	August 14, 2017
Matibag, Joanne	Music Teacher, Chavez	August 14, 2017
Mello, Kristen	Science Teacher, Haydock	August 14, 2017
Mondragon, Raul	SPED Teacher	August 14, 2017
Monroy, Rosa	Math Teacher, Driffill	August 14, 2017
Moore, Lauren	Science Teacher, Fremont	August 14, 2017
Mullan, Carolyn	Teacher	August 14, 2017
Pelino, Joanna	Psychologist	August 14, 2017
Pera, Jamie	SPED Teacher	August 14, 2017
Peterson, Patricia	Teacher, Ramona	August 14, 2017
Romero, Deanna	Teacher, McKinna	August 14, 2017
Salazar, Danica	SPED Teacher	August 14, 2017
Salazar, Henry	SPED Teacher	August 14, 2017
Salvage, Haleigh	SPED Teacher	August 14, 2017
Sani, Ariana	Speech Language Pathologist	August 14, 2017
Sayer, Patrick	PE Teacher, Haydock	August 14, 2017
Schultz, Cherry	Math Teacher, Fremont	August 14, 2017
Sharp, Kimberly	Teacher, McKinna	August 14, 2017
Story, Maria Kristina	Speech Language Pathologist	August 14, 2017
Thart, Christopher	Science Teacher, Haydock	August 14, 2017
Topp, Courtney	SPED Teacher	August 14, 2017
Vanotten, Jennifer	Speech Language Pathologist	August 14, 2017
Vitela-Elias, Ivon	SPED Teacher	August 14, 2017
Vizents, Jessica	Teacher, McKinna	August 14, 2017

Resignations

Behshid, Sima	TOSA, Sierra Linda	June 16, 2017
Freeman, Mark	Psychologist	June 16, 2017
Kutcher, Erin	Teacher, Curren	June 16, 2017
Shandy, Kimberly	Teacher, Fremont	June 16, 2017

ANNUAL TEACHER ASSIGNMENT REPORT
PURSUANT TO EDUCATION CODE 44258.9 (a)
2017/2018

Pursuant to Education code 44258.9 (a) and SB435, the Board of Trustees each year must authorize/approve those teachers who are teaching outside their credential authorization. An explanation of the education code and list of teachers affected are as follows:

Education Code 44256 (b) allows the holder of a multiple subject or standard elementary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught.

Name

Subject

Michael Hunt

Math / Frank

BOARD AGENDA ITEM

Name of Contributor:

Date of Meeting: August 16, 2017

STUDY SESSION _____

CLOSED SESSION _____

SECTION A: PRELIMINARY _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA X Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

X Facilities

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Adoption of Resolution No. 17-08 - Authorization to Purchase Property

The District has been negotiating the purchase of real property, an approximately 25-acre portion of the Borchard Property, described below and upon the terms and conditions set forth in the Agreement For Purchase And Sale of Real Property And Joint Escrow instructions, Water Service Agreement, and Mitigation Agreement.

Said description of property:

Beginning at the northwesterly corner of said Lot 158, said point being shown on record of survey recorded in Book 56, Page 73 and 74 of Records of Survey in the office of the County Recorder of said County, being the northeasterly terminus of that line shown on said map as N 01° 14' 09" E, 970.51 feet; thence,

1st along the westerly line of said Lot 158, S 01° 14' 09" W, 970.51 feet to the southwesterly corner of said Lot 158; thence,

2nd along the southerly line of said Lot 158, S 88° 47' 08" E, 1121.95 feet; thence,

3rd N 01° 14' 09" E, 970.44 feet to a point on the northerly line of said Lot 158; thence, 4th along said northerly line, N 88° 46' 55" W, 1121.95 feet to the point of beginning.

FISCAL IMPACT: The purchase price of the land is Eight Million, Seven Hundred Fifty Thousand (8,750,000.00) Dollars.

RECOMMENDATION:

Staff recommends that the Board of Education approve the attached resolution stating the District's intent to purchase property and the Agreement For Purchase And Sale of Real Property And Joint Escrow instructions, Water Service Agreement, and Mitigation Agreement as submitted.

ADDITIONAL MATERIAL(S):

Resolution #17-08

Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions

Mitigation Agreement

Water Service Agreement

OXNARD SCHOOL DISTRICT
RESOLUTION #17-08

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT
APPROVING THE TERMS, CONDITIONS AND PURCHASE OF CERTAIN REAL PROPERTY
LOCATED AT THE CORNER OF DORIS AVENUE AND PATTERSON ROAD

WHEREAS, the Oxnard School District (hereinafter, the "District") is a California public elementary school district vested with the powers to acquire and sell real property for the purpose of carrying out its mission and responsibility of educating elementary aged students within its geographical boundaries;

WHEREAS, District staff and Caldwell Flores Winters, the District's professional planning consultant, have made presentations to the Board of Trustees on September 16, 2015, November 18, 2015, and December 16, 2015 regarding projected growth in enrollment and the need to construct new permanent school facilities to accommodate current and projected enrollment;

WHEREAS, the District has studied a number of alternative sites and has determined that the potential school site at the corner of Doris Avenue and Patterson Road (Property) to be suitable and one of the best available sites to relieve overcrowding in grades K through 8 throughout the District and to accommodate new projected growth in enrollment in the District;

WHEREAS, on March 16, 2016 the Board of Trustees directed District staff, consultants and District Counsel to make an offer and move forward with acquiring the Property in conformance with the provisions of Section 7267.2 of the California Government Code;

WHEREAS, to District desires to finalize the acquisition of a 25 acres site located at the corner of Doris Avenue and Patterson Road for a future school site and other public purposes;

WHEREAS, the legal description of the site is as follows:

Beginning at the northwesterly corner of said Lot 158, said point being shown on record of survey recorded in Book 56, Page 73 and 74 of Records of Survey in the office of the County Recorder of said County, being the northeasterly terminus of that line shown on said map as N 01° 14' 09" E, 970.51 feet; thence,

1st along the westerly line of said Lot 158, S 01° 14' 09" W, 970.51 feet to the southwesterly corner of said Lot 158; thence, 2nd along the southerly line of said Lot 158, S 88° 47' 08" E, 1121.95 feet; thence, 3rd N 01° 14' 09" E, 970.44 feet to a point on the northerly line of said Lot 158; thence, 4th along said northerly line, N 88° 46' 55" W, 1121.95 feet to the point of beginning ("the Property"); and

WHEREAS, the Property is owned by the parties identified in Schedule A of the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions ("Seller"); and

WHEREAS, the District and Seller have negotiated a Purchase and Sale Agreement

Mitigation Agreement and Water Service Agreement (collectively "Agreements") which detail the terms and conditions of the sale of Seller's interest in the Property to the District, and which agreements are being presented to the Board herewith;

WHEREAS, on May 11, 2017, the District issued an Initial Study ("IS") for the Project in compliance with the California Environmental Quality Act ("CEQA"), Public Resources Code section 21000 *et seq.*);

WHEREAS, an Environmental Impact Report being prepared by Tetra Tech is currently underway for the Project;

WHEREAS, as required by the California Department of Toxic Substances Control ("DTSC"), a Preliminary Environmental Assessment ("PEA") report and Soil Management Plan ("SMP") has been prepared for the Project by ATC, a qualified environmental assessor;

WHEREAS, the PEA report recommended that a SMP be prepared and that the District accept and enter into a long-term deed restriction, known as a Land Use Covenant ("LUC") for the property which would restrict the property to non-residential uses;

WHEREAS, the SMP details actions to be undertaken whenever soils at the site are disturbed during both planned and unplanned future construction activities and provides guidance regarding how to handle contaminated soil that may be encountered, as well as how to identify, sample, and properly dispose of contaminated soil as required;

WHEREAS, the DTSC issued a letter approving the PEA report on May 4, 2017 and a letter approving the SMP on June 14, 2017;

WHEREAS, the District adopted the PEA report and SMP via resolution on August 2, 2017;

WHEREAS, a draft LUC has been prepared by the DTSC and reviewed by the District as to form and upon acquiring the site, the District may execute and enter into the LUC;

WHEREAS, pursuant to Public Resources Code section 21151.8 and Education Code section 17213, the District has investigated the Project site and determined that the Project site is not the site of a current or former hazardous waste disposal site or solid waste disposal site, a hazardous substance release site identified by the DTSC in a current list adopted pursuant to Section 25356 for removal or remedial action pursuant to Chapter 6.8 of Division 20 of the Health and Safety Code, a site that contains one or more pipelines, situated underground or above ground that carries hazardous substances, extremely hazardous materials, or hazardous wastes, or a site that is within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor as defined in Education Code section 17213(d)(9) and Public Resources Code section 21151.8(c)(9);

WHEREAS, pursuant to Public Resources Code section 21151.8 and Education Code section 17213, the District has given notice to and consulted with the administering agency and governing air quality management district ("Air Quality District") requesting identification of facilities located within one-fourth of a mile of the Project site which might reasonably be anticipated to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste;

WHEREAS, such consultation and investigation have resulted in the conclusion that no facilities have been identified within one-fourth of a mile of the Project site which might reasonably be anticipated to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste;

WHEREAS, pursuant to Education Code section 17212, the District has caused a geological and soil engineering investigation report for the Property to be completed (“Geological Report”);

WHEREAS, on May 17, 2017, the governing board of the District (the “Board”) held a public hearing on the acquisition of the Property pursuant to Education Code section 17211 utilizing the site selection standards set forth in Sections 14001 and 14010 of Title 5 of the California Code of Regulations;

WHEREAS, pursuant to Government Code section 27281, deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes cannot be accepted for recordation without the consent of the political corporation or governmental agency evidenced by its certificate or resolution of acceptance attached to or printed on the deed or grant;

WHEREAS, the Board deems it desirable and in the best interests of the District to acquire the Property; and

NOW, THEREFORE, BE IT RESOLVED, that the Board, having considered the foregoing and such other evidence as has been presented to the Board with regard to this matter, resolves that:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That the Agreements and all exhibits thereto, in the form submitted to this meeting in all material effects, are hereby approved.

Section 3. That the acquisition of the Property meets the site selection standards set forth in Section 17211 of the Education Code and Sections 14010 and 14012 of Title 5 of the California Code of Regulations.

Section 4. That pursuant to Education Code Section 17213.1, the District has properly prepared a Preliminary Environmental Assessment for the Property and has been notified by DTSC that no further action is required with respect to evaluation or remediation of the Property.

Section 5. That pursuant to Public Resources Code section 21151.8 and Education Code section 17213, the District has investigated the Property and determined it is free of toxic contamination by ensuring that a Phase I Preliminary Environmental Assessment is conducted as required by law.

Section 6. That the District has made findings and taken all necessary action required pursuant to the California Environmental Quality Act (“CEQA”) for the

acquisition of the Property.

Section 7. That the District's Superintendent, or his designee, is directed, at the close of escrow for the Property, to accept and consent to the conveying of such applicable Property to the District pursuant to Section 27281 of the Government Code.

Section 8. That this Resolution shall be effective as of the date of its adoption.

BE IT FURTHER RESOLVED, that the Board hereby authorizes the Superintendent of the District or the Superintendent's designee to acquire the Property pursuant to the terms and conditions of the Agreement, and to do all other things necessary and advisable to be done to acquire the Property in accordance with applicable law, including without limitation the negotiation, execution and delivery of such documents that are necessary and advisable in connection with the acquisition of the Property and the closing of the transaction contemplated by the Agreement.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 23rd day of August, 2017 by the following vote on roll call:

AYES: NOES:

ABSENT:

ABSTAIN:

Ernest Morrison
President of the Board of Education

Deborah Cordes
Clerk of the Board of Education

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("Agreement") is entered into as of August 23, 2017 ("Effective Date"), by and between the parties identified in Schedule A (attached hereto) as a "Seller Party" (all of whom are collectively referred to herein as "Seller"), and the OXNARD SCHOOL DISTRICT, a California public school district ("Buyer"), with reference to the Recitals set forth below. This Agreement shall also constitute the joint escrow instructions of Buyer and Seller to Lawyers Title Company ("Escrow Holder"). Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. "Seller" consists of all of the persons, trusts, and entities listed on Schedule A, each of whom is referred to individually in this Agreement as a "Seller Party" and each of whom has an undivided interest in the Property.

B. Seller owns certain real property in Ventura County, California, identified as Assessor Parcel Numbers 183-0-070-060, 070, 090, and 140 (collectively the "Borchard Property") which consists of approximately 116.74 acres of the approximately 174.6 acres of land making up the Teal Club Specific Plan property that is included in the City of Oxnard's 2030 General Plan adopted in 2011.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, an approximately 25 acre portion of the Borchard Property (specifically described in Exhibit "A" attached hereto and made a part hereof) upon the terms and conditions set forth in this Agreement.

D. The Parties desire to enter into this Agreement to document the purchase and sale of the Property (as defined below) between Seller and Buyer pursuant to all of the terms and conditions set forth in this Agreement.

E. Concurrent with the execution of this Agreement, the Parties are entering into a mutually acceptable mitigation agreement (the "Developer Mitigation Agreement") covering certain matters related to this sale and the property and which shall become effective and shall be recorded with the Ventura County Recorder upon Close of Escrow (as defined in this Agreement).

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

AGREEMENT

1. Purchase and Sale of Property. Subject to all of the terms and conditions of this Agreement, Seller shall sell, grant and convey to Buyer, and Buyer shall purchase from Seller, the hereinafter collectively described Property:

1.1 Real Property. That certain land located in the County of Ventura, State of California, and more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof (the "Land"), together with any and all easements, rights-of-way, privileges, rights and appurtenances (excluding crops as set forth in Section 1.5, below) belonging or appurtenant to the Land, and all of Seller's right, title and interest in any and all water (subject to Section 1.6, below), oil, gas or mineral rights pertaining to the Land (collectively, the "Real Property").

1.1.1 Subdivision Map Act. Buyer acknowledges that the Land is not at this time a legal lot.

(a) Buyer shall, at its sole cost and expense, (i) promptly prepare, for Seller's review and approval, all appropriate documents necessary to complete the establishment of a legal lot, and (ii) diligently pursue the approved application to completion. Seller agrees to reasonably cooperate with such application process;

(b) The establishment of a legal lot shall be recorded concurrently with Close of Escrow (as defined below in Section 9.2 of this Agreement) and shall be a non-waivable condition to the Closing (as defined below in Section 9.2 of this Agreement) of this sale; and

(c) Upon completion of the establishment of a legal lot, Exhibit "A" shall be amended to reflect the actual legal description of the Land.

1.2 Personal Property. All of Seller's right, title and interest in and to any tangible personal property, if any, owned by Seller that is currently placed or installed on or about the Real Property and used in connection with the development, use, ownership, operation, management, maintenance and/or repair of the Real Property (collectively, the "Personal Property"); and

1.3 Intangible Property. All of Seller's right, title and interest in and to any third party claims (including claims against previous owners or developers of the Real Property, any contractors, subcontractors, consultants or other suppliers of materials or services with respect to the Real Property), actions or defenses, and will serve letters related to the Real Property (collectively, the "Intangible Property").

1.4 Definition of Property. The Real Property, Personal Property and any Intangible Property are collectively hereinafter referred to as the "Property". Buyer shall not assume any liabilities or obligations, unless noted and accepted in the Preliminary Title Report, relating to the Property unless expressly provided in this Agreement.

1.5 Crop Exclusion. Buyer acknowledges and agrees that any and all crops planted on the Property by or on behalf of the Agriculture Tenant (as defined in Section 6.6) belong to the Agriculture Tenant subject to the terms and conditions of the Agricultural Lease (as defined in Section 6.6).

1.6 Well Water. Buyer acknowledges that there are no wells on the Land. Buyer further acknowledges and agrees that, in exercising its water rights, Buyer shall not have any right to the use of, or service from, the existing well or any future well located on the Borchard

Property (other than a well, or other rights to water, on the Land, if any), and Seller shall have no obligation to provide or otherwise make water available to Buyer or the Property, except as expressly provided in the Water Service Agreement in the form attached hereto as Exhibit "B" which shall be executed and delivered by the Parties as a condition to Close of Escrow.

2. Purchase Price. The purchase price for the Property ("Purchase Price") shall be \$8,750,000.00. The Purchase Price shall be payable as set forth herein and in accordance with the following procedures:

2.1 Deposit.

(a) Amount and Delivery. Not later than three (3) business days following the Opening of Escrow (as defined below in Section 9.1 of this Agreement), Buyer shall deposit in Escrow (as defined below in Section 9.1 of this Agreement), in cash by confirmed wire transfer, the sum of \$100,000.00 (the "Deposit").

(b) Application. The Deposit shall be applied to the Purchase Price upon the Close of Escrow and will become nonrefundable upon expiration of the Due Diligence Period (as defined in Section 4.3), except that the Deposit shall be refundable to Buyer (i) if Buyer terminates this Agreement prior to Close of Escrow as a result of Seller's default as provided in Section 16.2 of this Agreement, or (ii) if Buyer terminates this Agreement prior to Close of Escrow as a result of failure of a condition to Buyer's obligations as provided in Section 5 of this Agreement; provided that the failure of the condition was not caused by Buyer.

(c) Release to Seller. Upon expiration of the Due Diligence Period, unless Buyer has terminated this Agreement in accordance with Section 4.3 of this Agreement, Escrow Holder shall immediately release the Deposit to Seller without the need for further instructions from either Seller or Buyer.

(d) Liquidated Damages. If Close of Escrow fails to occur because of Buyer's breach or default under this Agreement as provided in Section 16.1 of this Agreement, the Deposit shall be paid to or retained by Seller, as the case may be, as liquidated damages.

2.2 Closing Funds. At least one (1) business day prior to the Closing Date (as hereinafter defined) or at such earlier date as Escrow Holder may reasonably require in order to Close this transaction in a timely manner pursuant to this Agreement, Buyer shall deposit into Escrow, in cash by confirmed wire transfer, the additional sum of \$7,250,000.00, (the "Closing Funds") which when combined with the Deposit shall equal \$7,350,000.00.

2.3 Promissory Note. Buyer shall pay to Seller the sum of \$1,400,000.00 pursuant to the terms of a non-interest bearing promissory note in the form attached hereto as Exhibit "C" and incorporated herein by this reference (the "Note"). The entire unpaid principal balance of the Note shall be due and payable on the *earlier of* Buyer's receipt of the State Reimbursement from the State School Facilities Program for the acquisition of the Property or two years from the Close of Escrow.

3. Title.

3.1 Preliminary Title Report. Buyer acknowledges receipt from Seller of the Updated Preliminary Report dated September 2, 2016, issued by Lawyers Title Company ("Title Company") pertaining to the Real Property (the "Preliminary Title Report").

3.2 Survey. Buyer may obtain an ALTA survey for the Property (the "Survey") prepared by an engineer selected by Buyer in its sole discretion; provided that Buyer shall pay for the cost of such Survey.

3.3 Title and Survey Exceptions. On or before expiration of the 30 day Due Diligence Period specified in Section 4.3 of this Agreement, below, Buyer shall notify Seller in writing ("Title Objection Notice") of any title exceptions identified in the Preliminary Title Report and/or Survey that Buyer disapproves in its sole and absolute discretion ("Title Objections"). Subject to Section 3.4 below, any exception shown on the Preliminary Title Report that is not listed as a Title Objection in the Buyer's Title Objection Notice will be deemed approved by Buyer and shall constitute a "Permitted Exception" hereunder. Buyer and Seller hereby agree that all non-delinquent property taxes and assessments as of the Closing shall be deemed a Permitted Exception. Notwithstanding anything to the contrary contained in this Agreement, Buyer hereby disapproves all deeds of trust, delinquent taxes and assessments and other monetary liens affecting the Land (other than liens for non-delinquent property taxes and assessments as described above) and Seller hereby covenants to cause all such disapproved liens to be satisfied at Seller's sole cost and expense (including all prepayment penalties and charges) before or concurrently with the Close of Escrow from sales proceeds or otherwise. If Buyer fails to timely provide a Title Objection Notice, the Buyer shall be deemed to have approved all title exceptions identified in the Preliminary Title Report. Seller shall have a period of ten (10) days following its receipt of the Title Objection Notice within which to notify Buyer in writing ("Title Objection Response") of its agreement to remove, alter, modify or otherwise mitigate to the satisfaction of Buyer and Title Company any Title Objection. In the event that Seller is not willing to remove, alter, modify or otherwise mitigate to the satisfaction of Buyer and Title Company any Title Objection, Buyer shall elect, prior to the expiration of the date that is five (5) days after Buyer's receipt of the Title Objection Response, to either (i) waive its disapproval of such exception, in which case such exception shall then be deemed to be a Permitted Exception, or (ii) terminate its obligation to purchase the Property. In the event Buyer elects to terminate its obligation to purchase the Property in accordance with this Section 3.3, the Deposit shall be immediately refunded to Buyer, less any amounts due to Escrow Holder from Buyer pursuant to this Agreement, Buyer's obligation to purchase, and Seller's obligation to sell, the Property shall terminate, and neither Party shall have any further obligation to the other except as otherwise provided in this Agreement.

3.4 Additional Exceptions. In the event of any supplement to or update of the Preliminary Title Report, or if the Survey discloses additional title exceptions (other than any resulting from Buyer's activities on the Property), Buyer shall have an additional ten (10) day period following Buyer's receipt of such supplement or update to approve or disapprove such item in its sole and absolute discretion. Any disapproval will be subject to the same notice/response provisions and right to a refund of the Deposit as set forth in Section 3.3 above.

4. Due Diligence Investigations.

4.1 Physical Inspections. Subject to compliance with the terms and conditions set forth below, from the Effective Date until the earlier of termination of this Agreement or Closing, Buyer and Buyer's agents, employees, contractors, consultants and representatives (collectively, "Buyer's Agents") shall be entitled to enter onto the Property to perform a complete review of the Property and all matters related to the Property as Buyer determines is necessary in Buyer's sole and absolute discretion and to perform any inspections, investigations, and tests of the Property, including but not limited to, geotechnical soil borings, test pits, physical inspections and other environmental tests of the Property, all at Buyer's sole cost and expense. Buyer acknowledges that any right of Buyer hereunder to access the Property after expiration of Buyer's Due Diligence Period (as defined in Section 4.3, below) does not in any way extend Buyer's Due Diligence Period or modify Buyer's and Seller's rights and obligations under Section 4.3. In connection with Buyer's entry on the Property Buyer shall comply with all of the following:

(a) Prior to each entry, Buyer shall provide Seller and the Agriculture Tenant with advance written notice of Buyer's desire to enter the Property which notice shall include a brief description of the inspection, investigation and/or tests to be conducted and shall specify the person or persons who will be entering the Property to conduct such activity. Buyer shall coordinate the date and time of entry directly with the Agriculture Tenant so as to minimize any disruption of the Agriculture Tenant's farming operations.

(b) In conducting any inspections, investigations, tests, and related activities with respect to the Property, Buyer shall ensure that Buyer and Buyer's Agents shall at all times refrain from disturbing or interfering in any manner with the business operations being conducted on the Property by Seller and/or the Agriculture Tenant.

(c) Buyer shall keep the Property free and clear of all liens arising out of Buyer's and Buyer's Agents activities conducted upon the Property.

(d) Buyer, and each of Buyer's Agents entering the Property, shall carry general liability insurance, written on an occurrence basis, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for property damage, One Million Dollars (\$1,000,000.00) per occurrence for personal injury or death, and One Million Dollars (\$1,000,000.00) aggregate, insuring against injury to persons or property damage arising from or in connection with any action or activities of Buyer or Buyer's Agents with respect to the Property, and naming Seller and the Agricultural Tenant as additional insureds. Without limitation, such insurance shall cover damage to crops arising from Buyer's activities on the Property. Buyer and Buyer's Agents shall also carry workers' compensation insurance as required by California law. Prior to entering the Property, Buyer shall provide Seller with a certificate of insurance that satisfies Seller that such insurance is in place.

(e) Buyer, at Buyer's sole cost, shall repair all damage or injury caused by Buyer or Buyer's Agents in connection with any such inspection or entry and shall return the Property to the condition existing prior to such entry, but excluding any latent defects or hazardous materials discovered by Buyer during its investigation of the Property. Buyer shall defend, indemnify, and hold Seller and the Property harmless from all loss, damage, claims, or liability of

any kind (including without limitation reasonable attorneys' fees and costs of suit) arising from the activities of Buyer and Buyer's Agents on or with respect to the Property and from any and all mechanics', materialmen's, and other liens resulting from such activities. Notwithstanding anything to the contrary provided in this Agreement, Buyer's obligations hereunder shall survive the expiration or termination of this Agreement for any reason.

(f) If this transaction fails to close for any reason, Buyer shall furnish Seller with a copy of all reports, studies, surveys, and related materials procured or assembled by Buyer or Buyer's Agents with respect to the Property.

4.2 Review of Due Diligence Materials. Within five (5) days following the Effective Date, Seller shall, to the extent the same are within Seller's possession or control, deliver to Buyer copies of any and all environmental studies and analyses, as well as any and all Phase I and Phase II environmental reports, soils reports, surveys, and Seller's draft EIR relating to the Property (collectively, the "Due Diligence Materials"). During the period commencing on the Effective Date until the Closing, Buyer and Buyer's Agents shall have the right to review the Due Diligence Materials, and any other materials or matters Buyer in its sole and absolute discretion may elect to obtain and review with respect to the Property. In the event Buyer terminates this Agreement prior to Closing, Buyer shall return all Due Diligence Materials provided by Seller to Buyer.

4.3 Due Diligence Notice. Buyer shall have the absolute right, during the period commencing on the Effective Date and expiring at 5:00 p.m. California time on the date that is thirty (30) days following the Effective Date of this Agreement (the "Due Diligence Period"), to elect to approve or disapprove, in Buyer's sole discretion, the suitability of the Property for Buyer's intended purposes. The Due Diligence Period may only be extended by the mutual written agreement of the Parties. In the event Buyer (for any reason or no reason) disapproves of the Property, Buyer may terminate its obligation to purchase the Property by delivering written notice ("Disapproval Notice") of its disapproval of the Property to Seller at any time prior to the expiration of the Due Diligence Period, in which case the Deposit shall be immediately refunded to Buyer, less any amounts due to Escrow Holder from Buyer pursuant to this Agreement, Buyer's obligation to purchase, and Seller's obligation to sell the Property shall terminate, and neither Party shall have any further obligation to the other except as otherwise provided in this Agreement. In the event that Buyer elects in its sole and absolute discretion to approve all matters relating to the Property, then prior to the expiration of the Due Diligence Period, Buyer shall deliver written notice ("Approval Notice") of its approval of the Property to Seller.

5. Conditions Precedent. The following shall be the conditions precedent to the Parties' obligations to consummate the purchase and sale transaction contemplated herein:

5.1 Conditions to Buyer's Obligations. Buyer's obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for herein, are subject to the satisfaction of each of the following conditions, each of which is for the sole benefit of Buyer and may only be waived by Buyer in writing (subject, however, to the restriction on waiver with respect to Section 5.1.6, below):

5.1.1 Owner's Policy. Title Company shall be irrevocably committed to issue, at the Closing, its standard coverage owner's title insurance policy, and provided Buyer provides the Survey to the Title Company (in a form that meets the Title Company's reasonable requirements), its extended coverage ALTA Owner's Title Insurance Policy (2006 Form) in a form satisfactory to Buyer, with liability equal to the Purchase Price, showing fee title to the Property vested in Buyer, free and clear of any and all tenancies and/or rights of third parties affecting all or any portion of the Property, subject only to the Permitted Exceptions (the "Owner's Policy").

5.1.2 Due Performance. Seller shall not be in material default under this Agreement, and shall have duly performed each and every material covenant, undertaking and agreement to be performed by it prior to the Close of Escrow hereunder.

5.1.3 Seller's Representations and Warranties. Each representation and warranty made in this Agreement by Seller shall be true and correct at the time as of which the same is made and as of the Close of Escrow.

5.1.4 Condemnation. This Agreement shall not have been terminated by Buyer as a result of any condemnation or threatened condemnation of the Property as described in this Agreement.

5.1.5 Consents. Seller has obtained and delivered to Buyer all of the necessary consents required by Section 6.5 below.

5.1.6 Subdivision Map Act. The Land shall consist of one or more separately conveyable legal parcels, complying with the California Subdivision Map Act. Buyer cannot waive this condition.

5.1.7 Seller Deliveries. Seller shall have delivered to Escrow Holder the items described in Section 7 hereof.

5.1.8 No Pending Action. There shall exist no pending or, to the Seller's knowledge, threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against the Seller that would materially and adversely affect the Seller's ability to unconditionally perform its obligations under this Agreement.

5.1.9 Condition of Property. There shall have been no material adverse change in the physical or environmental condition of the Property which was not caused by Buyer or Buyer's Agents. Notwithstanding the foregoing, Buyer acknowledges and agrees that, pursuant to the removal of the Land from being bound by the Agricultural Lease as provided in Sections 5.3.5 and 6.6 of this Agreement, during the period between the Effective Date and Close of Escrow, the Agriculture Tenant intends to harvest its crops, double-disc the Land, remove its equipment, machinery, and other personal property, and take such other actions necessary in connection with vacating the Land.

5.1.10 Amendment to Agricultural Lease. Seller and the Agriculture Tenant shall have either (a) terminated the Agricultural Lease (effective prior to or as of the Close

of Escrow), or (b) entered into an amendment to the Agricultural Lease (effective prior to or as of the Close of Escrow) removing the Land from the premises being leased thereunder.

5.2 Buyer's Waiver of Conditions. Buyer may at any time or times on or before the Close of Escrow, at its sole election, waive any of the conditions precedent to Buyer's obligations under Section 5.1 (other than the condition precedent set forth in Section 5.1.6, above) or otherwise and consummate the sale, but any such waiver shall be effective only if contained in a writing signed by Buyer and delivered to Seller. In the event any of the conditions precedent for the benefit of Buyer that are contained in this Agreement are not fulfilled and satisfied in any material respect, then in addition to any other rights or remedies Buyer may have, Buyer may terminate its obligation to purchase the Property, and (a) the Deposit and all accrued interest thereon shall immediately be returned to Buyer, less any amounts due to Escrow Holder from Buyer pursuant to this Agreement, (b) Buyer's obligation to purchase, and Seller's obligation to sell, the Property shall terminate, and (c) neither Party shall have any further obligation to the other except as otherwise provided in this Agreement.

5.3 Conditions to Seller's Obligations. Seller's obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for herein, are subject to the satisfaction, in Seller's sole and absolute discretion, of each of the following conditions, each of which is for the sole benefit of Seller and may be waived by Seller in writing (subject, however, to the restriction on waiver with respect to Section 5.3.4, below):

5.3.1 Buyer Deliveries. Buyer shall have delivered to Escrow Holder the items required to be delivered by Buyer pursuant to Section 8 hereof.

5.3.2 Due Performance. Buyer shall not be in default under this Agreement and shall have duly performed each and every covenant, undertaking and agreement to be performed by it prior to the Close of Escrow hereunder.

5.3.3 Buyer's Representations and Warranties. Each representation and warranty made in this Agreement by Buyer shall be true and correct at the time as of which the same is made and as of the Close of Escrow.

5.3.4 Subdivision Map Act. The Land shall consist of one or more separately conveyable legal parcels, complying with the California Subdivision Map Act. Seller cannot waive this condition.

5.3.5 Amendment to Agricultural Lease. Seller and the Agriculture Tenant shall have either (a) terminated the Agricultural Lease (effective prior to or as of the Close of Escrow), or (b) entered into an amendment to the Agricultural Lease (effective prior to or as of the Close of Escrow) removing the Land from the premises being leased thereunder.

5.4 Seller's Waiver of Conditions. Seller may at any time or times on or before the Close of Escrow, at its sole election, waive any of the conditions precedent to Seller's obligations under Section 5.3 (other than the condition precedent set forth in Section 5.3.4 above) or otherwise and consummate the sale, but any such waiver shall be effective only if contained in a writing signed by Seller and delivered to Buyer.

6. Additional Covenants and Agreements.

6.1 Operation of the Property Prior to Close of Escrow. During the period between the Effective Date and the earlier of Close of Escrow or termination of this Agreement, Seller covenants and agrees as follows:

6.1.1 Affirmative Covenants. Seller shall (i) pay all taxes and assessments with respect to the Property prior to delinquency, (ii) maintain and operate the Property in its current condition, subject, however, to the rights of Seller and the Agriculture Tenant pursuant to the Agricultural Lease (as defined in Section 6.8), (iii) maintain property and liability insurance related to the Property at the level and with the insurance companies that Seller currently maintains, and (iv) comply with all federal, state, local and other laws, ordinances, rules, regulations and orders affecting or governing the use, occupancy, ownership or maintenance of the Property and promptly furnish Buyer with copies of any and all written notices or communications that it receives from any person, tenants, lenders or governmental or quasi-governmental entities regarding any violation or claim of violation by Seller of any such laws.

6.1.2 Negative Covenants. Seller shall not, except as otherwise specifically permitted or required pursuant to this Agreement, or as otherwise agreed or permitted by Buyer in writing in Buyer's sole and absolute discretion, (i) grant, create or allow the creation of any easement, right-of-way, encumbrance, lien, restriction, right of occupancy or assessment affecting the Property or otherwise cause or permit any other change to the state of title with respect to the Property, (ii) amend, extend or otherwise modify the terms of any existing lease, easement, right-of-way, encumbrance, lien, restriction or assessment that affects the Property; (iii) sell, transfer or otherwise convey or terminate, amend or otherwise modify any Intangible Property, (iv) enter into any further or amend any existing agreements, contracts, leases or rights of occupancy with respect to the Property, (v) default under any contract, agreement, lease or obligation with respect to the Property, (vi) cause or permit any Hazardous Materials (as defined in Section 12.1.8 below) to be stored, released, discharged or generated on the Property, or (vii) cause or permit any material changes to the physical condition of the Property.

6.2 Buyer's Project. Seller shall not amend, modify, terminate or abandon any of the existing entitlements or any related applications or approvals for the Property without Buyer's prior written consent. Buyer may meet with (a) the City of Oxnard, County and any other governmental or quasi-governmental entities or agencies (collectively, the "Governmental Authorities"); and (b) all other consultants, contractors persons or entities with whom Seller engaged or contracted with for the design, development, construction, use or operation of the Property. Subject to the limitations set forth herein, Buyer shall have the exclusive right, at its sole cost and expense, to seek and process all applications, improvement plans, drawings and specifications, site plans, permits (including 401, 404 and 1603 environmental permits), licenses, maps, zoning changes, specific plans, amendments, general plan amendments, entitlements, approvals, agreements, documents and other instruments, and any modifications or changes thereto that Buyer deems necessary or appropriate to obtain approval from any Governmental Authorities for the design, development, construction, use, and operation of Buyer's proposed project on Property (the "Project"), all on terms and conditions that are acceptable to Buyer in its sole and absolute discretion; provided, however, if Buyer desires to perform any such acts (other than the acts set forth in Section 1.1.1 hereof) prior to the Close of Escrow (as defined in Section 9.2),

Buyer shall first obtain Seller's prior written consent, which consent shall not be unreasonably withheld. Buyer shall deliver to Seller copies of all documents, applications, and submissions concurrently with Buyer's delivery of the same to the applicable Governmental Authority. Buyer shall be solely responsible for any and all fees, costs, deposits or other monetary obligations arising as a result of any such submissions. If this Agreement is terminated for any reason prior to Close of Escrow, Buyer shall deliver to Seller, if so requested by Seller, copies of any reports, surveys, plans, environmental studies, and other materials procured by Buyer in connection with its activities hereunder.

6.3 Termination of Leases. Except as provided in Section 6.6 of this Agreement with respect to the existing Agricultural Lease, if any lease, licenses or occupancy rights exist with respect to the Property, Seller hereby covenants at its sole cost and expense to terminate any such leases, licenses or rights so that Seller can deliver exclusive possession of the Property to Buyer at Closing free of any lease, license or occupancy rights.

6.4 Additional Disclosures. Seller shall promptly advise Buyer in writing of any material adverse change in the condition of any of the Property, the occurrence of any event or the discovery of any fact which would render any representation or warranty of Seller to Buyer in this Agreement untrue or materially misleading, and any written notice or other communication from any Governmental Authority or third person alleging that the consent of such third person is or may be required in connection with the transactions contemplated by this Agreement.

6.5 Seller Contracts. Seller shall cause any and all charges, fees, costs or expenses that have accrued under any contracts or agreements relating to the Property to which Seller is a party ("Contracts"), if any, to be paid in full on or prior to the Close of Escrow. Prior to the Close of Escrow, Seller at its sole cost and expense shall obtain and deliver to Buyer unconditional written consents to assignment and reliance in favor of Buyer, for transfer of the Intangible Property, if any, and any Contracts, if any, executed by the necessary party thereto. This Section shall survive the Close of Escrow.

6.6 Agricultural Lease. Buyer acknowledges that, as of the Effective Date, the Land is being farmed by Seller's current tenant, Channel Islands Vegetable Farms, Inc., a California corporation ("CIVF") pursuant to the terms of the Agricultural Lease dated April 13, 2004, as amended by the First Extension of Lease dated April 15, 2009, the Second Extension of Lease dated April 15, 2012, and the Third Extension of Lease dated April 15, 2015, and as further modified by the Assignment, Assumption, and Modification of Lease Agreement dated July 14, 2016 by which the prior tenant, Hiji Bros., Inc., a California corporation, assigned to CIVF all of its rights and interest as Tenant under the lease (collectively the "Agricultural Lease") a copy of which has been provided to Buyer. As used in this Agreement, the "Agriculture Tenant" means CIVF, its successors and assigns. The Agricultural Lease covers all or substantially all of the Borchard Property including the Real Property that is the subject of this Agreement. The current term of the Agricultural Lease expires on July 15, 2018 subject to possible earlier termination in accordance with its terms. Buyer acknowledges and agrees that any and all crops planted on the Property by or on behalf of the Agriculture Tenant belong to the Agriculture Tenant subject to the terms and conditions of the Agricultural Lease. As provided in Section 5.3.5 of this Agreement, as a condition to Closing, Seller shall have either terminated the Agricultural Lease or amended the Agricultural Lease to remove the Land from being covered by the Agricultural Lease.

6.7 Application for State Reimbursement. Buyer acknowledges that Buyer is acquiring the Property as a proposed school site for grades kindergarten through 8th grade. Buyer covenants and agrees to use its best efforts to seek and obtain reimbursement from the State School Facilities Program (the “State Reimbursement”) with respect to the site acquisition pursuant to this Agreement. If Buyer has not already done so, Buyer shall promptly submit the appropriate application for the State Reimbursement and shall diligently pursue such application to completion.

6.8 Donee Acknowledgement. Buyer acknowledges that each Selling Party intends to complete and file Form 8283 with the Internal Revenue Service for purposes of reporting his, her or its proportionate share of the charitable contribution Seller intends to claim pursuant to Sections 170 and 1101(b) of the Internal Revenue Code and Treasury regulation Section 1.170A-4. At least three (3) days prior to the Closing Date, Seller shall deliver to Buyer a completed Form 8283 for each Seller Party. Except for the information specific to each respective Seller Party, each Form 8283 shall be completed as set forth on the Form 8283 attached hereto as Exhibit “D”. Buyer shall execute the Donee Acknowledgement on each Form 8283 and deliver the executed originals to Escrow Holder as provided in Section 8, below.

7. Seller’s Closing Deliveries. Not less than one (1) business day prior to the Closing Date, or at such earlier time as Escrow Holder may reasonably require in order to Close this transaction in a timely manner pursuant to this Agreement, Seller shall deliver or cause to be delivered to Escrow Holder the following items:

7.1 One (1) fully-executed and acknowledged grant deed conveying the Real Property in the form attached hereto as Exhibit “E” (“Grant Deed”);

7.2 A Certificate of Non-Foreign Status duly executed by Seller certifying that Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, together with the equivalent California form (Form 593-C) confirming that Seller is not subject to withholding of any portion of the Purchase Price by Buyer pursuant to the California Revenue & Taxation Code (collectively, the “Non-Foreign Affidavits”);

7.3 One (1) fully executed original of a bill of sale and assignment agreement (the “Assignment”) conveying to Buyer the Personal Property, if any, and Intangible Property, if any, in the form attached hereto as Exhibit “F”;

7.4 A certificate of compliance and/or such other documents and instruments necessary to complete and record the establishment of a legal lot in accordance with the Subdivision Map Act and with this Agreement;

7.5 A duly executed counterpart of the Developer Mitigation Agreement;

7.6 A duly executed counterpart of the Water Service Agreement;

7.7 Written confirmation from Seller that the Agricultural Lease has either been terminated or amended as provided in Section 5.3.5 and 6.6 of this Agreement; and

7.8 Any other document, instrument or agreement necessary to consummate the transactions contemplated herein reasonably requested by Buyer or Escrow Holder.

8. Buyer's Closing Deliveries. Not less than one (1) business day prior to the Closing Date, or at such earlier time as Escrow Holder may reasonably require in order to Close this transaction in a timely manner pursuant to this Agreement, Buyer shall deliver to Escrow Holder the following items:

8.1 The Closing Funds;

8.2 The duly executed Note;

8.3 A duly executed Preliminary Change of Ownership Report for filing in connection with recording the Grant Deed;

8.4 One (1) fully executed original of a bill of sale and assignment agreement (the "Assignment") conveying to Buyer the Personal Property, if any, and Intangible Property, if any, in the form attached hereto as Exhibit "F";

8.5 A duly executed counterpart of the Developer Mitigation Agreement;

8.6 A duly executed counterpart of the Water Service Agreement;

8.7 An Internal Revenue Service Form 8283 received by Buyer from Seller for each Seller Party as provided in Section 6.8, above, with the Donee Acknowledgment duly executed by Buyer; and

8.8 Any other documents, instruments or agreements necessary to consummate the transactions contemplated herein reasonably requested by Seller or Escrow Holder.

9. Escrow and Closing.

9.1 Escrow Instructions. Within five (5) days following the Effective Date of this Agreement, the parties shall open an escrow (the "Escrow") with **Lawyers Title Company** in Oxnard, California (the "Escrow Holder") by delivering a duly executed copy of this Agreement to Escrow Holder. Escrow shall be deemed open on the date that a fully executed copy of this Agreement is delivered to Escrow Holder ("Opening of Escrow"), and such Agreement shall constitute Escrow Holder's escrow instructions. Any standard form escrow instructions submitted by Escrow Holder or any other clarification or addition to the instructions contained herein shall, when executed by Buyer and Seller, constitute additional escrow instructions. In the event of any conflict between such additional instructions and this Agreement, the terms of this Agreement shall prevail.

9.2 Closing. "Close of Escrow" or "Closing" means the date on which the Grant Deed conveying title to the Property to Buyer is recorded. Close of Escrow shall occur at a date and time mutually agreed upon by the parties (the "Closing Date") but no later than November 1, 2017. The Parties may, by mutual written agreement, extend the Closing Date beyond

November 1, 2017, but nothing herein shall obligate either party to agree to so extend the Closing Date.

9.3 Close of Escrow. Provided that Escrow Holder shall not have received written notice in a timely manner from Buyer or Seller of the failure of any condition to the Close of Escrow or of the termination of the Escrow, and if and when Buyer and Seller have deposited into Escrow the funds and documents required by this Agreement, and Title Company is irrevocably committed to issue the Owner's Policy concurrently with the Close of Escrow, Escrow Holder shall:

9.3.1 Record Documents. Cause the Grant Deed, the Water Service Agreement and the Developer Mitigation Agreement to be recorded in the Official Records of the County in which the Property is located.

9.3.2 Deliver to Buyer. Immediately upon the recording of the Grant Deed and Memorandums, deliver to Buyer: (i) conformed copies of the Grant Deed and Memorandums; (ii) the Non-Foreign Affidavits; (iii) fully-executed original of the Assignment; (iv) any funds deposited by Buyer, and any interest earned thereon, in excess of the amount required to be paid by Buyer hereunder; (v) Seller's duly executed counterparts of the Water Service Agreement, and (vi) the Owner's Policy issued by Title Company.

9.3.3 Deliver to Seller. Immediately upon the recording of the Grant Deed and Memorandums, deliver to Seller (i) the Closing Funds, after satisfying the closing costs, prorations and adjustments to be paid by Seller pursuant to this Agreement; (ii) the original Note duly executed by Buyer; (iii) Form 8283 for each Seller Party with Buyer's original signature on the Donee Acknowledgement of each such Form; (iv) conformed copies of the Grant Deed and Water Service Agreement, and (v) Buyer's duly executed counterpart of the Water Service Agreement.

9.4 Real Estate Reporting Person. Escrow Holder is hereby instructed to comply with all applicable Federal, state and local reporting and withholding requirements relating to the close of this transaction. Escrow Holder is hereby designated the "real estate reporting person" for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Holder shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Holder shall, in addition to complying with any applicable state and local requirements, file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation.

10. Closing Costs and Prorations.

10.1 Closing Costs. Buyer shall pay (i) one-half (1/2) of Escrow Holder's escrow fee; and (ii) any charges for extended title coverage and any additional title endorsements requested by Buyer (other than those payable by Seller as provided in this Section 10 below). Seller shall pay (i) one-half (1/2) of Escrow Holder's escrow fee; (ii) all of the city, county and/or other documentary transfer stamps, taxes and/or fees; (iii) Title Company's charges for the Owner's Policy; and (iv) the cost of recording the Grant Deed. Seller shall pay for all of Title

Company's charges for endorsements to the Owner's Policy required to cure Title Objections that Seller has agreed to cure pursuant to Section 3 hereof. All other closing costs and charges shall be paid by the Parties in accordance with the customary practice in the County. The foregoing provisions of this Section notwithstanding, should the obligations of Buyer to purchase, and Seller to sell, the Property be terminated in accordance with this Agreement, Buyer and Seller shall each pay one-half (1/2) of the cost of the escrow cancellation fees and other amounts due Escrow Holder and the Title Company; provided, however, that should this Escrow be terminated as a result of the default by one of the Parties hereto, the defaulting Party shall pay the entire amount of the cancellation fees and other amounts due Escrow Holder and the Title Company, and the non-defaulting Party shall have no liability therefor. Buyer and Seller shall each pay their own attorneys' fees in connection with the preparation and negotiation of this Agreement and in connection with the consummation of the transactions contemplated hereby.

10.2 Prorations. All non-delinquent taxes and assessments applicable to the Property, including, without limitation, all property taxes and assessments shall be prorated as of the Close of Escrow on the basis of the actual number of days of the month that have elapsed as of the Close of Escrow and based upon a three hundred sixty-five (365) day year. With respect to prorations related to real property taxes and assessments, the basis for said proration shall be the amount shown for real property taxes and assessments in the most recent installment for the fiscal year in which the Close of Escrow occurs. If no installment for the fiscal year in which Close of Escrow occurs is available, Buyer and Seller shall reasonably estimate such installment which shall be used to prorate taxes and assessments. No adjustment shall be made for any change in the real property taxes and assessments occurring by virtue of the sale of the Property to Buyer. Buyer shall be solely responsible for any property taxes incurred on the Property for the period after the Close of Escrow, including any reassessment of the Property related to Buyer's purchase of the Property set forth herein. All lease revenues applicable to the Property shall be prorated as of the Close of Escrow on the basis of the actual number of days of the month that have elapsed as of the Close of Escrow and based upon a three hundred sixty-five (365) day year. The amount of such prorations shall be subject to adjustment in cash after the Close of Escrow outside of Escrow as and when complete and accurate information becomes available, if such information is not available on the Closing Date. Seller and Buyer agree to cooperate and use their best efforts to make such adjustments prior to ninety (90) days after the Close of Escrow.

11. Representations and Warranties.

11.1 Representations and Warranties of Seller. Each Seller Party hereby makes the following representations and warranties to Buyer (which Buyer is relying upon), which representations are true in all respects as of the date hereof and as of the Closing. Each Seller Party shall notify Buyer in writing immediately if such Seller Party becomes aware that any representation or warranty made by such Seller Party has become untrue or misleading in light of information obtained by such Seller Party after the Effective Date. Buyer acknowledges and agrees that because Seller is made up of several persons, trusts and entities, each of the representations and warranties of Seller set forth below is made separately by each Seller Party with respect to such Seller Party and its interest in the Property as defined in the Preliminary Title Report, and no Seller Party shall be responsible for any other Seller Party's representations and warranties (or breach thereof). As used herein, "Seller's knowledge" means the actual knowledge (and not the imputed, implied or constructive knowledge) of the Seller Party, without any

independent investigation having been made. Each Seller Party represents and warrants that such Seller Party has not conducted any independent investigation with respect to each such representation in which the term “Seller’s knowledge” is used. As used herein, the phrase “has not conducted any independent investigation” means that the Seller Party has not independently attempted to verify the facts of the matter represented by testing, inspection, inquiry, or investigation into the matter.

11.1.1 Due Authorization. This Agreement has been duly and validly authorized, executed and delivered by Seller and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement by Seller. This Agreement is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms (except to the extent such enforcement may be limited by applicable bankruptcy, insolvency or other principles relating to creditors' rights).

11.1.2 Title. Seller is the sole owner of the entire right, fee title and interest in and to the Property with full right to convey the same. Without limiting the foregoing, there is no enforceable option or right of first refusal in effect with respect to the Property. Except as provided in this Agreement, there are no obligations in connection with the Property that will be binding upon Buyer or affect the Property after the Close of Escrow and to Seller’s knowledge there are no assessments or bonds assessed or proposed to be assessed, against the Property, except matters that are set forth in the Preliminary Title Report. To Seller’s knowledge, there are no conflicts in boundary lines, encroachments or easements not disclosed by public records or litigation involving the Property which have not previously been disclosed by Seller to Buyer.

11.1.3 Eminent Domain. There are no existing, proposed, threatened or, to Seller’s knowledge, contemplated eminent domain proceedings by any other entity other than the Buyer that would affect the Property in any way whatsoever.

11.1.4 Litigation. There is no adverse claim, litigation or administrative proceeding or investigation pending or, to the Seller’s knowledge, threatened, that does or will affect the Property.

11.1.5 Violations of Law. No notices of any violation of governmental regulations, ordinances or laws relating to the Property have been received by Seller or, to Seller’s knowledge, entered against Seller, and to Seller’s knowledge no such violations exist.

11.1.6 Violation of Agreements. The execution and performance of this Agreement by Seller shall not violate any contract, agreement or instrument to which Seller is a party or, to which the Property is bound. Neither this Agreement nor anything provided to be done hereunder, including, but not limited to, the transfer, assignment and sale of the Property, violates or shall violate any contract, agreement or instrument to which Seller is a party or to which the Property is bound.

11.1.7 Defaults. Seller is not in default under, nor has Seller received, any oral or written notice that any event has occurred which with the giving of notice or the passage of time, or both, would constitute a default under, any agreement, obligation, liability, covenant,

condition, restriction, easement, encumbrance or any entitlement or governmental approval or requirement pertaining to the Property.

11.1.8 Hazardous Materials. To Seller's knowledge, the Property, including subsurface soil and ground water, does not now contain nor, in the past has contained any Hazardous Materials in violation of applicable law. Seller has not received any oral or written notice from any person or from a governmental authority with jurisdiction over the Property that the Property is in violation of any Environmental Law, and, to Seller's knowledge, (a) the Property is not in violation of any Environmental Law, (b) does not contain any underground treatment or storage tanks or water, gas or oil wells or any other underground improvements related to Hazardous Materials, and (c) is not on any "Superfund" list under any applicable Environmental Law or subject to any lien relating to any Environmental Law. For purposes hereof, (i) "Environmental Law" means any Federal, state, local or administrative agency law, rule, regulation, ordinance or order relating to Hazardous Materials (as defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et. seq.) and the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 6901 et. seq.); and (ii) "Hazardous Material" means any substance, chemical, waste or other material listed as "hazardous" or "toxic" under any Environmental Law, including, without limitation, petroleum and petroleum byproducts.

11.1.9 Bankruptcy. No attachments or execution proceedings and no assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or, to Seller's knowledge, threatened against Seller or concerning all or part of the Property, nor are any of such proceedings contemplated by Seller, nor has Seller ever been a debtor under any case commenced under the United States Bankruptcy Code. Seller has not been insolvent for the last one hundred twenty (120) days preceding the Effective Date.

11.1.10 Other Property Matters. Except with respect to the Agricultural Lease referred to in this Agreement, and except as disclosed in the Preliminary Title Report, there are (i) no agreements, written or oral, under which Seller is or could become obligated to sell, convey, transfer or lease the Property, or any portion thereof or any right, title or interest therein, to a third party, (ii) no liens, easements, encumbrances, prescriptive rights, contracts or other agreements for services, supplies or materials which may affect title to or use of the Property after the Closing; (iii) to Seller's knowledge, no adverse or other parties in possession of all or any portion of the Property and no party other than Seller and Buyer has any right thereto or to the use of the Property; (iv) to Seller's knowledge, no encroachments of improvements from the Property onto the property of others or by others onto the Property; and (v) to Seller's knowledge, no moratoriums, initiatives or legislation affecting the Property (and Seller has not received any oral or written notice of any being contemplated).

11.1.11 No Bonds. Seller has not posted any bonds or other collateral with any governmental authorities to secure performance of any obligations with respect to the development of the Property.

11.1.12 Due Diligence Materials. The Due Diligence Materials delivered by Seller to Buyer pursuant to Section 4.2 of this Agreement are, to Seller's knowledge,

complete and true and correct copies of such documents or original counterparts thereof and, to Seller's knowledge, there is no material inaccuracy in or material misrepresentation of the matters contained therein.

11.1.13 Agreements Affecting the Real Property. To Seller's knowledge, except as shown in the Preliminary Title Report, there are no commitments to or agreements with any federal, state or local governmental agencies, public utilities, predecessor owners, adjacent landowners or other parties affecting the Real Property, which would impose any improvement, financial or other, obligations on Buyer.

11.1.14 Consultant Agreements. All amounts payable by Seller pursuant to any contract or agreement affecting the Property have been and will continue to be paid on a current basis. Buyer will have no obligation or liability with respect to any such contracts or agreements following the Close of Escrow unless and except to the extent that Buyer specifically elects to assume the same.

11.1.15 Offsite Improvements. To Seller's knowledge, and except as set forth in the Due Diligence Materials, there are no requirements imposed against the Property imposing any obligations on the owner thereof to construct any offsite improvements as a condition to the development of the Property or otherwise.

11.1.16 Foreign Person. Seller warrants that no individual or entity which, under the terms of this Agreement, will transfer United States Real Property Interests, as defined in Section 897(c) of the Internal Revenue Code, is a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code. Seller agrees to execute and deliver through escrow, prior to the Close of Escrow, any affidavit required by Buyer verifying the warranty specified in this paragraph.

11.1.17 No CFD. Except as set forth in the Preliminary Title Report, to Seller's actual knowledge there are no community facilities districts, landscape maintenance districts or similar special assessment districts pending with respect to the Property.

11.1.18 Anti-Money Laundering. To Seller's knowledge, Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders").

11.1.19 Prohibited Transactions. Seller (a) is not listed on the "Specially Designated Nationals and Blocked Persons List" maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"); (b) is not a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (c) is not or has not engaged in any dealings or transactions with any Forbidden Entity. A "Forbidden Entity" is defined as (i) the governments of Cuba, Iran, North Korea, Myanmar, Syria and Sudan (each, a "Prohibited

Country”) and any of their agencies, including, but not limited to, political units and subdivisions (each, a “Prohibited Government”); and (ii) any company that (A) is wholly or partially managed or controlled by a Prohibited Government, (B) is established, organized under, or whose principal place of business is in any Prohibited Country, or (C) has failed to submit an affidavit following request therefore averring that it does not own or control any property or asset in and has not and does not transact business with any Prohibited Country. For purposes of this Section, a “company” is any entity whether publicly traded or privately owned capable of affecting commerce, including, but not limited to, a government, government agency, natural person, legal person, sole proprietorship, partnership, firm, corporation, subsidiary, affiliate, franchisor, franchisee, joint venture, trade association, financial institution, utility, public franchise, provider of financial services, trust, or enterprise and any association thereof.

11.2 Representations and Warranties of Buyer. Buyer hereby makes the representations and warranties set forth in this section (which Seller is relying upon) for the benefit of Seller and their respective successors and assigns. Buyer shall notify Seller in writing immediately if Buyer becomes aware that any representation or warranty has become untrue or misleading in light of information obtained by Buyer after the Effective Date.

11.2.1 Authority. Buyer is a California public school district. The execution, delivery and performance of this Agreement by Buyer have been duly authorized by the requisite action on the part of Buyer, and no other authorization or consent is required therefor. No approvals, authorizations or consents of any public body or any other person or entity (except for those already obtained) are necessary in connection with this Agreement or the transaction contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Buyer, and is enforceable in accordance with its terms against Buyer, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting rights of contracting parties generally.

11.2.2 No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer do not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a part or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed or released at the Close of Escrow.

11.2.3 Litigation. There are no claims, actions, suits or proceeding continuing, pending or to Buyer’s actual knowledge, threatened, which would materially adversely affect Buyer or this transaction.

11.2.4 Tax Exemption. Buyer has been accorded, and as of the Closing shall hold, tax exempt status by the Internal revenue Service as a charitable and educational organization within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”), and is a qualified organization under Section 170(c) of the Code.

11.2.5 Subdivision Map Act. Buyer's acquisition of the Property pursuant to this Agreement shall not violate the California Subdivision Map Act or any applicable local law, regulation or ordinance.

12. Buyer's Reliance on its Due diligence.

12.1 Buyer's Due Diligence. As of the Close of Escrow, Buyer shall have undertaken all such inspections and examinations in connection with the Property as Buyer deems necessary or appropriate under the circumstances, including, without limitation, the physical and environmental condition of the Property (including without limitation the impact, if any, of current and previous farming activities conducted on the Property), the zoning of the Property, the Property's compliance with applicable laws, the condition of any improvements on the Property, and the availability or lack thereof of entitlements for the development and use of the Property. Based upon the same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice of its agents, consultants, contractors, vendors and representatives in deciding whether to purchase the Property pursuant to this Agreement.

12.2 AS-IS, WITH ALL FAULTS. Except for the express covenants, representations, and warranties provided by Seller in this Agreement, Buyer does hereby acknowledge and agree that Buyer is purchasing the Property in an "**AS-IS, WHERE IS, WITH ALL FAULTS**" condition as of the Closing. Buyer further acknowledges and agrees that, except for the representations and warranties expressly provided by Seller in this Agreement, (a) no other representations or warranties either express or implied, including, but not limited to, any implied warranties of fitness or suitability for a particular purpose are being made by Seller or any Selling Party with respect to the Land or Property, and all such implied warranties are hereby expressly disclaimed by Seller and waived by Buyer to the fullest extent permitted by law; and (b) neither Seller nor any Selling Party, nor any trustee, representative, member, agent, employee, property manager, broker, principal, partner, affiliate or consultant of Seller or any Selling Party is making or has made any other representations or warranties with respect to the Land or the Property, including without limitation any representation or warranty regarding the physical condition, environmental condition, topography, seismic condition, water rights, utilities, zoning, soil, subsidence, square footage, development prospects, use, access, drainage, or compliance with any applicable laws, regulations, or ordinances, and all such representations and warranties are hereby disclaimed by Seller and each Selling Party to the fullest extent permitted by applicable law.

13. Further Assurances. Seller will, whenever and as often as it shall be requested by Buyer, and Buyer will, whenever and as often as it shall be requested by Seller, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurance, approvals, consents, and any and all such further instruments and documents as may be reasonably necessary, expedient or proper in order to complete any and all conveyances, transfers, sales and assignments herein provided, and to do any and all other acts and to execute, acknowledge and deliver any and all documents as so reasonably requested in order to carry out the intent and purpose of this Agreement, including, without limitation, execution of any easement agreements with adjacent real property owners reasonably necessary for the development of the Property.

14. Earthquake or Other Casualty During Escrow. If there is material damage to the Property or if the Property is destroyed or materially damaged by earthquake, flood, landslide, or other casualty prior to the Closing Date, then Buyer shall have the right, by written notice delivered to Seller and Escrow Holder within ten (10) business days after Buyer receives written notice of such damage or destruction, to terminate this Agreement and cancel Escrow. Otherwise, if Buyer does not so elect to terminate this Agreement and cancel Escrow by written notice delivered to Seller and Escrow Holder within such ten (10) business day period, then this Agreement shall remain in full force and effect, and all insurance proceeds payable to Seller with respect to such damage or destruction, if any, shall be assigned and delivered by Seller to Buyer at the Close of Escrow hereunder. If this Agreement and the Escrow are terminated by Buyer by written notice delivered to Seller and Escrow Holder during such ten (10) business day period as provided above, then, notwithstanding the provisions of Section 10 above, Buyer shall pay all Escrow cancellation charges, and the Deposit and any other funds deposited by Buyer into Escrow or released to Seller, together with all interest earned thereon in Escrow, less cancellation charges, shall be returned to Buyer.

15. Condemnation. If before the Close of Escrow, all or any portion of the Property is subject to an actual or threatened taking by a governmental or quasi-governmental entity or public authority (except Buyer), by the power of eminent domain or otherwise, Buyer shall have the right, exercisable by giving written notice to Seller within fifteen (15) days after Buyer's receipt of written notice from Seller of such taking to either (a) to terminate its obligation to purchase the Property, in which case the Deposit shall be immediately refunded to Buyer, less any amounts due to Escrow Holder from Buyer pursuant to this Agreement, Buyer's obligation to purchase, and Seller's obligation to sell, the Property shall terminate, and neither Party shall have any further obligation to the other except as otherwise provided in this Agreement, or (b) to accept the applicable portion of the Property in its then existing condition, in which case, all condemnation awards shall be paid or assigned to Buyer. If Buyer elects to proceed under clause (b) above, Seller shall not compromise, settle or adjust any claims to such condemnation award without Buyer's prior written consent.

16. Default and Remedies.

16.1 Buyer Default; Liquidated Damages. BUYER AND SELLER AGREE THAT IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED AS A RESULT OF A DEFAULT OR BREACH HEREUNDER BY BUYER (a "Buyer Default"), THEN SELLER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH DEFAULT SHALL BE TO TERMINATE THIS AGREEMENT AND RECEIVE, IN ADDITION TO DELIVERY OF THE DUE DILIGENCE MATERIALS, "LIQUIDATED DAMAGES" EQUAL TO THE DEPOSIT (as defined in Section 2.1 of this Agreement). IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT SUCH AMOUNT IS A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER RESULTING FROM SUCH BREACH OR DEFAULT BY BUYER, SUCH DAMAGES INCLUDING COSTS OF NEGOTIATING AND DRAFTING OF THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN, AND CARRYING COST ASSOCIATED WITH, KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HERewith. ACCORDINGLY, AS SELLER'S SOLE AND EXCLUSIVE REMEDY, WHETHER AT LAW OR IN EQUITY,

BUYER AND SELLER AGREE THAT THE DEPOSIT SHALL BE THE SOLE DAMAGES OF SELLER IN THE EVENT THAT THIS SALE IS NOT CONSUMMATED AS A RESULT OF ANY BREACH OR DEFAULT BY BUYER HEREUNDER.

SELLER'S INITIALS
(See Seller's Addendum attached)

BUYER'S INITIALS

16.2 Seller Default. IF CLOSE OF ESCROW SHALL FAIL TO OCCUR BECAUSE OF SELLER'S DEFAULT UNDER THIS AGREEMENT, BUYER SHALL BE ENTITLED, AS BUYER'S SOLE AND EXCLUSIVE REMEDY AND IN LIEU OF ALL OTHER REMEDIES THAT MAY EXIST AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, AN ACTION FOR DAMAGES), TO EITHER: (i) TERMINATE THIS AGREEMENT, IN WHICH EVENT THE DEPOSIT SHALL BE RETURNED TO BUYER, OR (ii) SEEK SPECIFIC PERFORMANCE TO COMPEL SELLER TO CONVEY THE PROPERTY TO BUYER.

16.3 Notice and Cure. Notwithstanding anything contained in this Agreement to the contrary, if a Party is in breach under this Agreement ("Defaulting Party") the other Party shall have no right to terminate this Agreement or pursue any other remedy for such default unless such default remains uncured by 5:00 p.m. California time on the date that is three (3) business days after the Defaulting Party's receipt of written notice of such breach or default from such other Party.

17. Miscellaneous Provisions.

17.1 No Waiver. The waiver by one Party of the performance of any covenant, condition or promise shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise hereunder. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

17.2 Construction. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context indicates. This Agreement shall be construed as a whole and in accordance with its fair meaning, the captions being for convenience only and not intended to fully describe or define the provisions in the portions of the Agreement to which they pertain. Each Party hereto, and counsel for each Party hereto, has reviewed and revised this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation or construction of this Agreement. This document shall, in all respects, be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within the State of California. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail but the provision of this

document that is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

17.3 Merger/Integration. The Parties intend this paragraph to be a conclusive recital of fact pursuant to Section 622 of the California Evidence Code. This Agreement and the Exhibits attached hereto supersede any prior agreement, oral or written, and contain the entire agreement between the Parties on the subject matter hereof. This Agreement (including the Exhibits attached hereto) is intended to be a final expression of the agreement of the Parties and is an integrated agreement within the meaning of Section 1856 of the California Code of Civil Procedure. No subsequent agreement, representation or promise made by either Party hereto, or by or to any employee, officer, agent or representative of either Party shall be of any effect unless it is in writing and executed by the Party to be bound thereby. There are no contemporaneous separate written or oral agreements between the Parties in any way related to the subject matter of this Agreement.

17.4 Amendments. This Agreement shall not be amended or modified except in writing signed by all of the parties hereto.

17.5 Counterparts. This Agreement may be executed in any number of counterparts and by facsimile or electronic mail. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement. The parties may also deliver executed copies of this Agreement to each other by facsimile or electronic mail, which facsimile or electronic mail signatures shall be binding. Any facsimile or electronic mail delivery of signatures shall be followed by the delivery of executed originals.

17.6 Survival. All covenants, agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement, Close of Escrow, recording of the Grant Deed conveying the Property to Buyer, and all deliveries contemplated herein.

17.7 Computation of Periods. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and State or National holidays, unless the period of time specifies "business days", in which case such period of time shall exclude Saturdays, Sundays and State and National holidays; provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or State or National holiday, such act or notice may be timely performed or given on the next succeeding day that is not a Saturday, Sunday or State or National holiday. For purposes of this Agreement, the phrase "State and National holiday" shall refer to any day in which the Escrow Holder, Title Company and/or the Office of the County Recorder for the County of Ventura is/are closed for business.

17.8 Exclusive Agreement. This Agreement is an exclusive arrangement between the Parties and, after execution, neither Seller nor its agents, affiliates, or employees shall negotiate or otherwise deal in the sale of the Property with anyone other than Buyer until this Agreement is terminated in accordance with its terms.

17.9 INDEPENDENT COUNSEL. EACH PARTY TO THIS AGREEMENT ADMITS, ACKNOWLEDGES AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH AND BE REPRESENTED BY INDEPENDENT

COUNSEL OF SUCH PARTIES' CHOICE IN CONNECTION WITH THE NEGOTIATION, EXECUTION AND AMENDMENT OF THIS AGREEMENT. EACH PARTY FURTHER ADMITS, ACKNOWLEDGES AND REPRESENTS THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR STATEMENT MADE BY ANY OF THE ATTORNEYS AND REPRESENTATIVES OF THE OTHER PARTY WITH REGARD TO THE SUBJECT MATTER, BASIS, OR EFFECT OF THIS AGREEMENT.

17.10 Successors. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Seller and Buyer.

17.11 No Obligation to Third Parties. Except as expressly set forth in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the Parties hereto, to any person or entity other than each other.

17.12 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree to submit the dispute to mediation prior to commencing litigation. The Parties will attempt in good faith to agree on a neutral mediator to resolve the dispute. If the Parties cannot agree on a mediator within twenty (20) days after mediation has been demanded, the Parties agree to submit a joint request to the Presiding Judge of the Superior Court of Ventura County, to appoint either a retired Ventura County judge or a Ventura County based mediation service to hear this dispute and to work with the Parties. The Parties agree that, upon initiating mediation, they will agree with the mediator on a time at least five (5) days before the mediation to submit and exchange with one another detailed position papers. The position papers shall include a factual recitation of the dispute and each Party's position on the facts and the law. Each Party shall also forward to the mediator their assessment of the likely outcome and its/their position on settlement. This assessment shall be considered confidential for use by the mediator and may only be released by the mediator to the other Party or anyone else with the express written consent of the Party submitting it. Each Party will bear its own expenses incurred (including attorneys' fees) in connection with the mediation, and will equally share the mediator's fees and expenses. If the Parties are unable to resolve their dispute by mediation as provided herein, after the unsuccessful conclusion of any such mediation, either Party may pursue the remedies available to it at law or equity.

17.13 Tax Deferred Exchange. The Parties agree to cooperate with each other in effecting a tax-deferred exchange or exchanges under Internal Revenue Code Section 1031 or 1033, as the case may be; provided, however, that (a) consummation of this Agreement is not predicated or conditioned on an exchange, (b) the Close of Escrow shall not be delayed due to any exchange, (c) any rights of the non-exchange Party pursuant to this Agreement shall not be impaired due to any exchange requested by the other Party, (d) the non-exchange Party shall incur no additional costs, expenses or liabilities as a result of or in connection with any exchange requested by the other Party except those incurred in connection with the non-exchange Party's review of customary exchange documentation, and (e) the non-exchange Party shall not be required to take title to any other property in connection with any exchange requested by the other Party. Subject to the foregoing, the Parties agree to execute customary escrow instructions, documents, agreements, or instruments to effect an exchange. Each Party agrees to indemnify, defend and hold the other Party free and harmless from and against any liability, loss, damage,

cost or expense (including, without limitation, reasonable attorneys' fees, costs and expenses) that may arise from the indemnifying Party's exchange.

17.14 Broker. Buyer and Seller each represent and warrant that no broker, salesman or finder has been engaged by it in connection with any of the transactions contemplated by this Agreement or, to its knowledge, is in any way connected with any of such transactions. In the event of any other claim for broker's, consultant's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement, then Buyer shall indemnify, save harmless and defend Seller from and against such claim if it shall be based upon any statement, representation or agreement made by Buyer; and Seller shall indemnify, save harmless and defend Buyer from and against such claim if it shall be based upon any statement, representation or agreement made by Seller.

17.15 Attorneys' Fees. In the event of any dispute between the parties hereto arising out of the subject matter of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action will be entitled to recover from the other party its actual attorneys' fees, statutory costs, court costs and other expenses in connection with such action or proceeding (including expert witness fees).

17.16 Notices. Any notice, request, demand, instruction or other document (each of which is herein called a "Notice") to be given hereunder to any Party shall be in writing and shall be delivered to the person at the appropriate address set forth below by personal service (including express or courier service), by electronic communication, whether by facsimile or electronic mail, or by certified mail, postage prepaid, return receipt requested, as follows:

If to Seller, to: Borchard Teal Club Owners
 c/o of Dennis Hardgrave
 Development Planning Services__
 211 Village Commons Blvd., #15
 Camarillo, CA 93012

 Attention: Dennis Hardgrave
 Telephone: (805) 484-8308
 Facsimile: (805) 484-8993
 E-Mail: dennis@devplan.net

With a copy to: Ferguson Case Orr Paterson LLP
 1050 S. Kimball Road
 Ventura, CA 93004
 Attention: Mark Barney, Esq.
 Telephone: (805) 659-6800
 Facsimile: (805) 659-6818
 E-Mail: mbarney@fcoplaw.com
 (Which copy shall not constitute Notice)

If to Buyer, to: Oxnard School District
1051 South A Street
Oxnard, California 93030
Attention: Janet Penanhoat,
Interim Assistant Superintendent,
Business and Fiscal Services
Telephone: (805) 385-1501 ext. 2401
Email: jpenanhoat@oxnardsd.org

With a copy to: Garcia, Hernandez & Sawhney, LLP
Attention: Nitasha Sawhney, Esq.
1330 Broadway, Suite 1701
Oakland, California 94612

If to Escrow
Holder: Lawyers Title Insurance Corporation
2810 Harbor Blvd., #203
Oxnard, CA 93035

A copy of any Notice given by Buyer or Seller to the other prior to the Close of Escrow shall also be given to Escrow Holder as above provided. Notices so submitted shall be deemed to have been given (i) on the date personally served, if by personal service, (ii) on the date of confirmed dispatch, if by electronic communication or facsimile, or (iii) forty-eight (48) hours after the deposit of same in any United States Post Office mailbox in the state to which the Notice is addressed, or seventy-two (72) hours after deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. The addresses and addressees, for the purpose of this Section, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written Notice of change is received, the last address and addressee stated by written Notice, or provided herein if no such written Notice of change has been received, shall be deemed to continue in effect for all purposes hereunder. Buyer and Seller hereby agree that notices may be given hereunder by the parties' respective counsel and that, if any communication is to be given hereunder by Buyer's or Seller's counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Section.

[Signature Pages Follow...]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement For Purchase and Sale of Real Property and Joint Escrow Instructions as of the Effective Date of this Agreement.

BUYER:

OXNARD SCHOOL DISTRICT, a California
Public School District

By: _____
Name: _____
Title: _____

SELLER:

ROBERT E. BORCHARD MARITAL
DEDUCTION TRUST

By: _____
Margaret D. Borchard, Co-Trustee

By: _____
F. Robert Borchard, Co-Trustee

By: _____
Joseph E. Borchard, Co-Trustee

Joan Frances Henson, Trustee of the
Ralph W. Borchard Survivor's Trust, terms
of the Ralph W. Borchard Family Trust

Joan Frances Henson, Trustee of the
Ralph W. Borchard Decedent's Trust, terms
of the Ralph W. Borchard Family Trust

Joan Frances Henson, Trustee of the
Ralph W. Borchard Survivor's Trust, terms
of Grantor Trust

Joan Frances Henson, Trustee of the
Ralph W. Borchard Decedent's Trust, terms
of Grantor Trust

Paul Borchard, a married man as his sole
and separate property

T & J HENSON FAMILY TRUST

By: _____
Arthur Thomas Henson III, Co-Trustee

By: _____
Frances Joan Henson, Co-Trustee

Margaret Mary Anderson,
A married woman as her sole and separate
Property

J & P DOUGLAS FAMILY TRUST

By: _____
Jeffrey C. Douglas, Trustee

By: _____
Mary Patricia Douglas, Trustee

Joseph E. Borchard, Trustee of the
Joseph E. Borchard Residuary Trust

F. Robert Borchard, Trustee of the Borchard
Residuary Trust

DEMPSEY 1992 TRUST

By: _____
Kevin P. Dempsey, Trustee

By: _____
Elizabeth A. Dempsey, Trustee

DEVERICKS 1994 REVOCABLE FAMILY
TRUST

By: _____
Richard Devericks, Trustee

By: _____
Ellen Devericks, Trustee

EDWARD AND JEANNE MYERS 1999 FAMILY
TRUST

By: _____
Edward D. Myers, Co-Trustee

By: _____
Jeanne M. Myers, Co-Trustee

1999 MEYERS FAMILY TRUST

By: _____
Edward Myers, Trustee

By: _____
Jeanne M. Myers, Trustee

WINDWEN LANDS LLC,
A CALIFORNIA LIMITED LIABILITY
COMPANY

By: _____
Bobby Lee Bierig, Manager

By: _____
Darlene Bierig, Manager

Schedule A
List of Selling Parties

Robert E. Borchard Marital Deduction Trust

Margaret D. Borchard, Co-Trustee

F. Robert Borchard, Co-Trustee

Joseph E. Borchard, Co-Trustee

Joan Frances Henson, Trustee of the Ralph W. Borchard Survivor's Trust, terms of the Ralph W. Borchard Family Trust

Joan Frances Henson, Trustee of the Ralph W. Borchard Decedent's Trust, terms of the Ralph W. Borchard Family Trust

Joan Frances Henson, Trustee of the Ralph W. Borchard Survivor's Trust, terms of Grantor Trust

Joan Frances Henson, Trustee of the Ralph W. Borchard Decedent's Trust, terms of Grantor Trust

Paul Borchard, A married man as his sole and separate property

T&J Henson Family Trust

Arthur Thomas Henson III, Co-Trustee

Frances Joan Henson, Co-Trustee

Margaret Mary Anderson, A married woman as her sole and separate Property

J&P Douglas Family Trust

Jeffrey C. Douglas, Trustee

Mary Patricia Douglas, Trustee

Joseph E. Borchard, Trustee of the Joseph E. Borchard Residuary Trust

F. Robert Borchard, Trustee of the Borchard Residuary Trust

Dempsey 1992 Trust

Kevin P. Dempsey, Trustee

Elizabeth A. Dempsey, Trustee

Devericks 1994 Revocable Family Trust

Richard Devericks, Trustee

Ellen Devericks, Trustee

Schedule A (continued)

Edward and Jeanne Myers 1999 Family Trust

Edward D. Myers, Co-Trustee

Jeanne M. Myers, Co-Trustee

1999 Meyers Family Trust

Edward Myers, Trustee

Jeanne M. Myers, Trustee

Windwen Lands LLC, A California Limited Liability Company

Bobby Lee Bierig, Manager

Darlene Bierig, Manager

SELLER'S ADDENDUM

[Seller's Initials for Liquidated Damages]

Robert E. Borchard Marital Deduction Trust

Margaret D. Borchard, Co-Trustee _____

F. Robert Borchard, Co-Trustee _____

Joseph E. Borchard, Co-Trustee _____

Joan Frances Henson, Trustee of the Ralph W. Borchard Survivor's Trust, terms of the Ralph W. Borchard Family Trust _____

Joan Frances Henson, Trustee of the Ralph W. Borchard Decedent's Trust, terms of the Ralph W. Borchard Family Trust _____

Joan Frances Henson, Trustee of the Ralph W. Borchard Survivor's Trust, terms of Grantor Trust _____

Joan Frances Henson, Trustee of the Ralph W. Borchard Decedent's Trust, terms of Grantor Trust _____

Paul Borchard, A married man as his sole and separate property _____

T&J Henson Family Trust

Arthur Thomas Henson III, Co-Trustee _____

Frances Joan Henson, Co-Trustee _____

Margaret Mary Anderson, A married woman as her sole and separate Property _____

J&P Douglas Family Trust

Jeffrey C. Douglas, Trustee _____

Mary Patricia Douglas, Trustee _____

Joseph E. Borchard, Trustee of the Joseph E. Borchard Residuary Trust _____

F. Robert Borchard, Trustee of the Borchard Residuary Trust _____

Dempsey 1992 Trust

Kevin P. Dempsey, Trustee _____

Elizabeth A. Dempsey, Trustee _____

SELLER'S ADDENDUM (continued)

Devericks 1994 Revocable Family Trust

Richard Devericks, Trustee

Ellen Devericks, Trustee

Edward and Jeanne Myers 1999 Family Trust

Edward D. Myers, Co-Trustee

Jeanne M. Myers, Co-Trustee

1999 Meyers Family Trust

Edward Myers, Trustee

Jeanne M. Myers, Trustee

Windwen Lands LLC, A California Limited Liability Company

Bobby Lee Bierig, Manager

Darlene Bierig, Manager

ACCEPTANCE OF JOINT ESCROW INSTRUCTIONS

The undersigned, as Escrow Holder in connection with the sale of the Property, hereby acknowledges its receipt of this Agreement and the terms and conditions of the joint escrow instructions set forth in the Agreement, and agrees to perform its obligations in connection therewith.

Dated: _____, 2017

LAWYERS TITLE COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Metes and Bounds Legal Description of Land

EXHIBIT "B"

Form of Water Service Agreement

This Water Service Agreement (the "Agreement") is entered into on August __, 2017 (the "Agreement Date") between the parties identified as "Owner" on the signature page of this Agreement (all of whom are collectively referred to herein as "Owner") and the OXNARD SCHOOL DISTRICT, a California public school district (the "District"). Owner and the District are individually referred to in this Agreement as a "Party" and together as the "Parties".

RECITALS

A. Owner owns approximately 117 acres of unimproved land in Ventura County, California, identified as Assessor Parcel Numbers 183-0-070-060, 070, 090, and 140 (collectively the "Borchard Property").

B. As of the Agreement Date, the District is acquiring from Owner approximately 25 acres of the Borchard Property for a projected school site (the "District Parcel").

C. That portion of the Borchard Property that is being retained by Owner includes a groundwater well (the "Owner Well").

D. Subject to the terms and conditions of this Agreement, Owner is willing to continue providing water service from the Owner Well to the District Parcel.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. As used in this Agreement:

(a) "District Parcel" means the approximately 25 acres being acquired by the District from Owner as of the Effective Date as more particularly described by metes and bounds on Exhibit "A" attached hereto.

(b) "District's Percentage Share" means 21% which is determined by dividing the District Parcel acreage by the total acreage of the Borchard Property (25/117).

(c) "Owner's Percentage Share" means 79% determined as provided in subpart (a), above (92/117).

2. Term. This Agreement is effective as of the Agreement Date and shall continue until terminated as provided in Section 10, below (the "Term").

3. Water Delivery Infrastructure.

(a) Installation. Owner shall install the water delivery infrastructure necessary to provide water to the District pursuant to this Agreement, including without limitation the meter described in Section 5 below. As further provided in Section 5, below, the District shall be solely responsible for the cost of installation as well as the cost of all necessary repair, maintenance, and/or replacement of such infrastructure.

(b) Maintenance. Owner shall be responsible for operating the Owner Well and performing all maintenance and repair of the Owner Well and water delivery infrastructure, and the Parties shall share the cost of operation, maintenance and repair as provided in Section 5, below. Notwithstanding the foregoing, Owner is not responsible for any delay or failure to perform such maintenance or repair if resulting from any circumstance beyond the reasonable control of Owner, or its contractors or agents.

(c) Access to District Parcel. Owner shall have the right of access to the District Parcel to install the water delivery infrastructure necessary to provide water service pursuant to this Agreement. Thereafter, during the Term of this Agreement, Owner shall have all rights of access to the District Parcel as Owner deems reasonably necessary to operate, maintain, and repair the water delivery infrastructure located on the District Parcel.

4. Water Service. During the Term, and subject to the terms and conditions of this Agreement, the District shall be entitled to receive water service from the Owner Well to the District Parcel up to the District's Percentage Share.

(a) Request for Water Service. The District shall request water service pursuant to this Agreement by written request specifying the dates and times desired. Upon receiving such request, Owner shall inform the District whether the request can be fully or partially accommodated.

(b) Applicable Law. The District acknowledges and agrees that all water service provided by Owner under this Agreement will at all times be subject to any restrictions and limitations of applicable laws, rules and regulations of all local, regional, state, and federal agencies having jurisdiction over the parties and/or the subject matter of this Agreement.

5. Costs. The District agrees to timely pay all of the following charges on the following terms and conditions in order to receive water from Owner:

(a) Infrastructure Costs. The District shall be solely responsible for 100% of the capital costs for any and all infrastructure or modifications to existing infrastructure, if any, necessary to deliver water to the District Parcel pursuant to this Agreement. Without limitation, the District shall be responsible for the cost of installing a meter ("District Meter") to determine the amount of water delivered to the District Parcel pursuant to this Agreement.

(b) Maintenance Costs. The District shall be solely responsible for all costs of maintaining, monitoring, and repairing the District Meter and for all costs of maintaining and repairing all other additional infrastructure necessary to deliver water to the District Parcel

pursuant to this Agreement. The District shall also be responsible for the District's Percentage Share of any and all costs of maintaining and repairing the Owner Well.

(c) Utility Costs. The District shall be responsible for, and shall promptly reimburse Owner if necessary, all utility costs associated with providing water from the Owner Well to the District Parcel, including any "on-peak" surcharges levied on Owner by Southern California Edison ("Edison") in connection with the District's request to pump the Owner Well from June 1st to October 1st and on weekdays during the peak hours (i.e., noon to 6:00 p.m.) in order to provide water to the District under this Agreement. Owner shall attach to each invoice a copy of each bill received by Edison, or its successor, with respect to the electricity used in the operation of the Owner Well.

(d) Pumping Assessments. To the extent that the District is not able to directly pay pumping assessments, fees, penalties, or surcharges in accordance with section 10 below, and to the extent that Owner incurs any pumping assessments, fees, penalties, or surcharges arising from the District's receipt of water from the Owner Well, the District shall be solely responsible for reimbursing to Owner any and all pumping-related assessments, fees, penalties, or surcharges imposed by the United Water Conservation District ("United Water"), the Fox Canyon Groundwater Management Agency ("FCGMA"), or any other entity as a result of the delivery of water to the District from the Owner Well.

6. Invoicing and Payment.

(a) Monthly Invoices. Owner shall provide the District with monthly invoices setting forth the District's incurred costs under this Agreement.

(b) Time for Payment. The District shall pay each invoice in full within ten (10) business days of Owner's delivery of the invoice to the District. The District agrees that Owner may deliver such billing to the District by any means provided in Section 13(d) of this Agreement.

(c) Late Charges. The District acknowledges that the late payment will cause Owner to incur certain costs not contemplated under this Agreement, the exact amount of which will be extremely difficult or impractical to ascertain. Accordingly, and without limiting Owner's right to exercise any other remedies available under this Agreement or applicable law, if any payment under this Agreement is not received by Owner within twenty (20) business days after it becomes due, the District shall immediately pay to Owner, upon written notice and demand from Owner, a "Late Charge" equal to five percent (5%) of the amount then delinquent. The Parties agree that this Late Charge represents fair compensation to Owner for losses sustained by reason of the District's failure to make timely payment. This provision shall not be construed as a grace period or extension of time within which to pay any amount due or prevent Owner from exercising any other available right or remedy.

(d) Additional Remedies. In addition to all other remedies available to Owner, if Owner does not receive full payment from the District within twenty (20) business days after a bill is due, Owner may suspend delivery of water to the District until full payment is received,

including all Late Charges. Owner will notify the District of such suspension at least ten (10) business days prior to the date such action will take effect. Additionally, Owner may require, as a condition of future delivery of any water, a cash deposit or payment bond, in a reasonable amount determined by Owner, to guarantee prompt payment in the future.

7. Water Quality. Owner does not and shall not warrant the quality or pressure of any water provided from the Owner Well, and Owner specifically does not and shall not warrant that any water delivered under the terms of this Agreement is potable or of a quality suitable for human consumption.

8. Service Interruptions. The District acknowledges and agrees that water service may be suspended, interrupted, or terminated from time to time for maintenance, repairs, legal compliance or other reasons. The District further acknowledges and agrees that Owner shall not be liable to the District or any other person or entity for any loss, liability, damage, claim, or other consequences, including without limitation lost profits, lost income, or any other consequential damages, resulting from the suspension, interruption, or termination of water service. The District is solely responsible for adopting, implementing, and maintaining all necessary contingency plans and preventive measures to minimize or avoid any adverse consequences in anticipation of such events.

9. Regulatory Compliance.

(a) Reporting. To the maximum extent permitted by the FCGMA, the District shall register the District Meter with the FCGMA and open its own account (known as a “Comb Code”) with the FCGMA. To the maximum extent permitted by United Water, the District shall register the District Meter with United Water and open its own account with the United Water. The District shall, to the maximum extent permitted by the FCGMA, report to the FCGMA any water delivered to the District Parcel from the Owner Well as being attributed to the District’s water allocation as established by the FCGMA. The District shall, to the maximum extent permitted by United Water, report to United Water any water delivered to the District Parcel from the Owner Well. Owner shall reasonably cooperate with the District with respect to such reporting.

(b) Pumping Assessments.

(1) To the maximum extent permitted by the FCGMA and United Water, the District shall pay any and all pumping-related assessments, fees, penalties, or surcharges imposed by United Water or the FCGMA resulting from the delivery of water to the District Parcel from the Owner Well.

(2) If the FCGMA or United Water, or any other governmental agency having jurisdiction over the Parties’ water-pumping activities, determines that the District has violated applicable rules and regulations or has otherwise exceeded applicable pumping limitations, the District shall be solely liable and responsible for all costs, expenses, fees, penalties, fines or other charges imposed or assessed against Owner caused by such violation by the District.

10. Termination.

(a) By the District. The District may terminate this Agreement for any reason or no reason by giving Owner at least thirty (30) days' prior written notice.

(b) By Owner. Owner may terminate this Agreement if it determines that the water levels of the Owner Well have deteriorated to the extent that it is not reasonably possible as a practical matter for Owner to continue to deliver water to the District Parcel. Owner may make such determination upon concluding based on substantial evidence that both the static and pumping water levels of the Owner Well have dropped ten (10) percent or more as of the Effective Date. If Owner makes such a determination, it will provide the District with as much advance written notice of termination as Owner determines is reasonably practical under the circumstances.

(c) Upon Certain Events. This Agreement shall automatically terminate upon the occurrence of any of the following:

(1) Upon approval by the Ventura County Local Agency Formation Commission and the City of Oxnard of the District's request for water service to the District Parcel and once such water service becomes operational to the District Parcel.

(2) In the event that Owner is required, by applicable law or by order of any government agency having jurisdiction over Owner, to abandon, assign, or otherwise terminate operation of the Owner Well for any reason including pursuant to its development of all or part of the retained Borchard Property. Owner shall endeavor to give the District as much advance notice as reasonably possible.

(3) In the event that the Owner Well fails for any reason and Owner elects, in its sole discretion, not to repair or replace the Owner Well. If the Owner elects not to repair or replace the Owner Well, the District may, in its sole discretion, at its sole cost and expense, repair or replace the Owner Well. If the District elects to repair or replace the Owner Well as provided herein, all of the following shall apply:

(i) All work shall be performed in a good and workmanlike manner, by properly licensed and insured contractors reasonably acceptable to Owner, and in full compliance with all required permits, approvals, and applicable laws;

(ii) Ownership and title to all improvements, including any replacement well, shall belong to Owner;

(iii) Notwithstanding the District's election to repair and/or replace the Owner Well as provided in this Agreement, this Agreement shall remain subject to termination as provided in this Section 10; and

(iv) Notwithstanding anything to the contrary provided herein, the location of any replacement well on the Borchard Property shall be subject to Owner's prior written consent, which may be given or withheld in Owner's sole discretion.

(d) Effect of Termination. The District acknowledges and agrees that if this Agreement terminates for any reason the District and the District Parcel shall have no further right to receive water from Owner or the Owner Well, and the District shall be solely responsible for arranging and paying for any alternative means of water delivery to the District Parcel that the District needs or desires. Furthermore, upon termination of this Agreement for any reason, the Parties shall cooperate with each other to (i) promptly prepare and execute a document or instrument that memorializes the termination of this Agreement, and (ii) if desired by Owner, disconnect the water delivery infrastructure servicing the District Parcel. Furthermore, upon termination of this Agreement for any reason, all other rights and obligations of the Parties pursuant to this Agreement shall cease, except that:

(1) The District shall promptly pay when due all billed and unbilled amounts incurred prior to termination of this Agreement; and

(2) The rights and obligations of the Parties under Sections 9, 11(a), 11(c), 11(g), and 11(k) of this Agreement shall survive termination of this Agreement.

11. Miscellaneous.

(a) Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree to submit the dispute to mediation prior to commencing litigation. The Parties will attempt in good faith to agree on a neutral mediator to resolve the dispute. If the Parties cannot agree on a mediator within twenty (20) days after mediation has been demanded, the Parties agree to submit a joint request to the Presiding Judge of the Superior Court of Ventura County, to appoint either a retired Ventura County judge or a Ventura County based mediation service to hear this dispute and to work with the Parties. The Parties agree that, upon initiating mediation, they will agree with the mediator on a time at least five (5) days before the mediation to submit and exchange with one another detailed position papers. The position papers shall include a factual recitation of the dispute and each Party's position on the facts and the law. Each Party shall also forward to the mediator their assessment of the likely outcome and its/their position on settlement. This assessment shall be considered confidential for use by the mediator and may only be released by the mediator to the other Party or anyone else with the express written consent of the Party submitting it. Each Party will bear its own expenses incurred (including attorneys' fees) in connection with the mediation, and will equally share the mediator's fees and expenses. If the Parties are unable to resolve their dispute by mediation as provided herein, either Party may pursue the remedies available to it at law or equity.

(b) No Waiver. Failure by either Party to enforce any term of this Agreement or to seek redress for the breach of or default in performance under any such covenant, restriction or other provision of this Agreement shall in no way constitute a waiver of the right to enforce such term of this Agreement or seek redress for the breach thereof. The waiver by either Party hereto of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

(c) Attorneys' Fees. In the event of any dispute between the Parties arising out of this Agreement, the prevailing party in such action will be entitled to recover from the other party its actual attorneys' fees, statutory costs, court costs and other expenses in connection with such action or proceeding (including expert witness fees).

(d) Notices. All notices relating to this Agreement shall be in writing, addressed to the Parties at their respective addresses provided herein, and may be delivered (a) in person, (b) by electronic mail delivered to the email address provided by such party in writing upon execution of this Agreement, (c) by overnight mail or courier service, or (d) by United States registered or certified mail, return receipt requested, postage prepaid. Each party, and their respective successors in interest, shall be responsible for notifying the other Party in writing as provided herein if there is any change to such Party's contact information. The addresses of the parties for notices are as follows:

The District: Oxnard School District
 1051 South A Street
 Oxnard, California 93030
 Attention: Janet Penanhoat,
 Interim Assistant Superintendent,
 Business and Fiscal Services
 Telephone: (805) 385-1501 ext. 2401
 Email: jpenanhoat@oxnardsd.org

Owner: Borchard Teal Club Owners
 c/o Dennis Hardgrave
 Development Planning Services
 211 Village Commons Blvd., #15
 Camarillo, CA 93012

 Attention: Dennis Hardgrave
 Telephone: (805) 484-8308
 Facsimile: (805) 484-8993
 E-Mail: dennis@devplan.net

(e) Independent Counsel. Owner and the District each acknowledge that they have been represented by independent legal counsel in connection with this Agreement. Any uncertainty or ambiguity in this Agreement shall not be construed against either Party.

(f) Captions. None of the captions of the paragraphs of this Agreement shall be construed as a limitation upon the language of the paragraphs.

(g) No Obligation to Third Parties. Except as expressly set forth in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the Parties hereto, to any person or entity other than each other.

(h) Exclusive Agreement. This Agreement is an exclusive arrangement between the Parties and, after execution, neither Seller nor its agents, affiliates, or employees shall negotiate or otherwise deal in the sale of the Property with anyone other than Buyer until this Agreement is terminated in accordance with its terms.

(i) Amendments. This Agreement may only be modified or amended in writing signed by each Party.

(j) Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement. The parties may also deliver executed copies of this Agreement to each other by electronic mail, which electronic mail signatures shall be binding. Any electronic mail delivery of signatures shall be followed by the delivery of executed originals.

(k) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. To the fullest extent permitted under applicable law, venue for any action arising from this Agreement shall be Ventura County, California.

(l) Assignment. The District shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Owner, which consent shall not be unreasonably withheld or delayed.

(m) Binding Effect. Subject to the restrictions on assignment specified in subparagraph (m), above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each Party.

(n) Recitals. All Recitals set forth above are intended to be and are hereby specifically made a part of this Agreement.

(o) Authorization. Each Party represents and warrants to the other that the person or persons executing this Agreement on its behalf are authorized to do so and the execution and performance of this Agreement (1) is within its powers, (2) has been duly authorized by all necessary actions on its behalf and all necessary consents or approvals have been obtained and are in full force and effect; and (3) binds said Party and its respective officers, directors, agents, employees, successors, assigns, and any others who may claim through it under this Agreement.

[EXHIBIT – NOT FOR SIGNATURE]

EXHIBIT "C"

Form of Promissory Note

PROMISSORY NOTE

\$1,400,000.00

Oxnard, California

_____, 2017

FOR VALUE RECEIVED, **OXNARD SCHOOL DISTRICT**, a California public school district ("Borrower") promises to pay to the parties listed on Schedule A attached hereto (collectively the "Lender") the aggregate principal sum of One Million Four Hundred Thousand Dollars (\$1,400,000.00), payable in the manner and upon the terms and conditions set forth in this Promissory Note (the "Note").

1. Underlying Agreement. This Note is delivered pursuant to the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated the same date as this Note between Borrower and Lender (the "Purchase Agreement"). This Note and the Purchase Agreement are hereafter collectively referred to as the "Loan Documents".

2. No Interest. This Note shall be interest free except as provided herein. If Borrower fails to pay this Note when due, interest shall accrue on the unpaid principal balance at the rate of ten percent (10%) per annum from the date of default until the Note is paid in full. Nothing contained herein shall limit Lender from exercising any other remedies available to Lender as a result of such default.

3. Payment. Borrower shall pay this Note in full on the *earlier of* (a) Borrower's receipt the State Reimbursement from the State School Facilities Program for the acquisition of the Property (as described in Section 2.3 of the Purchase Agreement), or (b) on the two year anniversary of the Close of Escrow (as defined in the Purchase Agreement). Borrower acknowledges and agrees that if Borrower receives the State Reimbursement in installments, Borrower shall deliver each installment to Lender (up to the aggregate maximum amount of the principal balance of this Note) within ten (10) days of receipt, and the principal balance of this Note shall be reduced accordingly. All payments under this Note shall be delivered by wire transfer in immediately available funds to an account designated by Lender (or its designated representative) by written notice to Borrower delivered to Borrower on or before Close of Escrow.

4. Prepayment. Borrower may prepay this Note at any time without premium or penalty.

5. Acceleration. On demand of Lender, the entire unpaid balance of this Note shall be immediately due and payable and collectible, without regard to the maturity stated herein, upon the occurrence of any of the following events:

(a) Borrower defaults in the payment, performance, or observance of any material covenant or agreement contained in the Loan Documents, or any of them and such default remains uncured after (30) days following written notice to Borrower; or

(b) Borrower is adjudicated as bankrupt or insolvent, institutes a voluntary proceeding under any bankruptcy or insolvency laws relating to the relief of debtors, or makes an assignment for the benefit of creditors.

6. Time of the Essence: Time is of the essence in the performance of each and every obligation of Borrower under this Note.

7. General Provisions:

(a) Borrower shall pay Lender, on demand, all costs and expenses of collection, including reasonable attorneys' fees, incurred by Lender in any action to enforce payment of this Note.

(b) Borrower waives demand and presentment for payment, notice of acceleration, diligence in collection, and any right of set-off against payment of this Note.

(c) No delay or omission on the part of Lender in exercising any right under the Loan Documents shall operate as a waiver of that right or of any other right. A waiver by Lender on one occasion shall not be construed as a bar or waiver of any right or remedy on any future occasion.

(d) If any provision of this Note is determined to be illegal or unenforceable, all other provisions shall nevertheless remain in full force and effect.

(e) This Note cannot be changed, modified, amended or terminated except in a writing signed by both Lender and Borrower.

(f) The terms of this Note shall apply to, inure to the benefit of, and bind Borrower and Lender and their respective heirs, devisees, executors, personal representatives, successors and permitted assigns. Lender may assign this Note without the consent of Borrower, provided however, that no such assignment shall be effective unless and until Borrower receives written notice of assignment at least thirty (30) days before the proposed effective date of said assignment. Borrower shall not assign any of Borrower's rights or obligations under this Note without the prior written consent of Lender. As used in this Note, "Borrower" includes the undersigned Borrower and any other person or entity that may subsequently become obligated under this Note. "Lender" includes the undersigned Lender and any other person or entity to which this Note, or any interest in this Note, is conveyed or assigned.

(g) This Note is governed by the laws of the State of California. Any litigation or legal proceeding arising from this Note shall be instituted in the appropriate forum in Ventura County, California, which shall be the sole venue for all such actions and disputes.

(h) The Schedule attached to this Note is intended to be and hereby is specifically made a part of this Note.

(i) This Note and each payment of principal and interest hereunder shall be paid when due without deduction or off-set of any kind or nature for any costs whatsoever.

(j) Borrower represents and warrants to Lender that the person or persons executing this Agreement on behalf of Borrower are authorized to do so and the execution and performance of this Note (1) is within its powers, (2) has been duly authorized by all necessary actions on its behalf and all necessary consents or approvals have been obtained and are in full force and effect; and (3) binds Borrower to all obligations set forth herein.

IN WITNESS WHEREOF, this Promissory Note has been executed and delivered as of the date first set forth above.

[EXHIBIT – NOT FOR SIGNATURE]

Schedule A To Promissory Note

List of Lenders

ROBERT E. BORCHARD MARITAL DEDUCTION TRUST

RALPH W. BORCHARD SURVIVOR'S TRUST, TERMS
OF THE RALPH W. BORCHARD FAMILY TRUST

RALPH W. BORCHARD DECEDENT'S TRUST, TERMS
OF THE RALPH W. BORCHARD FAMILY TRUST

RALPH W. BORCHARD SURVIVOR'S TRUST, TERMS
OF GRANTOR TRUST

RALPH W. BORCHARD DECEDENT'S TRUST, TERMS
OF GRANTOR TRUST

PAUL BORCHARD, A MARRIED MAN AS HIS SOLE AND
SEPARATE PROPERTY

T & J HENSON FAMILY TRUST

MARGARET MARY ANDERSON,
A MARRIED WOMAN AS HER SOLE AND SEPARATE
PROPERTY

J & P DOUGLAS FAMILY TRUST

JOSEPH E. BORCHARD RESIDUARY TRUST

BORCHARD RESIDUARY TRUST

DEMPSEY 1992 TRUST

DEVERICKS 1994 REVOCABLE FAMILY TRUST

EDWARD AND JEANNE MYERS 1999 FAMILY TRUST

1999 MEYERS FAMILY TRUST

WINDWEN LANDS LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

EXHIBIT "D"

Form 8283

(See Attached)

EXHIBIT "E"

Form of Grant Deed

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL
THIS DEED TO:

MAIL TAX STATEMENTS TO:

SPACE ABOVE THIS LINE FOR RECORDER'S
USE

GRANT DEED

APN:

THE UNDERSIGNED GRANTORS DECLARE:

DOCUMENTARY TRANSFER TAX IS \$ _____

- Computed on full value of property conveyed, or
- Computed on full value less value of liens or encumbrances remaining at time of sale

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

the undersigned "GRANTORS" hereby GRANT to OXNARD SCHOOL DISTRICT, a California public school district,

that certain real property in the City of Oxnard, County of Ventura, State of California, described on Exhibit A attached hereto and by this reference incorporated herein.

[EXHIBIT – NOT FOR SIGNATURE]

EXHIBIT "F"

Form of Bill of Sale

THIS BILL OF SALE AND ASSIGNMENT ("Bill of Sale") is made as of the Effective Date (defined below) between the undersigned persons, trusts, and entities identified as "Seller" on the signature page to this Bill of Sale ("Seller"), and OXNARD SCHOOL DISTRICT, a California public school district ("Buyer") with reference to the following facts:

RECITALS

A. Seller and Buyer are parties to that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated as of August __, 2017 (the "Purchase Agreement"), pursuant to which Buyer is acquiring from Seller certain Real Property and related Personal Property (as defined in Assignor an approximately 25 acre portion of the Borchard Property as more particularly described in the Purchase Agreement (referred to herein as the "Sale Property").

B. This Bill of Sale is being delivered by Seller to Buyer in accordance with the Close of Escrow under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Sale and Assignment. Subject to all of the terms and conditions of the Purchase Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer good and marketable title to all of Seller's right, title and interest in and to all of the Personal Property, if any, and Intangible Property, if any, to have and to hold such assets to and for its use forever.

2. AS-IS. Except as expressly set forth in the Purchase Agreement, the sale and assignment of the Personal Property and Intangible Property is on an "AS IS," "WITH ALL FAULTS" basis and without any warranty or representation, express or implied, of any nature or sort, including, without limitation, any warranty of merchantability, fitness of use for a particular purpose, or otherwise.

2. Interpretation. This Bill of Sale is delivered pursuant to, and shall be construed consistently with, the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control. Capitalized terms used but not defined in this instrument shall have the meanings given them in the Purchase Agreement.

3. Effective Date. This Bill of Sale shall only be effective upon Close of Escrow under the Purchase Agreement (the "Effective Date"). If Close of Escrow shall fail to occur for any reason, this Bill of Sale shall be null and void and without any force or effect whatsoever.

[EXHIBIT – NOT FOR SIGNATURE]

Exhibit A
(Legal Description)

A portion of Lot 158, in the City of Oxnard, County of Ventura, State of California, as shown on the Map of Patterson Ranch, recorded in Book 8, Page 1 of Maps, in the office of the County Recorder of said County.

Said portion of land is described as follows:

Beginning at the northwesterly corner of said Lot 158, said point being shown on record of survey recorded in Book 56, Page 73 and 74 of Records of Survey in the office of the County Recorder of said County, being the northeasterly terminus of that line shown on said map as N 01° 14' 09" E, 970.51 feet; thence,

- 1st along the westerly line of said Lot 158, S 01° 14' 09" W, 970.51 feet to the southwesterly corner of said Lot 158; thence,
- 2nd along the southerly line of said Lot 158, S 88° 47' 08" E, 1121.95 feet; thence,
- 3rd N 01° 14' 09" E, 970.44 feet to a point on the northerly line of said Lot 158; thence,
- 4th along said northerly line, N 88° 46' 55" W, 1121.95 feet to the point of beginning.

Containing an area of 1,088,824.84 square feet or 25.00 acres more or less.

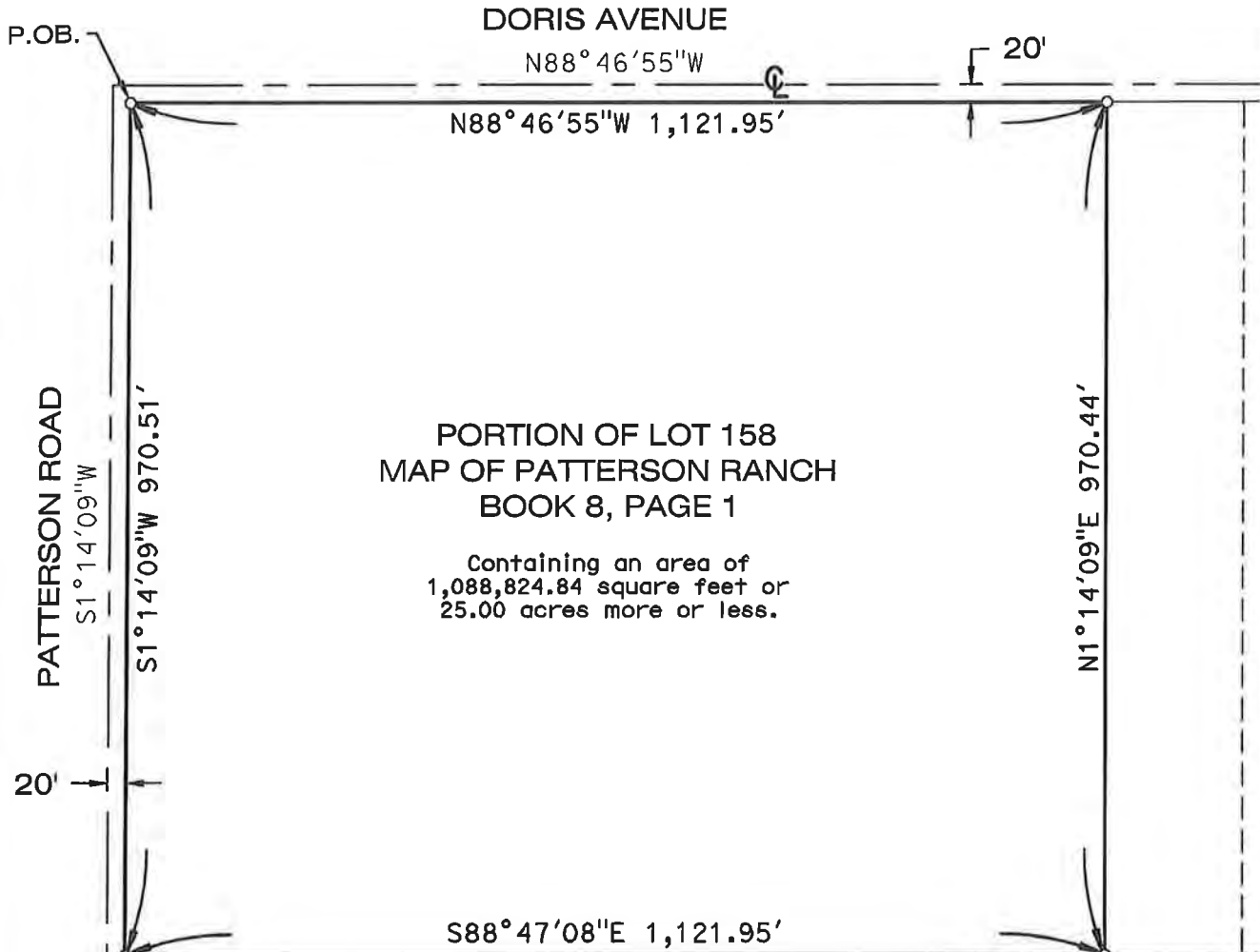
This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: Frederick Joseph Tice
Frederick Joseph Tice, PLS

Date: 1/8/2016

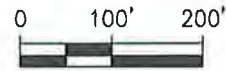


EXHIBIT "B"



LEGEND

P.O.B. Point of Beginning



SCALE: 1"=200'



MNS
ENGINEERS INC
4580 E. Thousand Oaks Blvd, Ste 101
Westlake Village, CA 91362
805.648.4840 Phone

ENGINEERING
PLANNING
SURVEYING
CONSTRUCTION MANAGEMENT

APN 183-0-070-090
CITY OF OXNARD
COUNTY OF VENTURA

MITIGATION AGREEMENT

THIS MITIGATION AGREEMENT (the "Agreement") is entered into this 23rd day of August, 2017 (the "Effective Date"), by and between the Oxnard School District, a California public school district (hereinafter referred to as "OSD") and the parties identified as "Developer" on the signature page hereto (all of whom are collectively referred to herein as "Developer").

RECITALS:

A. **WHEREAS**, Developer owns certain real property in Ventura County, California, identified as Assessor Parcel Numbers 183-0-070-060, 070, 090, and 140 (collectively the "Borchard Property") which consists of approximately 116.74 acres of the approximately 174.6 acres of land making up the Teal Club Specific Plan property that is included in the City of Oxnard's 2030 General Plan adopted in 2011. The Borchard Property is within the boundaries of OSD. Developer has obtained, and/or is in the process of attempting to obtain, approvals from the City of Oxnard, California (the "City") for the construction of certain improvements on the Borchard Property;

B. **WHEREAS**, OSD is responsible for providing educational services for students in kindergarten through the eighth grade who reside within the boundaries of OSD;

C. **WHEREAS**, concurrently with entering into this Agreement, OSD and Developer have entered into an Agreement For Purchase And Sale of Real Property And Joint Escrow Instructions pursuant to which OSD is purchasing from Developer a 25-acre portion of the Borchard Property (the "District Property");

D. **WHEREAS**, OSD is currently in need of additional school facilities and proposes to construct new schools to be located on the District Property;

E. **WHEREAS**, OSD and Developer acknowledge and agree that development of the Borchard Property will require the provision of school facilities necessary, in part, to mitigate the effects on OSD of the student population to be generated as a result of the development of the Borchard Property;

F. **WHEREAS**, OSD has determined that funding from the State of California for the school facilities necessary, in part, to mitigate the effects on OSD of the student population to be generated as a result of the development of the Borchard Property is inadequate to meet the needs of OSD for such purposes;

G. **WHEREAS**, OSD and Developer agree that compliance by Developer with the provisions of this Agreement will mitigate the anticipated effects of the student population to be generated by the development of the Borchard Property;

H. **WHEREAS**, the parties have examined the demographic trends from future development in general, as well as the development of the Borchard Property, and specifically the impact upon OSD's school facilities needs;

I. **WHEREAS**, the continued availability of state funding for school site acquisition, development, and school construction is uncertain;

J. **WHEREAS**, Developer and OSD understand that they are relying upon each other's obligations as set forth in this Agreement in making certain decisions regarding planning for their respective projects; and

K. **WHEREAS**, Developer and OSD recognize it is to their mutual benefit to enter into this Agreement which provides OSD with assistance in order that school facilities and related services be available to future residents of the development of the Borchard Property.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, OSD and Developer do hereby agree as follows:

ARTICLE I STATUTORY AUTHORITY AND DEFINITIONS

Section 1.1 Recitals. The foregoing recitals are true and correct and are incorporated herein as additional terms of this Agreement by this reference.

Section 1.2 Authority for this Agreement. This Agreement is entered into consistent with and under the provisions of Chapter 4.7 (commencing with Section 65970) and Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code and Sections 17211 *et seq.* and 17620 *et seq.* of the Education Code and other provisions of law.

Section 1.3 Definitions. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole or not to any particular Article, Section or subdivision hereof.

ARTICLE II MITIGATION MEASURES

Section 2.1 Development of the Borchard Property. One purpose of this Agreement is to provide a procedure by which Developer and OSD can mitigate the anticipated need for school facilities to house students generated, in part, by the development of the Borchard Property. Mitigation of school impacts caused by the development of the Borchard Property shall be deemed to occur upon the full implementation of this Agreement.

(a) OSD acknowledges that the Borchard Property is Phase One of the Teal Club Specific Plan and is currently being processed for development as a proposed mixed use Specific Plan, EIR, and Pre-Zoning Change under the 2030 Oxnard General Plan (adopted 2011) (the “Borchard Development”). OSD shall not oppose the Borchard Development and shall otherwise reasonably cooperate with Seller with respect to the Borchard Development, consistent with its obligations under the Agreement For Purchase And Sale of Real Property And Joint Escrow Instructions and the Water Service Agreement.

(b) If Developer is in default under this Agreement and does not cure the default within thirty (30) days after receipt of notice of the default from OSD (or within any longer period as is reasonable under the circumstances provided that Developer commences the cure within the thirty (30) day period and diligently pursues the cure to completion), then OSD shall have the right to advise the City that no further building permits are to be issued within the Borchard Development until the default is cured.

Section 2.2 Mitigation Measures. The Developer shall pay school impact fee(s) in the amount of Seven Dollars and Twenty-eight Cents (\$7.28) per square foot of new residential construction (the “School Impact Fee”) on the Borchard Property, subject to annual increase at a rate equal to the percentage increase of the adjustment for inflation set forth in the statewide cost index for class B construction. The increase shall be applied on the one-year anniversary of the Effective Date and on each one-year anniversary thereafter. The School Impact Fee required by this Agreement shall only be imposed if and when a residential building permit is applied for with respect to the Borchard Property. For purposes of calculating the School Impact Fee, the square footage of new residential construction means all of the square footage within the perimeter of a residential structure, not including any carport, covered or uncovered walkway, garage, overhang, patio, enclosed patio, detached accessory structure, or similar area.

Section 2.3 No Additional Charges. Obligations of Developer required by this Agreement are in lieu of any fees OSD might otherwise impose under Government Code Section 65995 *et seq.*, Government Code Section 65970 *et seq.*, and Education Code Section 17620 *et seq.* (“Developer Fee Legislation”) or any other authorization OSD may have to collect fees or levy exactions.

Nothing in this section shall prevent OSD from seeking voter approval for additional funding District-wide for school operations or facilities. Developer shall not be relieved from paying additional amounts for school operations or facilities approved by the voters.

Section 2.4 Support, Cooperation, and Waiver of Protest. The performance of the obligations set forth in this Agreement required by Developer shall be made by Developer without protest. Developer voluntarily enters into this Agreement and knowingly and willingly waives all rights of protest under Government Code Sections 66020, 66021, or 66022 to the extent relating to its obligations under this Agreement.

Developer agrees that the performance of its obligations set forth herein which are in excess of any amounts payable pursuant to the Developer Fee Legislation, are not fees, charges, dedications, or any other requirements within the meanings of the Developer Fee Legislation, but are completely voluntary payments made by Developer to assist OSD in providing school facilities and to enhance the school facilities and to enhance the marketability of the Project.

Section 2.5 Covenant Running with the Land. This Agreement is for the benefit of OSD and the Borchard Property and is intended to preserve the value of the Property and enhance its development. This Agreement shall be recorded and shall constitute a covenant running with the land.

Section 2.6 Severability. The provisions of this Article II shall survive the termination or expiration of this Agreement.

ARTICLE III CERTAIN COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 3.1 Covenants of Developer

(a) Developer shall record a use restriction on all property which it owns within a one thousand (1,000) foot radius of the District Property prohibiting the use of such property for the sale of alcohol, cigarettes, marijuana, drug paraphernalia, adult books or other adult shops; provided, however, that grocery stores, convenience stores, drug stores or general video shops are specifically excluded from the use limitation described in this Paragraph (a) as long as the items listed in this section are not advertised on the exterior of the stores;

(b) Developer, or its designated agent or consultant, shall assist OSD by attending and/or participating in all meetings, appearances and communications related to the placing of a school at the District Property as OSD may reasonably request.

(c) Developer and OSD agree that, where Developer's cooperation is required as set forth above, the cooperation shall be at no cost or liability to

Developer, except as otherwise expressly set forth above. Notwithstanding the immediately preceding sentence, Developer shall make appropriate personnel of Developer, or a designated agent or consultant, available for attendance at meetings and conferences in Ventura County, California upon reasonable request by OSD. Cooperation for purposes of this Agreement shall mean the making of appropriate personnel of Developer, or a designated agent or consultant, available to attend meetings and conferences in Ventura County, California, the providing of advice and suggestions to OSD upon reasonable request by OSD, and the support of OSD in connection with the obtaining of approvals for a school on the District Property. However, except for the making of individuals from Developer available as contemplated above, Developer shall not be required to incur any cost or liability in connection with any cooperation, nor shall Developer be required to change its development plans.

(d) Except as otherwise provided herein, upon Developer's receipt of written notice from OSD confirming the issuance of the first building permit for the OSD Doris Avenue campus, Developer shall, at its cost, arrange for the installation of a vegetative screen on Developer's land immediately adjacent to the easterly boundary of the District Parcel. The vegetative screen shall consist of two staggered rows of trees and shrubs, located approximately 5 feet apart and planted approximately 10 feet on center, and characterized by evergreen foliage that extends from the base of the plant to the crown. All plantings shall be drought tolerant and at least 6 feet in height at the time of planting. Planting, irrigation, and maintenance of the vegetative screen shall be the responsibility of Developer. Except as otherwise provided herein, in addition to the vegetative screen, a 150' wide no-farming setback from the easterly property line shall be maintained by Developer in accordance with applicable law. The 150' wide setback area may be used for agricultural roads, parking of vehicles and machinery, and such other uses as are permitted under the applicable Agricultural/Urban Buffer Policy then in effect in the County of Ventura. Attached hereto as Exhibit A is a sketch depicting Seller's proposed location for the vegetative screen and the 150' wide no-farming setback. The exact location will be determined by Seller at the appropriate time in accordance with applicable law and conditions of approval. Notwithstanding the foregoing, if upon issuance of the first building permit for the OSD Doris Avenue campus, Developer has ceased all farming activity on the Borchard Property, Developer shall be relieved of its obligations hereunder.

(e) Developer covenants to support the development of the additional school facilities on the District Property contemplated by the District, whether in connection with informal discussions with other entities or public agencies or in formal hearings and/or meetings with other individuals or public agencies, including, without limitation, by attending and/or participating in hearings and meetings.

Section 3.2 Covenants of OSD

(a) OSD covenants to support the development of the Project contemplated by Developer, whether in connection with informal discussions with other entities

or public agencies or in formal hearings and/or meetings with other individuals or public agencies, including, without limitation, by attending and/or participating in hearings and meetings.

**ARTICLE IV
MISCELLANEOUS**

Section 4.1 Successors. All of the covenants, stipulations, promises and agreements contained in this Agreement by or on behalf of, or for the benefit of, any of the parties hereto shall bind or inure to the benefit of the successors, heirs and assigns of the respective parties.

Section 4.2 Amendment. This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors.

Section 4.3 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein and no other agreement, statement or promise not contained in this Agreement shall be valid and binding.

Section 4.4 Attorney's Fees. In the event of any action or proceeding is instituted between Developer and OSD in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including without limitations, court costs, all costs of appeals and reasonable attorneys' fees.

Section 4.5 Notices. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given notice or made only if in writing and delivered in person to an officer or duly authorized representative of the other party, deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, or delivered by Express Mail of the US Postal Service or Federal Express or any other courier guaranteeing overnight delivery, charges prepaid. All notices, requests, demands, consents, approvals and other communications shall be addressed to the party for whom intended, as follows:

If to Developer:

Borchard Teal Club Owners
c/o Dennis Hardgrave
Development Planning Services
211 Village Commons Blvd., #15
Camarillo, CA 93012
Attention: Dennis Hardgrave
Telephone: (805) 484-8308
Facsimile: (805) 484-8993
E-Mail: dennis@devplan.net

With a Copy to:

Ferguson Case Orr Paterson LLP
1050 S. Kimball Road
Ventura, CA 93004
Attention: Mark T. Barney _____
Telephone: (805) 659-6800
Facsimile: (805) 659-6818
E-Mail: mbarney@fcoplaw.com
(Which copy shall not constitute Notice)

If to OSD:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attention: Janet Penanhoat, Interim Assistant Superintendent,
Business and Fiscal Services

With a copy to:

Nitasha Sawhney, Esq.
Garcia, Hernandez & Sawhney
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501
Telephone: (510) 695-2802
Facsimile: (510) 380-7704
Email: nsawhney@ghslaw.com
(Which copy shall not constitute Notice)

Any party may from time to time, by written notice to the other, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received five (5) days after mailing as provided above. Any notice or other document sent by overnight service shall be deemed delivered one (1) business day after delivery of the same, charges prepaid, to the U.S. Postal Service or private courier. Any notice of other document sent by any other manner shall be effective only upon actual receipt thereof.

Section 4.6 Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

Section 4.7 Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, with venue in any action concerning this Agreement to be in Ventura County, California.

Section 4.8 Counterparts. This Agreement may be executed via facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

Section 4.9 Construction. The parties acknowledge that each party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

[Signature Pages follow]

IN WITNESS WHEREOF, the Parties have executed this Mitigation Agreement in Ventura County, California as of the Effective Date.

DISTRICT:

OXNARD SCHOOL DISTRICT, a California Public School District

By: _____
Name: _____
Title: _____

DEVELOPER:

ROBERT E. BORCHARD MARITAL DEDUCTION TRUST

By: _____
Margaret D. Borchard, Co-Trustee

By: _____
F. Robert Borchard, Co-Trustee

By: _____
Joseph E. Borchard, Co-Trustee

Joan Frances Henson, Trustee of the Ralph W. Borchard Survivor's Trust, terms of the Ralph W. Borchard Family Trust

Joan Frances Henson, Trustee of the Ralph W. Borchard Decedent's Trust, terms of the Ralph W. Borchard Family Trust

Joan Frances Henson, Trustee of the Ralph W. Borchard Survivor's Trust, terms of Grantor Trust

Joan Frances Henson, Trustee of the Ralph W. Borchard Decedent's Trust, terms of Grantor Trust

Paul Borchard, a married man as his sole and
separate property

T & J HENSON FAMILY TRUST

By: _____
Arthur Thomas Henson III, Co-Trustee

By: _____
Frances Joan Henson, Co-Trustee

Margaret Mary Anderson,
A married woman as her sole and separate
Property

J & P DOUGLAS FAMILY TRUST

By: _____
Jeffrey C. Douglas, Trustee

By: _____
Mary Patricia Douglas, Trustee

Joseph E. Borchard, Trustee of the
Joseph E. Borchard Residuary Trust

F. Robert Borchard, Trustee of the Borchard
Residuary Trust

DEMPSEY 1992 TRUST

By: _____
Kevin P. Dempsey, Trustee

By: _____
Elizabeth A. Dempsey, Trustee

DEVERICKS 1994 REVOCABLE FAMILY TRUST

By: _____
Richard Devericks, Trustee

By: _____
Ellen Devericks, Trustee

EDWARD AND JEANNE MYERS 1999 FAMILY TRUST

By: _____
Edward D. Myers, Co-Trustee

By: _____
Jeanne M. Myers, Co-Trustee

1999 MEYERS FAMILY TRUST

By: _____
Edward Myers, Trustee

By: _____
Jeanne M. Myers, Trustee

WINDWEN LANDS LLC,
A CALIFORNIA LIMITED LIABILITY
COMPANY

By: _____
Bobby Lee Bierig, Manager

By: _____
Darlene Bierig, Manager

WATER SERVICE AGREEMENT

This Water Service Agreement (the "Agreement") is entered into on August 23, 2017 (the "Agreement Date") between the parties identified as "Owner" on the signature page of this Agreement (all of whom are collectively referred to herein as "Owner") and the OXNARD SCHOOL DISTRICT, a California public school district, and/or its successors (the "District"). Owner and the District are individually referred to in this Agreement as a "Party" and together as the "Parties".

RECITALS

A. Owner owns approximately 117 acres of unimproved land in Ventura County, California, identified as Assessor Parcel Numbers 183-0-070-060, 070, 090, and 140 (collectively the "Borchard Property").

B. As of the Agreement Date, the District is acquiring from Owner approximately 25 acres of the Borchard Property for a projected school site (the "District Parcel").

C. That portion of the Borchard Property that is being retained by Owner includes a groundwater well (the "Owner Well").

D. Subject to the terms and conditions of this Agreement, Owner is willing to continue providing water service from the Owner Well to the District Parcel.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. As used in this Agreement:

(a) "District Parcel" means the approximately 25 acres being acquired by the District from Owner as of the Effective Date as more particularly described by metes and bounds on Exhibit "A" attached hereto.

(b) "District's Percentage Share" means 21% calculated on an annualized basis which is determined by dividing the District Parcel acreage by the total acreage of the Borchard Property (25/117).

(c) "Owner's Percentage Share" means 79% calculated on an annualized basis determined as provided in subpart (a), above (92/117).

2. Term. This Agreement is effective as of the Agreement Date and shall continue until terminated as provided in Section 10, below (the "Term").

3. Water Delivery Infrastructure.

(a) Installation. Owner shall install the water delivery infrastructure necessary to provide water to the District Parcel pursuant to this Agreement, including without limitation the meter described in Section 5 below.

(b) Maintenance. Owner shall be responsible for operating the Owner Well and performing all maintenance and repair of the Owner Well and the water delivery infrastructure located on the Borchard Property retained by Owner. District shall be responsible for maintaining the water delivery infrastructure located on the District Parcel. The Parties shall pay for the cost of operation, maintenance and repair as provided in Section 5, below. Notwithstanding the foregoing, Owner is not responsible for any delay or failure to perform such maintenance or repair of the Owner Well resulting from any circumstance beyond the reasonable control of Owner, or its contractors or agents.

(c) Access to District Parcel. Upon reasonable notice, and with reasonable conditions, Owner shall have the right of access to the District Parcel to install the additional water delivery infrastructure, if any, necessary to provide water service to the District Parcel pursuant to this Agreement.

4. Water Service. During the Term, and subject to the terms and conditions of this Agreement, the Owner agrees to provide water service from the Owner Well to the District Parcel.

(a) Percentage Share. The District shall be entitled to utilize the District's Percentage Share of the water from the Owner Well pursuant to this Agreement.

(b) Applicable Law. The District acknowledges and agrees that all water service provided by Owner under this Agreement will at all times be subject to any restrictions and limitations of applicable laws, rules and regulations of all local, regional, state, and federal agencies having jurisdiction over the parties and/or the subject matter of this Agreement.

(c) Scheduling Water Use. During the term of this Agreement, an schedule for withdrawing water from the Owner Well shall be agreed upon on a weekly or monthly basis by the Designated Representatives of the Parties (as defined below). The Parties shall act in good faith to agree upon an schedule that does not adversely affect either Party with respect to its needs for its respective parcel.

(d) Designated Representative. Within ten (10) days of execution of this Agreement, and promptly upon any change to the person designated, each Party will notify the other Party in writing of the name and contact information of its "Designated Representative" who shall have authority to act on behalf of such Party with respect to the scheduling of water use as provided in subsection (c), above.

5. Costs. The District agrees to timely pay all of the following charges on the following terms and conditions in order to receive water from Owner:

(a) Infrastructure Costs. The District shall be solely responsible for 100% of the capital costs for any and all additional infrastructure or modifications to existing infrastructure, if any, necessary to deliver water to the District Parcel pursuant to this Agreement. Without limitation, the District shall be responsible for the cost of installing a meter ("District Meter") to determine the amount of water delivered to the District Parcel pursuant to this Agreement.

(b) Maintenance Costs. The District shall be solely responsible for all costs of maintaining, monitoring, and repairing the District Meter and for all costs of maintaining and repairing the infrastructure located on the District Parcel and all additional infrastructure, if any, installed pursuant to this Agreement in order to deliver water to the District Parcel pursuant to this Agreement. The District shall also be responsible for the District's Percentage Share of any and all costs of maintaining and repairing the Owner Well.

(c) Utility Costs. The District shall be responsible for, and shall promptly reimburse Owner if necessary, all utility costs incurred in connection with providing water from the Owner Well to the District Parcel, including any "on-peak" surcharges levied on Owner by Southern California Edison ("Edison") in connection with the District's request to pump the Owner Well from June 1st to October 1st and on weekdays during the peak hours (i.e., noon to 6:00 p.m.) in order to provide water to the District under this Agreement. Owner shall attach to each invoice a copy of each bill received by Edison, or its successor, with respect to the electricity used in the operation of the Owner Well.

(d) Pumping Assessments. To the extent that the District is not able to directly pay pumping assessments, fees, penalties, or surcharges in accordance with section 10 below, and to the extent that Owner incurs any pumping assessments, fees, penalties, or surcharges arising from the District's receipt of water from the Owner Well, the District shall be solely responsible for reimbursing to Owner any and all pumping-related assessments, fees, penalties, or surcharges imposed by the United Water Conservation District ("United Water"), the Fox Canyon Groundwater Management Agency ("FCGMA"), or any other entity as a result of the delivery of water to the District from the Owner Well.

6. Invoicing and Payment.

(a) Monthly Invoices. Owner shall provide the District with monthly invoices setting forth the District's incurred costs under this Agreement.

(b) Time for Payment. The District shall pay each invoice in full within ten (10) business days of Owner's delivery of the invoice to the District. The District agrees that Owner may deliver such billing to the District by any means provided in Section 13(d) of this Agreement.

(c) Late Charges. The District acknowledges that the late payment will cause Owner to incur certain costs not contemplated under this Agreement, the exact amount of which will be extremely difficult or impractical to ascertain. Accordingly, and without limiting Owner's right to exercise any other remedies available under this Agreement or applicable law, if any payment under this Agreement is not received by Owner within twenty (20) business days after it becomes due, the District shall immediately pay to Owner, upon written notice and demand from Owner, a "Late Charge" equal to five percent (5%) of the amount then delinquent. The Parties agree that this Late Charge represents fair compensation to Owner for losses sustained by reason of the District's failure to make timely payment. This provision shall not be construed as a grace period or extension of time within which to pay any amount due or prevent Owner from exercising any other available right or remedy.

(d) Additional Remedies. In addition to all other remedies available to Owner, if Owner does not receive full payment from the District within twenty (20) business days after a bill is due,

Owner may suspend delivery of water to the District until full payment is received, including all Late Charges. Owner will notify the District of such suspension at least ten (10) business days prior to the date such action will take effect. Additionally, Owner may require, as a condition of future delivery of any water, a cash deposit or payment bond, in a reasonable amount determined by Owner, to guarantee prompt payment in the future.

7. No Effect on Water Rights. This Agreement shall not be interpreted as construing the Parties' existing water rights or allocations (including from FCGMA), nor shall this Agreement be construed as granting to the District any permanent water right or allocation arising from or associated with the Owner Well or the Borchard Property.

8. Water Quality. Owner does not and shall not warrant the quality or pressure of any water provided from the Owner Well, and Owner specifically does not and shall not warrant that any water delivered under the terms of this Agreement is potable or of a quality suitable for human consumption.

9. Service Interruptions. The District acknowledges and agrees that water service may be suspended, interrupted, or terminated from time to time for maintenance, repairs, legal compliance or other reasons. The District further acknowledges and agrees that Owner shall not be liable to the District or any other person or entity for any loss, liability, damage, claim, or other consequences, including without limitation lost profits, lost income, or any other consequential damages, resulting from the suspension, interruption, or termination of water service unless caused by the actions of Owner. The District is solely responsible for adopting, implementing, and maintaining all necessary contingency plans and preventive measures to minimize or avoid any adverse consequences in anticipation of such events.

10. Regulatory Compliance.

(a) Reporting. To the maximum extent permitted by the FCGMA, the District shall register the District Meter with the FCGMA and open its own account (known as a "Comb Code") with the FCGMA. To the maximum extent permitted by United Water, the District shall register the District Meter with United Water and open its own account with the United Water. The District shall, to the maximum extent permitted by the FCGMA, report to the FCGMA any water delivered to the District Parcel from the Owner Well as being attributed to the District's water allocation as established by the FCGMA. The District shall, to the maximum extent permitted by United Water, report to United Water any water delivered to the District Parcel from the Owner Well. Owner shall reasonably cooperate with the District with respect to such reporting.

(b) Pumping Assessments.

(1) To the maximum extent permitted by the FCGMA and United Water, the District shall pay any and all pumping-related assessments, fees, penalties, or surcharges imposed by United Water or the FCGMA resulting from the delivery of water to the District Parcel from the Owner Well.

(2) If the FCGMA or United Water, or any other governmental agency having jurisdiction over the Parties' water-pumping activities, determines that the District has violated applicable rules and regulations or has otherwise exceeded applicable pumping limitations, the District shall be solely

liable and responsible for all costs, expenses, fees, penalties, fines or other charges imposed or assessed against Owner caused by such violation by the District.

11. Termination.

(a) By the District. The District may terminate this Agreement for any reason or no reason by giving Owner at least thirty (30) days' prior written notice.

(b) Upon Certain Events. This Agreement shall automatically terminate upon the occurrence of any of the following:

(1) Upon approval by the Ventura County Local Agency Formation Commission and the City of Oxnard of the District's request for water service to the District Parcel and once such water service becomes operational to the District Parcel.

(2) In the event that Owner is required, by applicable law or by order of any government agency having jurisdiction over Owner, to abandon, assign, or otherwise terminate operation of the Owner Well for any reason including pursuant to its development of all or part of the retained Borchard Property. Owner shall endeavor to give the District as much advance notice as reasonably possible.

(3) In the event that the Owner Well fails for any reason and Owner elects, in its sole discretion, not to repair the Owner Well. If the Owner elects not to repair the Owner Well, the District may, in its sole discretion, at its sole cost and expense, repair the Owner Well. If the District elects to repair the Owner Well as provided herein, all work shall be performed in a good and workmanlike manner, by properly licensed and insured contractors reasonably acceptable to Owner, and in full compliance with all required permits, approvals, and applicable laws.

(c) Effect of Termination. The District acknowledges and agrees that if this Agreement terminates for any reason the District and the District Parcel shall have no further right to receive water from Owner or the Owner Well, and the District shall be solely responsible for arranging and paying for any alternative means of water delivery to the District Parcel that the District needs or desires. Furthermore, upon termination of this Agreement for any reason, the Parties shall cooperate with each other to (i) promptly prepare and execute a document or instrument that memorializes the termination of this Agreement, and (ii) if desired by Owner, disconnect the water delivery infrastructure servicing the District Parcel. Furthermore, upon termination of this Agreement for any reason, all other rights and obligations of the Parties pursuant to this Agreement shall cease, except that:

(1) The District shall promptly pay when due all billed and unbilled amounts incurred prior to termination of this Agreement; and

(2) The rights and obligations of the Parties under Sections 10, 12(a), 12(c), 12(g), and 12(k) of this Agreement shall survive termination of this Agreement.

12. Miscellaneous.

(a) Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree to submit the dispute to mediation prior to commencing litigation. The Parties will attempt in good faith to agree on a neutral mediator to resolve the dispute. If the Parties cannot agree on a mediator within twenty (20) days after mediation has been demanded, the Parties agree to submit a joint request to the Presiding Judge of the Superior Court of Ventura County, to appoint either a retired Ventura County judge or a Ventura County based mediation service to hear this dispute and to work with the Parties. The Parties agree that, upon initiating mediation, they will agree with the mediator on a time at least five (5) days before the mediation to submit and exchange with one another detailed position papers. The position papers shall include a factual recitation of the dispute and each Party's position on the facts and the law. Each Party shall also forward to the mediator their assessment of the likely outcome and its/their position on settlement. This assessment shall be considered confidential for use by the mediator and may only be released by the mediator to the other Party or anyone else with the express written consent of the Party submitting it. Each Party will bear its own expenses incurred (including attorneys' fees) in connection with the mediation, and will equally share the mediator's fees and expenses. If the Parties are unable to resolve their dispute by mediation as provided herein, either Party may pursue the remedies available to it at law or equity.

(b) No Waiver. Failure by either Party to enforce any term of this Agreement or to seek redress for the breach of or default in performance under any such covenant, restriction or other provision of this Agreement shall in no way constitute a waiver of the right to enforce such term of this Agreement or seek redress for the breach thereof. The waiver by either Party hereto of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

(c) Attorneys' Fees. In the event of any dispute between the Parties arising out of this Agreement, the prevailing party in such action will be entitled to recover from the other party its actual attorneys' fees, statutory costs, court costs and other expenses in connection with such action or proceeding (including expert witness fees).

(d) Notices. All notices relating to this Agreement shall be in writing, addressed to the Parties at their respective addresses provided herein, and may be delivered (a) in person, (b) by electronic mail delivered to the email address provided by such party in writing upon execution of this Agreement, (c) by overnight mail or courier service, or (d) by United States registered or certified mail, return receipt requested, postage prepaid. Each party, and their respective successors in interest, shall be responsible for notifying the other Party in writing as provided herein if there is any change to such Party's contact information. The addresses of the parties for notices are as follows:

The District: Oxnard School District
 1051 South A Street
 Oxnard, California 93030
 Attention: Janet Penanhoat, Interim Assistant Superintendent,
 Business and Fiscal Services
 Telephone: (805) 385-1501 ext. 2401
 Email: jpenanhoat@oxnardsd.org

Owner: Borchard Teal Club Owners

c/o Dennis Hardgrave
Development Planning Services
211 Village Commons Blvd., #15
Camarillo, CA 93012

Attention: Dennis Hardgrave
Telephone: (805) 484-8308
Facsimile: (805) 484-8993
E-Mail: dennis@devplan.net

(e) Independent Counsel. Owner and the District each acknowledge that they have been represented by independent legal counsel in connection with this Agreement. Any uncertainty or ambiguity in this Agreement shall not be construed against either Party.

(f) Captions. None of the captions of the paragraphs of this Agreement shall be construed as a limitation upon the language of the paragraphs.

(g) No Obligation to Third Parties. Except as expressly set forth in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the Parties hereto, to any person or entity other than each other. However, notwithstanding this subsection, the District may assign this Agreement as part of any transfer, sale and/or assignment of the District Property.

(h) Exclusive Agreement. This Agreement is an exclusive arrangement between the Parties and, after execution, neither Seller nor its agents, affiliates, or employees shall negotiate or otherwise deal in the sale of the Property with anyone other than Buyer until this Agreement is terminated in accordance with its terms.

(i) Amendments. This Agreement may only be modified or amended in writing signed by each Party.

(j) Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement. The parties may also deliver executed copies of this Agreement to each other by electronic mail, which electronic mail signatures shall be binding. Any electronic mail delivery of signatures shall be followed by the delivery of executed originals.

(k) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. To the fullest extent permitted under applicable law, venue for any action arising from this Agreement shall be Ventura County, California.

(l) Assignment. The District shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Owner, which consent shall not be unreasonably withheld or delayed.

(m) Binding Effect. Subject to the restrictions on assignment specified in subparagraph (m), above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each Party.

(n) Recitals. All Recitals set forth above are intended to be and are hereby specifically made a part of this Agreement.

(o) Authorization. Each Party represents and warrants to the other that the person or persons executing this Agreement on its behalf are authorized to do so and the execution and performance of this Agreement (1) is within its powers, (2) has been duly authorized by all necessary actions on its behalf and all necessary consents or approvals have been obtained and are in full force and effect; and (3) binds said Party and its respective officers, directors, agents, employees, successors, assigns, and any others who may claim through it under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Water Service Agreement in Ventura County, California as of the Effective Date.

DISTRICT: OXNARD SCHOOL DISTRICT, a California Public School District

By: _____
Name: _____
Title: _____

OWNER: ROBERT E. BORCHARD MARITAL DEDUCTION TRUST

By: _____
Margaret D. Borchard, Co-Trustee

By: _____
F. Robert Borchard, Co-Trustee

By: _____
Joseph E. Borchard, Co-Trustee

Joan Frances Henson, Trustee of the
Ralph W. Borchard Survivor's Trust, terms
of the Ralph W. Borchard Family Trust

Joan Frances Henson, Trustee of the
Ralph W. Borchard Decedent's Trust, terms
of the Ralph W. Borchard Family Trust

Joan Frances Henson, Trustee of the
Ralph W. Borchard Survivor's Trust, terms
of Grantor Trust

Joan Frances Henson, Trustee of the
Ralph W. Borchard Decedent's Trust, terms
of Grantor Trust

Ralph W. Borchard, Jr. aka W. Borchard,
A married man as his sole and separate
property

T & J HENSON FAMILY TRUST

By: _____
Arthur Thomas Henson III, Co-Trustee

By: _____
Frances Joan Henson, Co-Trustee

Margaret Mary Anderson,
A married woman as her sole and separate
Property

J & P DOUGLAS FAMILY TRUST

By: _____
Jeffrey C. Douglas, Trustee

By: _____
Mary Patricia Douglas, Trustee

Joseph E. Borchard, Trustee of the
Joseph E. Borchard Residuary Trust

F. Robert Borchard, Trustee of the Borchard
Residuary Trust

DEMPSEY 1992 TRUST

By: _____
Kevin P. Dempsey, Trustee

By: _____
Elizabeth A. Dempsey, Trustee

DEVERICKS 1994 REVOCABLE FAMILY TRUST

By: _____
Richard Devericks, Trustee

By: _____
Ellen Devericks, Trustee

EDWARD AND JEANNE MYERS 1999 FAMILY TRUST

By: _____
Edward D. Myers, Co-Trustee

By: _____
Jeanne M. Myers, Co-Trustee

1999 MEYERS FAMILY TRUST

By: _____
Edward Myers, Trustee

By: _____
Jeanne M. Myers, Trustee

WINDWEN LANDS LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

By: _____
Bobby Lee Bierig, Manager

By: _____
Darlene Bierig, Manager

EXHIBIT A

Metes and Bounds Description of District Parcel

(See Attached)

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 23, 2017

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

FIRST READING – REVISION TO BP & AR 3513.3 – TOBACCO-FREE SCHOOLS (Penanhoat)

CSBA has recommended that policy be updated to reflect **NEW LAW** (ABX2 9, 2016) which requires all districts, not just those receiving state Tobacco-Use Prevention Education funds, to prohibit tobacco use on school campuses. Policy also reflects new definitions of "smoking" and "tobacco" pursuant to **NEW LAW** (SBX2 5, 2016). Regulation reflects provision of ABX2 9 which requires signs prohibiting tobacco use to be displayed at all school entrances, and deletes option to designate a smoking area on campus.

Revised/added language is indicated by *italicized* font and deleted language is indicated in strikethrough.

FISCAL IMPACT

N/A

RECOMMENDATION

None at this time. BP & AR 3513.3 will be presented for second reading and adoption at the September 6, 2017 Board meeting.

ADDITIONAL MATERIAL

Attached: BP 3513.3 (3 pages)
AR 3513.3 (2 pages)

TOBACCO-FREE SCHOOLS

The Board of Trustees recognizes *that the health hazards associated with smoking and the other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with district goals including the breathing of second hand smoke, and desires to provide a healthy environment for students and staff.*

*(cf. 3514 – Environmental Safety)
(cf. 4159/4259/4359 - Employee Assistance Programs)
(cf. 5030 – Student Wellness)
(cf. 5131.62 - Tobacco)
(cf. 5141.23 – Asthma Management)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)*

The Board prohibits *smoking and/or the use of tobacco products at any time in district-owned or leased buildings, on district property, and in district vehicles. (Health and Safety Code 104420; 104559) Labor Code 6404.5; 20 USC 6083)*

~~This~~ *These prohibitions applies apply to all employees, students and visitors at any school-sponsored instructional program, activity or athletic event held on or off district property. Any written joint use agreement governing community use of district facilities or grounds shall include notice of the district’s tobacco-free schools policy and consequences for violations of the policy*

*(cf. 1330 – Use of School Facilities)
(cf. 1330.1 – Joint Use Agreements)*

Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking. (Business and Professions Code 22950.5; Education Code 48901)

Tobacco products include: (Business and Professions Code 22950.5; Education Code 48901)

- 1. Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff*
- 2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah*
- 3. Any component, part, or accessory of a tobacco product, whether or not sold separately*

TOBACCO-FREE SCHOOLS (continued)

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

Smoking or use of any tobacco-related products ~~and~~ or disposal of any tobacco-related waste ~~are~~ is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. *In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.* (Health and Safety Code 104495)

*Legal Reference:*EDUCATION CODE

48900 Grounds for suspension/expulsion

48901 Prohibition against tobacco use by students

BUSINESS AND PROFESSIONS CODE

22950.5 Stop Tobacco Access to Kids Enforcement Act; definitions

HEALTH AND SAFETY CODE

39002 Control of air pollution from nonvehicular sources

104350-104495 Tobacco use prevention, especially:

104495 Prohibition of smoking and tobacco waste on playgrounds

104559 – Tobacco use prohibition

119405 Unlawful to sell or furnish electronic cigarettes to minors

LABOR CODE

3300 Employer, definition

6404.5 Occupational safety and health: use of tobacco products

UNITED STATES CODE, TITLE 20

6083 Nonsmoking policy for children's services

7111-7147 22 ~~Safe and Drug Free Schools and Communities Act~~ Student Support and Academic Enrichment GrantsCODE OF FEDERAL REGULATIONS, TITLE 21

1140.1-1140.34 Unlawful sale of cigarettes and smokeless tobacco to minors

PUBLIC EMPLOYMENT AND RELATIONS BOARD RULINGSPERB RULINGSEureka Teachers Assn v. Eureka City School District (1992) PERB Order #955 (16 PERC 23168)CSEA #506 and Associated Teachers of Metropolitan Riverside v. Riverside Unified School District (1989) PERB Order #750 (13 PERC 20147)*Management Resources:*WEB SITESCDE: <http://www.cde.ca.gov>

California Department of Education, Alcohol, Tobacco and Other Drug Prevention:

<http://222.cde.ca.gov/ls/he/at>

California Department of Education, Tobacco-Free School District Certification:

<http://www.cde.ca.gov/ls/he/at/tobaccofreecert.asp>California Department of Public Health, Tobacco Control: <http://www.cdph.ca.gov/programs/tobacco>Occupational Safety and Health Standards Board: <http://www.dir.ca.gov/OSHSB/oshsb.html>Environmental Protection Agency: <http://www.epa.gov>

Policy
adopted: October 19, 2011
revised: September 6, 2017

OXNARD SCHOOL DISTRICT
Oxnard, California

TOBACCO-FREE SCHOOLS

Notifications

Information about the district's tobacco-free schools policy and enforcement procedures shall be communicated clearly to employees, parents/guardians, students, and the community. (Health and Safety Code 104420)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee may disseminate this information through annual written notifications, district and school web sites, student and parent handbooks, and/or other appropriate methods of communication.

(cf. 1113 - District and School Web Sites)

The Superintendent or designee shall ensure that signs stating "Tobacco use is prohibited" are prominently displayed at all entrances to school property. (Health and Safety Code 104420, 104559)

Enforcement/Discipline

Any employee or student who violates the district's tobacco-free schools policy shall be asked to refrain from smoking and shall be subject to disciplinary action as appropriate.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Any other person who violates the district's policy on tobacco-free schools shall be informed of the district's policy and asked to refrain from smoking. If the person fails to comply with this request, the Superintendent or designee may:

1. Direct the person to leave school property
2. Request local law enforcement assistance in removing the person from school premises
3. If the person repeatedly violates the tobacco-free schools policy, prohibit him/her from entering district property for a specified period of time

(cf. 1250 - Visitors/Outsiders)

(cf. 3515.2 - Disruptions)

TOBACCO-FREE SCHOOLS (continued)

The Superintendent or designee shall not be required to physically eject a nonemployee who is smoking or to request that the nonemployee refrain from smoking under circumstances involving a risk of physical harm to the district or any employee. (Labor Code 6404.5)

Policy
adopted: October 19, 2011
revised: September 6, 2017

OXNARD SCHOOL DISTRICT
Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **August 23, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading X

APPOINTMENT AND CONDITIONS OF EMPLOYMENT – AR 4112: Revision (Vaca)

DESCRIPTION OF AGENDA ITEM:

The regulation has been updated to reflect new laws, as recommended by the California School Boards Association.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the attached regulation, as presented.

ADDITIONAL MATERIAL(S):

AR 4112 Appointment and Conditions of Employment (three pages)

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

Upon recommendation from the Superintendent or designee, the *Governing Board of Trustees* shall approve the appointment of all certificated ~~employees personnel~~. *The position and the salary classification shall be reported to the Board at a regular meeting.*

(cf. 4111/4211/4311 - Recruitment and Selection)

(cf. 4121 - Temporary/Substitute ~~Human Resources~~ Personnel)

Individuals appointed to the certificated staff shall:

1. Possess the appropriate certification qualifications and register the certification document in accordance with law and Board policy. ~~Certification includes English Learner Authorization for all classroom teachers.~~ (Education Code 44250-44279, 44330)

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

2. Demonstrate proficiency in basic skills as required by law and Board policy (Education Code 44252.5, 44830)
3. ~~When required by the federal No Child Left Behind Act for teachers of core academic subjects, possess the qualifications of "highly qualified" teachers as defined in law, Board policy and administrative regulations (20 USC 6319)~~

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

(cf. 6171 - Title I Programs)

3. Submit to fingerprinting as required by law (Education Code 44830.1)
4. Not have been convicted of a violent or serious felony as defined in Penal Code 667.5 or 1192.7, unless the individual has received a certificate of rehabilitation and pardon (Education Code 44830.1)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

5. Not have been convicted of any sex offense as defined in Education Code 44010 (Education Code 44836)
6. Not have been required to register as a sex offender pursuant to Penal Code 290 because of a conviction for a crime where the victim was a minor under the age of 16 (Penal Code 290.95)

(cf. 3515.5 - Sex Offender Notification)

7. Not have been determined to be a sexual psychopath pursuant to Welfare and Institutions Code 6300-6332 (Education Code 44837)

APPOINTMENT AND CONDITIONS OF EMPLOYMENT (continued)

8. Not have been convicted of any controlled substance offense as defined in Education Code 44011 (Education Code 44836)

~~9. Fulfill any other requirements as specified by law, collective bargaining agreement, Board policy or administrative regulation~~

~~(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)~~

~~Individuals appointed to the certificated staff may:~~

9. Submit to a physical examination, tuberculosis testing and/or provide a medical certificate as required by law and Board policy (Education Code 44839, 49406)

~~(cf. 4112.4/4212.4/4312.4 - Health Examinations)~~

10. Furnish a statement of military service and, if any was rendered, a copy of the discharge or release from service or, if no such document is available, other suitable evidence of the termination of service (Education Code 44838)

11. File the oath or affirmation of allegiance required by Government Code 3100-3109

~~(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)~~

~~(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)~~

12. *Fulfill any other requirements as specified by law, collective bargaining agreement, Board policy or administrative regulation*

~~(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)~~

Legal Reference: (see next page)

APPOINTMENT AND CONDITIONS OF EMPLOYMENT (continued)

Legal Reference:

EDUCATION CODE

- 35161 Powers and duties
- 44008 Effect of termination of probation
- 44009 Conviction of specified crimes; definitions
- 44010 Sex offense
- 44011 Controlled substance offense
- 44066 Limitation on certification requirements
- 44250-44277 Credential types
- 44330 Effect of registration of certification document
- 44830.1 Felons; certificated positions; criminal record summary; fingerprints
- 44836 Employment of person convicted of sex offenses or controlled substance offenses
- 44837 Employment of sexual sociopath
- 44838 Statement of military service
- 44839 Medical certificate
- 44839.5 Medical certificate for retirant
- 49406 Examination for tuberculosis

GOVERNMENT CODE

- 3100-3109 Oaths or affirmations of allegiance for disaster service workers and public employees
- 12940-12950 Unlawful employment practices

PENAL CODE

- 290 Registration of sex offenders
- 290.95 Disclosure by persons required to register as sex offenders
- 667.5 Prior prison terms, enhancement of prison terms
- 1192.7 Plea bargaining limitation

WELFARE AND INSTITUTIONS CODE

- 6300-6332 Sexual psychopaths

CODE OF REGULATIONS, TITLE 5

- 6100-6125 Teacher qualifications, No Child Left Behind Act

UNITED STATES CODE, TITLE 20

- 6319 Highly qualified teachers
 - 7801 Definitions, highly qualified teacher
- CODE OF FEDERAL REGULATIONS, TITLE 34
- 200.55-200.57 Highly qualified teachers

Regulation
approved: November 2, 2011
Revised: August 23, 2017

OXNARD SCHOOL DISTRICT
Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **August 23, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading X

EMPLOYEE NOTIFICATIONS – E 4112.9, 4212.9, and 4312.9: New (Vaca)

DESCRIPTION OF AGENDA ITEM:

The exhibits have been added, as recommended by the California School Boards Association.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the attached exhibits, as presented.

ADDITIONAL MATERIAL(S):

E 4112.9, 4212.9, 4312.9 Employee Notifications (eight pages)

All Personnel

E 4112.9(a)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
<i>At the beginning of school year or upon employment</i>	<i>Education Code 231.5; Government Code 12950; 2 CCR 11024</i>	<i>AR 4119.11 4219.11 4319.11</i>	<i>The district's policy on sexual harassment, legal remedies, complaints</i>
<i>Annually to all employees, and 72 hours before pesticide application</i>	<i>Education Code 17612</i>	<i>AR 3514.2</i>	<i>Use of pesticide product, active ingredients, Internet address to access information</i>
<i>To all employees, prior to implementing year-round schedule</i>	<i>Education Code 37616</i>	<i>BP 6117</i>	<i>Public hearing on year-round program</i>
<i>To all employees, prior to implementing alternative schedule</i>	<i>Education Code 46162</i>	<i>AR 6112</i>	<i>Public hearing on alternative schedule</i>
<i>Annually to all employees procedures,</i>	<i>Education Code 49013; 5 CCR 4622</i>	<i>AR 1312.3 BP 0460 BP 3260</i>	<i>Uniform complaint appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan</i>
<i>Annually to all employees</i>	<i>Education Code 49414</i>	<i>AR 5141.21</i>	<i>Request for volunteers to be trained to administer epinephrine auto-injectors</i>
<i>At least once per year</i>	<i>Education Code 49414.3</i>	<i>AR 5141.21</i>	<i>Request for volunteers to be trained to administer opioid antagonist</i>
<i>To all employees</i>	<i>Government Code 1126</i>	<i>BP 4136 4236 4336</i>	<i>Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal</i>

E 4112.9(b)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Prior to beginning employment	Government Code 3102	AR 4112.3 4212.3 4312.3	Oath or affirmation of allegiance required of disaster service workers
To all employees	Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210	BP 4020 BP 4159 4259 4359	District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
To all employees, if the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually to all employees, or more frequently if there is new information	Health and Safety Code 120875, 120880	AR 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To all employees, with each paycheck	Labor Code 246	AR 4161.1 4361.1 AR 4261.1	Amount of sick leave available
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	BP 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

E 4112.9(c)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
<i>Prior to beginning employment</i>	<i>Penal Code 11165.7, 11166.5</i>	<i>AR 5141.4</i>	<i>Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law</i>
<i>Upon employment, and when employee goes on leave for specified reasons</i>	<i>Unemployment Insurance Code 2613</i>	<i>AR 4154 4254 4354</i>	<i>Disability insurance rights and benefits</i>
<i>To all employees and job applicants</i>	<i>2 CCR 11023; 34 CFR 104.8, 106.9</i>	<i>BP 0410 BP 4030</i>	<i>District's policy on nondiscrimination and related complaint procedures</i>
<i>To all employees via employee handbook, or to each new employee</i>	<i>2 CCR 11091, 11095; 29 CFR 825.300</i>	<i>AR 4161.8 4261.8 4361.8</i>	<i>Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible</i>
<i>Annually to all employees</i>	<i>40 CFR 763.84, 763.93</i>	<i>AR 3514</i>	<i>Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress</i>
II. To Certificated Employees			
<i>To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire</i>	<i>Education Code 22455.5</i>	<i>AR 4121</i>	<i>Criteria for membership in retirement system; right to elect membership at any time</i>
<i>Upon employment of a retired certificated individual</i>	<i>Education Code 22461</i>	<i>AR 4117.14 4317.14</i>	<i>Postretirement earnings limitation or employment restriction; monthly report of compensation</i>
<i>To certificated employees</i>	<i>Education Code 35171</i>	<i>AR 4115 BP 4315</i>	<i>District regulations related to performance evaluations</i>

E 4112.9(d)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
<i>30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated</i>	<i>Education Code 44663</i>	<i>AR 4115</i>	<i>Copy of employee's evaluation</i>
<i>To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee</i>	<i>Education Code 44664</i>	<i>AR 4115</i>	<i>Notice and description of the unsatisfactory performance</i>
<i>By May 30, if district issues reemployment notices to certificated employees</i>	<i>Education Code 44842</i>	<i>AR 4112.1</i>	<i>Request that the employee notify district of intent to remain in service next year</i>
<i>To certificated employees upon employment, and to nonpermanent employees in July of each school year</i>	<i>Education Code 44916</i>	<i>AR 4112.1 AR 4121</i>	<i>Employment status and salary</i>
<i>To probationary employees in district with ADA of 250 or more by March 15 of employee's second consecutive year of employment</i>	<i>Education Code 44929.21</i>	<i>AR 4117.6</i>	<i>Whether or not employee is reelected for next school year</i>
<i>When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year</i>	<i>Education Code 44934, 44934.1, 44936</i>	<i>BP 4118 AR 4118</i>	<i>Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice</i>
<i>To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice</i>	<i>Education Code 44938</i>	<i>BP 4118</i>	<i>Notice of deficiency and opportunity to correct</i>
<i>To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year</i>	<i>Education Code 44938</i>	<i>BP 4118</i>	<i>Notice of deficiency and opportunity to correct</i>

E 4112.9(e)
 4212.9
 4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
<i>To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings</i>	<i>Education Code 44940.5</i>	<i>AR 4118</i>	<i>Notice of intent to dismiss 30 days from notice unless employee demands hearing</i>
<i>To probationary employees 30 days prior to dismissal during school year, but not later than March 15 for second-year probationary employees</i>	<i>Education Code 44948.3</i>	<i>AR 4118</i>	<i>Reasons for dismissal and opportunity to appeal</i>
<i>By March 15 when necessary to reduce certificated personnel, with final notice by May 15</i>	<i>Education Code 44949, 44955</i>	<i>BP 4117.3</i>	<i>Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination</i>
<i>On or before June 30, to temporary employee who served 75 percent of school year but will be released</i>	<i>Education Code 44954</i>	<i>BP 4121</i>	<i>District's decision not to reelect employee for following school year</i>
<i>To teacher, when a student engages in or is reasonably suspected of specified acts</i>	<i>Education Code 49079</i>	<i>AR 4158 4258 4358</i>	<i>Student has committed specified act that constitutes ground for suspension or expulsion</i>
<i>To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending</i>	<i>5 CCR 80303</i>	<i>AR 4117.7 4317.7</i>	<i>Contents of state regulation re: report to Commission on Teacher Credentialing</i>
III. To Classified Employees			
<i>To classified employee charged with mandatory leave of absence offense, in merit system district</i>	<i>Education Code 44940.5</i>	<i>AR 4218</i>	<i>Notice of intent to dismiss in 30 days</i>

E 4112.9(f)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees (continued)			
To classified employees at least 60 days prior to layoff, or by April 29 for specially funded program that expires at end of school year	Education Code 45117	AR 4217.3	Notice of layoff and reemployment rights
To classified employees upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To classified permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.601	BP 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy
IV. To Administrative/Supervisory Personnel			
To deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the release or reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year

E 4112.9(g)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances			
<i>In the event of a breach of security of district records, to affected employees</i>	<i>Civil Code 1798.29</i>	<i>BP 3580</i>	<i>Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies</i>
<i>Prior to placing derogatory information in personnel file</i>	<i>Education Code 44031</i>	<i>AR 4112.6 4212.6 4312.6</i>	<i>Notice of derogatory information, opportunity to review and comment</i>
<i>To employees who volunteer to administer epinephrine auto-injector</i>	<i>Education Code 49414</i>	<i>AR 5141.21</i>	<i>Defense and indemnification from civil liability by the district</i>
<i>To employees returning from military leave of absence, within 30 days of return</i>	<i>Government Code 20997</i>	<i>AR 4161.5 4261.5 4361.5</i>	<i>Right to receive PERS service credit for military service; application form</i>
<i>24 hours before Board meets in closed session to hear complaints or charges against employee</i>	<i>Government Code 54957</i>	<i>BB 9321</i>	<i>Employee's right to have complaints/charges heard in open session</i>
<i>When taking disciplinary action against employee for disclosure of confidential information</i>	<i>Government Code 54963</i>	<i>BP 4119.23 4219.23 4319.23</i>	<i>Law prohibiting disclosure of confidential information obtained in closed session</i>
<i>Within one working day of work-related injury or victimization of crime</i>	<i>Labor Code 3553, 5401</i>	<i>BP 4157.1 4257.1 4357.1</i>	<i>Potential eligibility for workers' compensation benefits, claim form</i>
<i>When adverse employment action is based on DOJ criminal history information or subsequent arrest notification</i>	<i>Penal Code 11105, 11105.2</i>	<i>AR 4112.5 4212.5 4312.5</i>	<i>Copy of DOJ notification</i>
<i>To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter</i>	<i>8 CCR 3204, 5193</i>	<i>AR 4119.42 4219.42 4319.42</i>	<i>The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records</i>

E 4112.9(h)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
<i>To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation</i>	8 CCR 5191	AR 3514.1	<i>Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material</i>
<i>To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area</i>	8 CCR 5194	AR 3514.1	<i>Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights</i>
<i>To employee eligible for military leave</i>	38 USC 4334	AR 4161.5 4261.5 4361.5	<i>Notice of rights, benefits, and obligations under military leave</i>
<i>Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave</i>	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	<i>Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice</i>
<i>Whenever notice of eligibility for FMLA is provided to employee</i>	29 CFR 825.300	AR 4161.8 4261.8 4361.8	<i>Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations</i>

Exhibit
approved: August 23, 2017

OXNARD SCHOOL DISTRICT
Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **August 23, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading X

INTERNS – BP 4112.21: Revision (Vaca)

DESCRIPTION OF AGENDA ITEM:

The policy has been updated to reflect new laws, as recommended by the California School Boards Association.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the attached policy, as presented.

ADDITIONAL MATERIAL(S):

BP 4112.21 Interns (three pages)

INTERNS

~~**Cautionary Notice:** As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs. The Oxnard School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.~~

The Board of Trustees may employ interns to fulfill the district's need for additional instructional resources and to assist future teachers in meeting state credentialing requirements by linking teaching theory with practice. *staff and to provide future teachers an opportunity to link teaching theory with practice in order to meet state credentialing requirements. In addition, the district may employ teachers who already possess a preliminary or clear credential and are pursuing a credential in a different specialization as interns for positions that require such other credential.*

The Superintendent or designee may enter into an agreement with an accredited college or university to provide supervised teaching experiences within the district as part of a teacher preparation program. He/she shall ensure that the district collaborates with the college or university in the selection, placement, support, and performance assessment of interns.

The Superintendent or designee shall make reasonable efforts to recruit an intern from an approved program within the region whenever a teacher with a preliminary or clear credential is not available for a position requiring certification. (Education Code 44225.7)

(cf. 4111/4211/4311 - Recruitment and Selection)

The Superintendent or designee shall ensure that interns employed by the district possess an appropriate internship credential from the Commission on Teacher Credentialing (CTC) and that their prior experiences and personal qualifications adequately prepare them for the responsibilities of the position.

(cf. 4112.2 - Certification)

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

(cf. 4112.23 - Special Education Staff)

An intern may be assigned to provide the same service as a holder of a *regular multiple subject, single subject, or education specialist* credential in accordance with the authorizations and grade/age level specified on the internship credential. (Education Code 44454, 44325, 44326, 44830.3)

(cf. 4113 - Assignment)

~~To be assigned to teach core academic subjects, as defined in law, an intern must meet the definition of a "highly qualified" teacher adopted by the State Board of Education. (20 USC 6319, 7801; 5 CCR 6100-6112)~~

INTERNS (continued)

~~(cf. 4112.24 – Teacher Qualifications Under the No Child Left Behind Act)~~

Terms of employment for interns shall be consistent with law and the district's collective bargaining agreement, as applicable. Interns shall not displace certificated district employees.

(cf. 4116 - Probationary/Permanent Status)
(cf. 4141/4241 - Collective Bargaining Agreement)

Interns shall receive systematic supervision and guidance by qualified employees in order to enhance their instructional skills and knowledge. The Superintendent or designee shall ensure that district staff serving as supervisors, mentor teachers, or other support providers receive appropriate training to fulfill their responsibilities and maintain frequent communication with the interns they are assigned to assist.

(cf. 4131 - Staff Development)
(cf. 4138 - Mentor Teachers)

Interns shall be provided with ongoing feedback regarding their performance and shall be formally evaluated at least once every year in accordance with Board policy and the district's collective bargaining agreement.

(cf. 4115 - Evaluation/Supervision)

When an intern has successfully completed the program, the Board may recommend to the CTC that the intern be awarded a preliminary or professional clear credential commensurate with his/her qualifications. (Education Code 44328, 44468, 44830.3)

The Board shall regularly evaluate the effectiveness of the program to determine whether changes are needed in the support and/or assignment of interns. The Board's evaluation shall be based on a report by the Superintendent or designee, including, but not limited to, data on student performance in classes taught by interns, feedback from interns and supervisors, and the number of interns who successfully complete the program and obtain teaching or education specialist credentials.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

INTERNS (continued)

Legal Reference:

EDUCATION CODE

300-340 *English language education for immigrant children*
44253.3-44253.4 *Certificate to provide services to limited-English-proficient students*
44253.10 *Qualifications to provide specially designed academic instruction in English*
44259 *Minimum requirements for teaching credential*
44314 *Diversified or liberal arts program*
44321 *CTC approval of internship programs*
44325-44328 *District interns*
44339-44341 *Teacher fitness*
44380-44387 *Alternative certification program; increased funding for internship programs*
44450-44468 *Teacher Education Internship Act of 1967 (university interns)*
44560-44562 *Certificated Staff Mentoring Program*
44830.3 *Employing district interns*
44885.5 *District interns classified as probationary employees*
52055.605 *Identification of high priority schools, High Priority Schools Grant Program*

CODE OF REGULATIONS, TITLE 5

6100-6126 *No Child Left Behind teacher requirements*
13000-13017 *New Careers Program*
80021.1 *Provisional internship permit*
80055 *Internship credential*

UNITED STATES CODE, TITLE 20

~~6319 *Highly qualified teachers*~~
~~7801 *Definitions, highly qualified teacher*~~

Management Resources:

COMMISSION ON TEACHER CREDENTIALING CORRESPONDENCE

08-03 *Preparation of Intern Credential Holders Prior to Service as Teacher of Record as an Intern, March 3, 2008*

03-0028 *Changes in District Intern Programs as a Result of Senate Bill 187, December 22, 2003*
Implementation of SB 57, Early Completion Internship Option, March 10, 2003

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Administrator's Assignment Manual, 2008

CTC Credential Handbook, revised 1997

California Standards for the Teaching Profession, 1997

Standards of Quality and Effectiveness for Teacher Preparation Programs for Preliminary Multiple and Single Subject Teaching Credentials (including internship programs), rev. April 2008

Standards of Quality and Effectiveness for Education Specialist Credential Programs (Including University Internship Options) and Clinical Rehabilitative Services Credential Programs, December 1996

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Improving Teacher Quality State Grants, rev. January 16, 2004

WEB SITES

CSBA: <http://www.csba.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Policy
adopted: November 2, 2011
Revised: August 23, 2017

OXNARD SCHOOL DISTRICT
Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **August 23, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading X

SPECIAL EDUCATION STAFF – AR 4112.23: Revision (Vaca)

DESCRIPTION OF AGENDA ITEM:

The regulation has been updated to reflect new laws, as recommended by the California School Boards Association.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the attached regulation, as presented.

ADDITIONAL MATERIAL(S):

AR 4112.23 Special Education Staff (five pages)

SPECIAL EDUCATION STAFF

Qualifications/Assignment of Special Education Teachers

Any teacher assigned to serve students with disabilities shall possess an appropriate credential or other authorization issued by the Commission on Teacher Credentialing (CTC) that specifically authorizes him/her to teach students with ~~that~~ *the* primary disability within the program placement recommended in the students' individualized education program (IEP). (5 CCR ~~80046.5, 80048.7~~ 80046.1-80048.9.4)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

The district may employ a person with an appropriate district intern credential to provide classroom instruction to students with disabilities, provided he/she has met the subject matter requirement specified in Education Code 44325 and receives guidance, supervision, and professional development through an established district intern program. (Education Code 44325, 44326, 44830.3)

(cf. 4112.21 - Interns)

The Superintendent or designee may request that the CTC issue a special education limited assignment teaching permit ~~to authorize~~ *which authorizes* a qualified special education teacher, with his/her written consent, to serve outside the specialty area of his/her credential. If the teacher has not yet obtained permanent status, the Superintendent or designee shall assign one or more experienced educators in the special education subject area(s) of the permit, who have at least three years of full-time teaching experience in each of the subject area(s) of the permit, to provide guidance and assistance to the permit holder. (5 CCR 80026, 80027.1)

As needed, the district may apply to the CTC for an emergency permit for resource specialist services pursuant to 5 CCR 80023.2 and 80024.3.1.

When requesting either a limited assignment teaching permit or an emergency resource specialist permit, the Superintendent or designee shall submit a Declaration of Need for Fully Qualified Educators that satisfies the requirements of 5 CCR 80026 and has been approved by the Board at a regularly scheduled Board meeting. (5 CCR 80026)

If there is a need to immediately fill a classroom vacancy or a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may, as appropriate, apply to the CTC for a short-term staff permit pursuant to 5 CCR 80021, a provisional internship permit pursuant to 5 CCR 80021.1, or, as a last resort, a credential waiver.

SPECIAL EDUCATION STAFF (continued)

Individuals providing related services to students with disabilities, including developmental, corrective, and other supportive and related services, shall meet the applicable qualifications specified in 5 CCR 3051-3051.24. (5 CCR 3051; 34 CFR 300.34, 300.156)

(cf. 3312 - Contracts)
(cf. 3600 - Consultants)

The Superintendent or designee shall provide ongoing professional development as needed to assist special education staff in updating and improving their knowledge and skills.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Whenever a candidate for a clear education specialist credential is employed by the district, the Superintendent or designee shall, within 60 days of employment, collaborate with the candidate and, as applicable, with the college or university to develop an individualized induction plan including supported induction and job-related course of advanced preparation. (5 CCR 80048.8.1)

(cf. 4131.1 - Teacher Support and Guidance)

~~The district may employ a person with an appropriate district internship credential to provide classroom instruction to students with disabilities, provided he/she has met the subject matter requirement specified in Education Code 44325 and receives guidance, supervision, and professional development through an established district internship program. (Education Code 44325, 44326, 44830.3)~~

~~*(cf. 4112.21 - Interns)*~~

Resource Specialists

~~The district shall employ certificated resource specialists to provide services for students with disabilities which shall include, but not be limited to: (Education Code 56362)~~

~~The duties of resource specialists shall include, but are not limited to: (Education Code 56362; 5 CCR 80070.5)~~

1. Providing instruction and services to students with disabilities whose needs have been identified in an IEP.
2. Conducting educational assessments
3. Providing information and assistance to *for* students with disabilities and their parents/guardians

SPECIAL EDUCATION STAFF (continued)

4. Providing consultation, resource information, and material regarding students with disabilities to ~~their parents/guardians and regular education staff members~~ *staff members in the regular education program and the students' parents/guardians*
5. Coordinating special education services with the regular school programs for each student with disabilities enrolled in the resource specialist program
6. Monitoring student progress on a regular basis, participating in the review and revision of IEPs as appropriate, and referring students who do not demonstrate ~~sufficient~~ *appropriate* progress to the IEP team

~~Any student who receives resource specialist services shall be assigned to regular classroom teacher(s) for a majority of the school day, unless his/her IEP team approves enrollment in the resource specialist program for a majority of the school day. (Education Code 56362; 5 CCR 80070.5)~~

Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes. (Education Code 56362)

The district's resource specialist program shall be under the direction of a resource specialist who possesses the qualifications specified in Education Code 56362.

Caseloads

The Superintendent or designee shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, *the* collective bargaining agreement, and/or the comprehensive plan of the Special Education Local Plan Area (SELPA) in which the district participates.

(cf. 0430 - Comprehensive Local Plan for Special Education)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4141/4241 - Collective Bargaining Agreement)

No resource specialist shall have a caseload which exceeds 28 students. As necessary and with the agreement of the resource specialist, the *Governing* Board may request a waiver from the State Board of Education to increase the caseload to no more than 32 students, provided that an individual resource specialist does not have a caseload exceeding 28 students for more than two school years and has the assistance of an instructional aide at least five hours daily during the period of the waiver. (Education Code 56362, 56362.1; 5 CCR 3100)

(cf. 1431 - Waivers)

The average caseload for language, speech, and hearing specialists shall not exceed 55 cases, unless the SELPA plan specifies a higher average caseload and states the reasons for the

SPECIAL EDUCATION STAFF (continued)

higher average caseload. The maximum caseload for speech and language specialists exclusively serving children with disabilities age 3-5 years shall not exceed 40. (Education Code 56363.3, 56441.7)

*Legal Reference:*EDUCATION CODE

8264.8 Staffing ratios

44250-44279 Credentials, especially:

44256 Credential types, specialist instruction

44258.9 Assignment monitoring

44265-44265.99 Special education credential

44325-44328 District interns

44830.3 District interns, supervision and professional development

56000-56865 Special education, especially:

56195.8 Adoption of policies

56361 Program options

56362-56362.5 Resource specialist program

56363.3 ~~Average caseload limits~~ Maximum caseload; language, speech, and hearing specialists

56440-56441.7 Programs for individuals between the ages of three and five years; caseloads

CODE OF REGULATIONS, TITLE 5~~3051.1 Language, speech and hearing development and remediation; appropriate credential~~

3051.1-3051.24 Staff qualifications to provide related services to students with disabilities

3100 Waivers of maximum caseload for resource specialists

6100-6126 Teacher qualifications, No Child Left Behind Act

80021 Short-term staff permit

80021.1 Provisional internship permit

80023.2 Emergency permits

80025.4 Substitute teaching, special education

80026 Declaration of need for fully qualified educators

80027.1 Special education limited assignment teaching permit

80046.1 Adapted physical education specialist

80046.5 Credential holders authorized to serve students with disabilities

80047-80047.9 Credentials to provide instructional services to students with disabilities

80048-~~80048.7~~ 80048.9.4 Credential requirements and authorizations~~80070.1-80070.8 Resource specialist certificate of competence~~

80070.1-80070.6 Resource specialists

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act, especially:

1401 Definition of highly qualified special education teacher

6319 Highly qualified teachers

7801 Definitions, highly qualified teacher

CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 Highly qualified teachers

300.8 Definition of autism

300.18 Highly qualified special education teachers

300.34 Related services

300.156 Special education ~~Human Resources~~ personnel requirements

SPECIAL EDUCATION STAFF (continued)

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Special Education Teaching and Services Credentials, Added Authorizations in Special Education, and Limited Assignment Permits for California Prepared Teachers: Frequently Asked Questions, May 26, 2014

Education Specialist Teaching and Other Related Services Credential Program Standards, 2012

WEB SITES

California Association of Resource Specialists and Special Education Teachers:

<http://www.carsplus.org>

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

California Speech-Language-Hearing Association: <http://www.csha.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

National Association of Special Education Teachers: <http://www.naset.org>

Regulation

approved: November 2, 2011

Revised: August 24, 2016, August 23, 2017

OXNARD SCHOOL DISTRICT

Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **August 23, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading X

PRERETIREMENT PART-TIME EMPLOYMENT– AR 4217.11: New (Vaca)

DESCRIPTION OF AGENDA ITEM:

The regulation has been added, as recommended by the California School Boards Association.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the attached regulation, as presented.

ADDITIONAL MATERIAL(S):

AR 4217.11 Preretirement Part-Time Employment (2 pages)

PRERETIREMENT PART-TIME EMPLOYMENT

When the Governing Board has adopted the reduced workload program, any classified employee may reduce his/her workload from full time to part time in accordance with applicable law, district regulations, and collective bargaining agreement.

When so authorized, any classified employee who is a member of the Public Employees' Retirement System may reduce his/her workload from full time to part time without losing retirement benefits, if all of the following conditions are met: (Education Code 45139)

- 1. The employee shall have reached the age of 55 prior to the workload reduction.*
- 2. The employee shall have been employed full time in a classified position for at least 10 years, of which the immediately preceding five years were full-time employment.*
- 3. During the period immediately preceding a request for reduction in workload, the employee shall have been employed full time in a classified position for a total of at least five years without a break in service.*
- 4. The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the employee and the district.*
- 5. The employee shall be paid a salary that is the pro rata share of the salary he/she would be earning had the employee not elected to exercise the option of part-time employment.*
- 6. The employee shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive health benefits in the same manner as a full-time classified employee.*

(cf. 4154/4254/4354 - Health and Welfare Benefits)

- 7. The minimum part-time employment shall be the equivalent of one-half of the number of hours of service required by the employee's contract during his/her final year of service in a full-time classified position.*
- 8. The period of the part-time employment shall not exceed five years.*
- 9. The period of part-time employment shall not extend beyond the end of the school year during which the employee reaches his/her 70th birthday.*

Prior to the reduction of an employee's workload, the Superintendent or designee shall verify the employee's eligibility for the reduced workload program. (Government Code 20905)

PRERETIREMENT PART-TIME EMPLOYMENT (continued)

The Superintendent or designee shall maintain the necessary records to separately identify each employee who participates in the reduced workload program. (Government Code 20905)

(cf. 3580 - District Records)

The district may allow any classified employee who is not eligible for the reduction of workload pursuant to Education Code 45139 to reduce his/her workload from full time to part time after determining that it is in the best interest of the district. In any such case, the Board shall specify the terms and conditions under which the reduction in workload shall take place.

Legal Reference:

EDUCATION CODE

45139 Reduced workload for classified employees

GOVERNMENT CODE

20000-21703 Public Employees' Retirement System, especially:

20905 Reduced workload program, classified employees

53201 Health and welfare benefits

COURT DECISIONS

Praiser v. Biggs Unified School District (2001) 87 Cal.App.4th 398

Management Resources:

WEB SITES

California Public Employees' Retirement System: <http://www.calpers.ca.gov>

Regulation

approved: August 23, 2017

OXNARD SCHOOL DISTRICT

Oxnard, California

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 8/23/17

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities

SECTION D: ACTION _____
SECTION E: APPROVAL OF MINUTES _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading X

BP 5111- Admission (Freeman/Ridge)

Revisions include:

- District obligation to inform families about admission requirements
- District obligation to enroll home, foster and military families without delay
- District obligation to enroll students involved in juvenile court or on probation
- District obligation to inform families of health care options
- District obligation to enroll students regardless of citizenship or immigration status

The added language is indicated by *italicized* font on the attached. The deleted language is indicated by *strikethrough* on the attached.

FISCAL IMPACT: None

RECOMMENDATION

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees adopt the revised BP 5111 as outlined above.

ADDITIONAL MATERIAL(S):

Attached: BP 5111 (3 pages)

ADMISSION

~~The Board of Trustees believes that all children should have the opportunity to receive educational services. Staff shall encourage parents/guardians to enroll all school-aged children in school.~~

~~The Superintendent or designee shall maintain procedures which provide for the verification of all entrance requirements specified in law and in Board policies and regulations.~~

The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children entering a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

*(cf. 5111.1 - District Residency)
(cf. 5125 - Student Records)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)*

The Superintendent or designee shall ensure that the enrollment of a homeless or foster child or a child of a military family is not delayed because of outstanding fees or fines owed to the child's last school or for his/her inability to produce previous academic, medical, or other records normally required for enrollment.

*(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)*

In addition, no child shall be denied enrollment in a district school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system. (Education Code 48645.5)

*(cf. 5119 - Students Expelled from Other Districts)
(cf. 6173.3 - Education for Juvenile Court School Students)*

The Superintendent or designee shall not inquire into or request documentation of a student's citizenship or immigration status, and shall not deny a student enrollment in a district school on the basis of the citizenship or immigration status of the student or his/her parents/guardians. Any information obtained about a student's or parent/guardian's citizenship or immigration

status shall not be shared without parent/guardian consent or a lawful judicial order, in accordance with laws pertaining to the confidentiality of student records.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)*

A student shall not be denied enrollment based on the parent/guardian's refusal to provide the student's or parent/guardian's social security number. During the enrollment process, students and parents/guardians shall be informed that disclosure of their social security number is voluntary. (5 USC 552a Note)

When enrolling in any district school, including a school in their attendance area, children whose parents/guardians reside within district boundaries shall be subject to the timelines established by the Board for open enrollment. Children whose parents/guardians do not reside within the district or who are not otherwise eligible for enrollment in the district may apply for interdistrict attendance in accordance with the timelines specified in applicable Board policies and administrative regulations.

*(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)
(cf. 5118 - Open Enrollment Act Transfers)*

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

Legal Reference:

EDUCATION CODE

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

46600 Agreements for admission of students desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

48350-48361 Open Enrollment Act

48850-48859 Educational placement of homeless and foster youth

48645.5 Enrollment of former juvenile court school students

49076 Access to records by persons without written consent or under judicial order

49408 Information of use in emergencies

49452.9 Health care coverage options and enrollment assistance

49700-49704 Education of children of military families

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

600-6075 *School attendance immunization requirements*
UNITED STATES CODE, TITLE 5
552a Note *Refusal to disclose social security number*
UNITED STATES CODE, TITLE 42
11431-11435 *McKinney-Vento Homeless Assistance Act*
COURT DECISIONS
Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Fact Sheet: Information on the Rights of All Children to Enroll in School

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Policy adopted: August 23, 2017 ~~CSBA MANUAL MAINTENANCE SERVICE~~ *Oxnard School District*
~~March 2017~~ *Oxnard, CA*

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 8/23/17

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
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BP/AR 5111.1 – District Residency (Freeman/Ridge)

Revisions include:

- District policy related to investigation of residency
- District obligation to enroll students regardless of citizenship or immigration status
- Employment within the District to meet residency requirements (Allen Bill Transfers)
- Changes in required documentation to establish proof of residency

The added language is indicated by *italicized* font on the attached. The deleted language is indicated by *strikethrough* on the attached.

FISCAL IMPACT: None

RECOMMENDATION

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees adopt the revised BP 5111.1 and AR 5111.1 as outlined above.

ADDITIONAL MATERIAL(S):

BP 5111.1 (4 pages)

AR 5111.1 (4 pages)

DISTRICT RESIDENCY

The Governing Board desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

(cf. 5116 - School Attendance Boundaries)

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

(cf. 5111 - Admission)

(cf. 5125 - Student Records)

When establishing a student's residency for enrollment purposes, the Superintendent or designee shall not inquire into a student's citizenship or immigration status.

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

Investigation of Residency

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

Appeal of Enrollment Denial

If the Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

220 *Prohibition of discrimination*

35160.5 *Intradistrict open enrollment*

35351 *Assignment of students to particular schools*

46600-46611 *Interdistrict attendance permits*

48050-48054 *Nonresidents*

48200-48208 *Compulsory education law, especially:*

48204 *Residency requirements*

48204.1-48204.2 *Evidence of residency*

48300-48316 *Student attendance alternatives, school district of choice program*

48350-48361 *Open Enrollment Act transfers*

48852.7 *Education of homeless students; immediate enrollment*

48853.5 *Education of foster youth; immediate enrollment*

48980 *Notifications at beginning of term*

52317 *Regional occupational program, admission of persons including nonresidents*

FAMILY CODE

6550-6552 *Caregivers*

GOVERNMENT CODE

6205-6210 *Confidentiality of residence for victims of domestic violence*

CODE OF REGULATIONS, TITLE 5

432 *Retention of student records*

UNITED STATES CODE, TITLE 42

11431-11435 *McKinney-Vento Homeless Assistance Act*

COURT DECISIONS

Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Fact Sheet: Information on the Rights of All Children to Enroll in School

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Secretary of State, Safe at Home Program:

<http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Policy

~~CSBA MANUAL MAINTENACE SERVICE~~ OXNARD SCHOOL DISTRICT

OXNARD, CA.

adopted: *August 23, 2017*

~~March 2017~~

DISTRICT RESIDENCY

Criteria for Residency

A student shall be deemed to have complied with district residency requirements *for enrollment in a district school* if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)
2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)
3. The student is admitted through an interdistrict attendance ~~program~~ *option*, such as an interdistrict attendance agreement or Open Enrollment Act transfer. (Education Code 46600, 48204, 48301, 48356)

(cf. 5117 - Interdistrict Attendance)

(cf. 5118 - Open Enrollment Act Transfers)

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)
5. The student lives with a caregiving adult within district boundaries and the caregiving adult submits an affidavit to that effect. (Education Code 48204)
6. The student resides in a state hospital located within district boundaries. (Education Code 48204)
7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48204, 48207)

(cf. 6183 - Home and Hospital Instruction)

8. *The student's parent/guardian resides outside district boundaries but is employed within district boundaries and lives with the student at the place of employment for a minimum of three days during the school week. (Education Code 48204)*
9. *The student's parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within district boundaries. (Education Code 48204.3)*

(cf. 6173.2 - Education of Children of Military Families)

Residency Based on Parent/Guardian Employment (Allen Bill Transfers)

District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. No student seeking residency on this basis shall be denied enrollment based on race, ethnicity, sex, parental income, scholastic achievement, or any of the individual characteristics set forth in Education Code 220. However, the Superintendent or designee may deny enrollment into the district if any of the following circumstances is present: (Education Code 48204)

- 1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.*
- 2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan as determined by the Governing Board.*
- 3. Other circumstances exist that are not arbitrary.*

Such circumstances may include, but are not limited to, overcrowding of school facilities at the relevant grade level.

Once a student establishes residency on this basis, he/she shall not be required to reapply for enrollment in subsequent years. The student may continue to attend school in the district through the highest grade level offered by the district if the parent/guardian so chooses and if at least one parent/guardian of the student continues to be physically employed by an employer situated within district boundaries, subject to the exceptions in items #1-3 above. (Education Code 48204)

The Superintendent or designee may deny a transfer out of the district by a student whose parent/guardian is employed within the boundaries of another district if the difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (Education Code 48204)

Proof of Residency

~~Prior to admission in district schools, students shall provide proof of residency.
(cf. [5111](#) Admission)~~

~~The Superintendent or designee shall annually verify the student's residency and retain a copy of the document or written statement offered as verification in the student's mandatory permanent record. (5 CCR [432](#))~~

~~Upon enrollment of a student residing in the home of a caregiving adult within district boundaries, the caregiving adult shall execute, under penalty of perjury, the affidavit specified in Family Code [6552](#).~~

~~(cf. [5141](#) Health Care and Emergencies)~~

~~Reasonable evidence of residency may be established by documentation including, but not limited to, any of the following:~~

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. Property tax payment receipt
2. Rental *property contract, lease, or* payment receipt
3. Utility *service contract, statement, or* payment receipt
4. Pay stub
5. Voter registration
6. Correspondence from a government agency
7. Declaration of residency executed by the student's parent/guardian
8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student
9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

(cf. 5141 - Health Care and Emergencies)

~~If any district employee reasonably believes that the parent/guardian of a student has provided false or unreliable evidence of residency, the Superintendent or designee shall make reasonable efforts to determine that the student meets residency requirements.~~

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

Any homeless or foster youth or student who has had contact with the juvenile justice system shall be immediately enrolled in school even if he/she is unable to provide proof of residency. (Education Code 48645.5, 48852.7, 48853.5; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.3 - Education for Juvenile Court School Students)

Safe at Home/Confidential Address Program

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries but shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. (Government Code 6206, 6207)

Denial or Revocation of Enrollment

If the Superintendent or designee, upon investigation, determines that a student's enrollment or attempted enrollment is based on false evidence of residency, he/she shall revoke the student's enrollment. Before any such revocation, the parent/guardian shall be sent written notice of the facts leading to the decision. This notice shall state the parent/guardian's right, within 10 school days, to schedule a meeting with a hearing officer to inspect supporting documents, rebut district evidence, question any district witnesses, and present oral and/or documentary evidence, including witnesses, on the student's behalf. For good cause, the hearing officer may extend the meeting date for an additional 10 days to permit the parent/guardian to obtain required documentation.

If the parent/guardian fails to schedule the above meeting, the student's enrollment shall be revoked 11 school days after the date of the notice.

If the above meeting is held, the hearing officer shall prepare a written decision describing his/her findings. If the hearing officer's decision is upheld, the parent/guardian shall be informed of his/her right to appeal to the Board of Trustees within 10 days.

A parent/guardian who appeals to the Board shall have the right to have a representative present and to rebut district evidence, question any district witnesses, and present oral and/or documentary evidence, including witnesses, on the student's behalf. Except in cases where good cause is shown, the Board shall not reopen the record to consider evidence or argument which was not presented to the hearing officer. The student may continue to attend school during the period of the appeal.

The Board's decision shall be final.

(cf. 3580 - District Records)

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 8/23/17

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities

SECTION D: ACTION _____
SECTION E: APPROVAL OF MINUTES _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading X

BP/AR 5141.21 – Administering Medications and Monitoring Health Conditions (Freeman)

Revisions include:

- Policy and regulation updated to delete requirements related to the administration of medication in cases of epileptic seizures, as Education Code 49414.7 repeals by its own terms on January 1, 2017, and to clarify that districts may continue to administer such medication under the general authority in state law.
- Policy and regulation also reflect **NEW LAW** (AB 1748, 2016) which authorizes districts to stock and administer medication in cases of opioid overdose.
- Regulation also revises definition of epinephrine auto-injector pursuant to **NEW LAW** (AB 1386, 2016).

The added language is indicated by *italicized* font on the attached. The deleted language is indicated by *strikethrough* on the attached.

FISCAL IMPACT: None

RECOMMENDATION

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees adopt the revised BP 5141.21 and AR 5141.21 as outlined above.

ADDITIONAL MATERIAL(S):

Attached: BP 5141.21 (4 pages)
AR 5141.21 (7 pages)

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

~~The Board of Trustees recognizes that some students may need to take medication prescribed by a physician during the school day in order to be able to attend school and/or participate in the educational program. The Superintendent or designee shall develop processes for the administration of medication to these students. For any student with a disability, as defined under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973, necessary medication shall be administered in accordance with the student's individualized education program or Section 504 accommodation plan.~~

~~(cf. [6159](#) - Individualized Education Program)~~

~~(cf. [6164.6](#) - Identification and Education Under Section 504)~~

~~If a parent/guardian chooses, he/she may administer the medication to his/her child at school or designate another individual who is not a school employee to do so on his/her behalf.~~

~~(cf. [1250](#) - Visitors/Outsiders)~~

~~(cf. [6116](#) - Classroom Interruptions)~~

~~In addition, upon written request by the parent/guardian and with the approval of the student's physician, a student with a medical condition that requires frequent treatment, monitoring, or testing may be allowed to self-administer, self-monitor, and/or self-test. The student shall observe universal precautions in the handling of blood and other bodily fluids.~~

~~(cf. [5141](#) - Health Care and Emergencies)~~

~~(cf. [5141.22](#) - Infectious Diseases)~~

~~(cf. [5141.23](#) - Asthma Management)~~

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should have an opportunity to participate in the educational program.

(cf. [5113](#) - Absences and Excuses)

(cf. [5113.1](#) - Chronic Absence and Truancy)

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

(cf. [5141.24](#) - Specialized Health Care Services)

(cf. [6159](#) - Individualized Education Program)

(cf. [6164.6](#) - Identification and Education Under Section 504)

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing a parent/guardian to administer medication to his/her child at school, designate other individuals to do so on his/her behalf, and, with the child's authorized health care provider's approval, request the district's permission for his/her child to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

(cf. 1250 - Visitors/Outsiders)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.23 - Asthma Management)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)
(cf. 6116 - Classroom Interruptions)

The Superintendent or designee shall make available epinephrine auto-injectors at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Administration of Medication by School Personnel

~~Prescribed medication may be administered by the school nurse or other designated school personnel only when the Superintendent or designee has received written statements from both the student's physician and parent/guardian. (Education Code [49423](#); 5 CCR [600](#)) School nurses and other designated school personnel shall administer medications in accordance with law, Board policy, and administrative regulation and shall be afforded appropriate liability protection.~~

~~(cf. [3530](#) - Risk Management/Insurance)~~

~~Only a school nurse or other school employee with an appropriate medical license may administer an insulin injection to a student. In the event such licensed school personnel are unavailable, the district may contract with a licensed nurse from a public or private agency to administer insulin to the student. However, in an emergency situation such as a public disaster or epidemic, a trained, unlicensed district employee may administer an insulin injection to a student.~~

~~(cf. [5141.24](#) - Specialized Health Care Services)~~

~~To the extent that the administration of a medication, such as epinephrine auto-injector or glucagon, is authorized by law, the Superintendent or designee shall ensure that unlicensed personnel designated to administer it to students receive appropriate training from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, recognition of symptoms and treatment, emergency follow-up procedures, and proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by and provided with emergency communication access to a school nurse, physician, or other appropriate individual.~~

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer

medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

(cf. 3530 - Risk Management/Insurance)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual. (Education Code 49414, 49414.3, 49414.5, 49423, 49423.1)

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Legal Reference:

EDUCATION CODE

48980 Notification at beginning of term

49407 Liability for treatment

49408 Emergency information

49414 Emergency epinephrine auto-injectors

49414.3 Emergency medical assistance; administration of medication for opioid overdose

49414.5 Providing school personnel with voluntary emergency training

49422-49427 Employment of medical personnel, especially:

49423 Administration of prescribed medication for student

49423.1 Inhaled asthma medication

49480 Continuing medication regimen; notice

BUSINESS AND PROFESSIONS CODE

2700-2837 Nursing, especially:

2726 Authority not conferred

2727 Exceptions in general

3501 Definitions

4119.2 Acquisition of epinephrine auto-injectors

4119.8 Acquisition of naloxone hydrochloride or another opioid antagonist

CODE OF REGULATIONS, TITLE 5

600-611 Administering medication to students

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

COURT DECISIONS

American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570

Management Resources:

AMERICAN DIABETES ASSOCIATION PUBLICATIONS

Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006

Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015

Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007

Program Advisory on Medication Administration, 2005

NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS

Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003

WEB SITES

CSBA: <http://www.csba.org>

American Diabetes Association: <http://www.diabetes.org>

California Department of Education: <http://www.cde.ca.gov/ls/he/hn>

National Diabetes Education Program: <http://www.ndep.nih.gov>

U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information: <http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma>

Policy
adopted: August 23, 2017

OXNARD SCHOOL DISTRICT
Oxnard, California

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

Definitions

Authorized health care provider means an individual who is licensed by the State of California to prescribe or order medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

Other designated school personnel means any individual employed by the district, *including a nonmedical school employee*, who has *volunteered or* consented to administer medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601, 621)

Medication may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

Epinephrine auto-injector means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction. (Education Code 49414)

Anaphylaxis means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

(cf. 5141.23 - Asthma Management)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

Notifications to Parents/Guardians

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and

may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

When a student requires medication during the school day in order to participate in the educational program, the Superintendent or designee shall, as appropriate, inform the student's parents/guardians that the student may qualify for services or accommodations pursuant to the Individuals with Disabilities Education Act (20 USC 1400-1482) or Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794).

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

Parent/Guardian Responsibilities

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:

- 1. Providing parent/guardian and authorized health care provider written statements each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49423, 49423.1; 5 CCR 600, 626)*
- 2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician and updating the information when needed. (Education Code 49480)*
- 3. Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. (5 CCR 606)*

Parent/Guardian Statement

When district employees are to administer medication to a student, the parent/guardian's written statement shall:

1. Identify the student
2. Grant permission for an authorized district representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the health care provider's written statement or any other questions that may arise with regard to the medication

3. Contain an acknowledgment that the parent/guardian understands how district employees will administer the medication or otherwise assist the student in its administration
4. Contain an acknowledgment that the parent/guardian understands his/her responsibilities to enable district employees to administer or otherwise assist the student in the administration of medication, including, but not limited to, the parent/guardian's responsibility to provide a written statement from the authorized health care provider, to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment
5. Contain an acknowledgment that the parent/guardian understands that he/she may terminate the consent for the administration of the medication *or for otherwise assisting the student in the administration of medication* at any time

In addition to the requirements in items #1-5 above, if a parent/guardian has requested that his/her child be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

1. Consent to the self-administration
2. Release the district and school personnel from civil liability if the student suffers an adverse reaction as a result of self-administering the medication

In addition to the requirements in items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to his/her child, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation
2. That the individual is permitted to be on the school site
3. Any limitations on the individual's authority

Health Care Provider Statement

~~The school nurse or other designated school personnel shall:~~

When any district employee is to administer prescribed medication to a student, or when a student is to be allowed to carry and self-administer prescribed medication during school hours, the authorized health care provider's written statement shall include:

1. Clear identification of the student (Education Code 49423, 49423.1; 5 CCR 602)
2. The name of the medication (Education Code 49423, 49423.1; 5 CCR 602)

3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49423, 49423.1; 5 CCR 602)
4. If a parent/guardian has requested that his/her child be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code 49414.5, 49423, 49423.1; 5 CCR 602)
5. *For medication that is to be administered by unlicensed personnel, confirmation by the student's health care provider that the medication may safely and appropriately be administered by unlicensed personnel (Education Code 49423, 49423.1; 5 CCR 602)*
6. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation
7. Possible side effects of the medication
8. Name, address, telephone number, and signature of the student's authorized health care provider

District Responsibilities

The Superintendent or designee shall ensure that any unlicensed school personnel authorized to administer medication to a student receives appropriate training from the school nurse or other qualified medical personnel.

The school nurse or other designated school personnel shall:

1. Administer or assist in administering medication in accordance with the ~~physician's~~ *authorized health care provider's* written statement
2. Accept delivery of medications from parents/guardians and count and record them upon receipt
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medication, *and note on the list the type of medication and the times and dosage to be administered* ~~The type of medication and the times and dosage to be administered shall be noted on the list.~~
4. Maintain for each student a medication log which may:
 - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the ~~physician's~~ *authorized health care provider's* name and contact information
 - b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication

5. Maintain for each student a medication record which may include the ~~physician's~~ *authorized health care provider's* written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student
6. Ensure that student confidentiality is appropriately maintained

(cf. 5125 - Student Records)

7. Coordinate *and, as appropriate, ensure* the administration of medication during field trips and other school-related activities

(cf. 5148.2 - Before/After School Programs)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

8. Report to a student's parent/guardian and the site administrator any refusal by the student to take his/her medication
9. Keep all medication to be administered by the district in a locked drawer or cabinet
10. *As needed*, communicate with a student's ~~physician~~ *authorized health care provider* and/or pharmacist regarding the medication and its effects
11. Counsel other designated school personnel regarding the possible effects of a medication on a student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose
12. Ensure that any unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances
13. *In the event of a medical emergency requiring administration of medication, provide immediate medical assistance ~~if needed~~, directly observe the student following the administration of medication, contact the student's parent/guardian, and determine whether the student should return to class, rest in the school office, or receive further medical assistance,*
14. Report to the site administrator, the student's parent/guardian, and, if necessary, the student's authorized health care provider any instance when a medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized ~~physician's~~ *health care provider's* written statement

~~Upon receiving such notification, the site administrator may notify the student's health care provider and shall document the error in the medication log.~~

Emergency Epinephrine Auto-Injectors

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other employees who have volunteered to administer them in an emergency and have received training. The school nurse, or a volunteer employee when a school nurse or physician is unavailable, may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. (Education Code 49414)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injector and describing the training that the volunteer will receive. (Education Code 49414)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

The principal or designee at each school may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person designated by a physician and surgeon authorized pursuant to Education Code 49414 and shall be based on the standards developed by the Superintendent of Public Instruction (SPI). Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

A school nurse or other qualified supervisor of health, or a district administrator if the district does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

If an epinephrine auto-injector is used, the school nurse or other qualified supervisor of health shall restock the epinephrine auto-injector as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors shall be restocked before their expiration date. (Education Code 49414)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in his/her personnel file. (Education Code 49414)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414, including, but not limited to, the acceptance of epinephrine auto-injectors from a manufacturer or wholesaler. (Education Code 49414)

(cf. 3290 - Gifts, Grants and Bequests)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

(cf. 3580 - District Records)

Policy
adopted: *August 23, 2017*

OXNARD SCHOOL DISTRICT
Oxnard, California

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 8/23/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION E: APPROVAL OF MINUTES _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading X

BP/AR 5141.52 - Suicide Prevention (Freeman)

Policy and regulation substantially revised to reflect **NEW LAW** (AB 2246, 2016) which mandates districts serving grades 7-12 to adopt policy on suicide prevention, intervention, and postvention by the beginning of the 2017-18 school year. Policy and regulation reflect the mandate to address any related staff development to be provided to teachers in grades 7-12 and to address the needs of specified high-risk student populations. In addition, policy and regulation add best practices in prevention, intervention, and postvention, including, but not limited to, student instruction, crisis intervention procedures, follow-up care for a student who threatens or attempts suicide, and the provision of counseling and other postvention strategies to reduce suicide contagion.

The added language is indicated by *italicized* font on the attached. The deleted language is indicated by *strikethrough* on the attached.

FISCAL IMPACT: None

RECOMMENDATION

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees adopt the revised BP 5141.52 and AR 5141.52 as outlined above.

Attached: BP 5141.52 (3 pages)

AR 5141.52 (4 pages)

SUICIDE PREVENTION

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations.

(cf. 1020 - Youth Services)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Such measures and strategies shall include, but are not limited to:

- 1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students in the secondary grades*

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

- 2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others*

(cf. 6142.8 - Comprehensive Health Education)

- 3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students*

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

4. *The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problem, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis*
5. *Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions*
6. *Crisis intervention procedures for addressing suicide threats or attempts*
7. *Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide*

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

215 Student suicide prevention policies

32280-32289 Comprehensive safety plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 *Government Claims Act*

PENAL CODE

11164-11174.3 *Child Abuse and Neglect Reporting Act*

WELFARE AND INSTITUTIONS CODE

5698 *Emotionally disturbed youth; legislative intent*

5850-5883 *Mental Health Services Act*

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

Preventing Suicide: A Toolkit for High Schools, 2012

National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012

WEB SITES

American Association of Suicidology: <http://www.suicidology.org>

American Foundation for Suicide Prevention: <http://afsp.org>

American Psychological Association: <http://www.apa.org>

American School Counselor Association: <http://www.schoolcounselor.org>

California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>

California Department of Health Care Services, Suicide Prevention Program:

<http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx>

Centers for Disease Control and Prevention, Mental Health:

<http://www.cdc.gov/mentalhealth>

National Association of School Psychologists: <http://www.nasponline.org>

National Institute for Mental Health: <http://www.nimh.nih.gov>

Trevor Project: <http://thetrevorproject.org>

U.S. Department of Health and Human Services, Substance Abuse and Mental Health

Services Administration: <http://www.samhsa.gov>

Policy

adopted: August 23, 2017

~~CSBA MANUAL MAINTENANCE SERVICE~~ *Oxnard School District*

~~March 2017~~ *Oxnard, CA*

SUICIDE PREVENTION

Staff Development

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students at the secondary level. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

- 1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth*
- 2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors*

(cf. 5131.6 - Alcohol and Other Drugs)

- 3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent*
- 4. Protective factors that may help to decrease a person's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community*
- 5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health*
- 6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups*

*(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)*

7. *District procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide*

Instruction

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum at appropriate secondary grades and shall be designed to help students:

1. *Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide*
2. *Develop coping and resiliency skills and self-esteem*
3. *Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent*
4. *Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention*

*(cf. 1020 - Youth Services)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5141.6 - School Health Services)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6164.2 - Guidance/Counseling Services)*

Intervention

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, he/she shall promptly notify the principal or school counselor.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when he/she has reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student. In addition, the counselor may disclose information of a personal

nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

A school employee shall act only within the authorization and scope of his/her credential or license. An employee is not authorized to diagnose or treat mental illness unless he/she is specifically licensed and employed to do so. (Education Code 215)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

- 1. Immediately securing medical treatment and/or mental health services as necessary*
- 2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened*
- 3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene*
- 4. Removing other students from the immediate area as soon as possible*

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5141 - Health Care and Emergencies)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether he/she is required, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the

student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. He/she shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112- Media Relations)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

*Regulation
approved: August 23, 2017*

~~CSBA MANUAL MAINTENANCE SERVICE~~ Oxnard School District
March 2017 Oxnard, CA

OSD BOARD AGENDA ITEM

Name of Contributor: **Robin I. Freeman**

Date of Meeting: **8/23/17**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____

Agreement Category:

- ____ Academic
- ____ Enrichment
- ____ Special Education
- ____ Support Services
- ____ Personnel
- ____ Legal
- ____ Facilities

- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading X

Education for English Language Learners – Revision to BP and AR 6174 (Freeman)

Language was added and deleted to BP 6174 and AR 6174 to align with the district’s practices for Education for English Language Learners. The added language is indicated by *italicized* font on the attached. The deleted language is indicated by *strikethrough* on the attached.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the revisions to BP 6174 and AR 6174 as outlined above.

ADDITIONAL MATERIAL:

BP 6174 (8 pages)
AR 6174 (10 pages)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

~~The Board of Trustees intends to provide English language learners with challenging curriculum and instruction that develop proficiency in English as rapidly and effectively as possible in order to assist students in accessing the full educational program and achieving the district's academic standards. The district's program shall be based on sound instructional theory and shall be adequately supported so that English language learners can achieve results at the same academic level as their English proficient peers in the regular course of study, while facilitating student achievement in the district's regular course of study.~~

~~The Board encourages staff to exchange information with staff in other districts and the county office of education about programs, options and strategies for English language learners that succeed under various demographic conditions.~~

~~(cf. 4112.22 – Staff Teaching Students of Limited English Proficiency)~~

~~The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.~~

~~(cf. 0460 – Local Control and Accountability Plan)~~

~~(cf. 3100 – Budget)~~

~~The Superintendent or designee shall maintain procedures which provide for the identification, assessment and placement of English language learners and for their redesignation based on criteria adopted by the Board and specified in administrative regulations.~~

~~To evaluate program effectiveness, the Superintendent or designee shall regularly examine program results, including reports of the English language learners' academic achievement, their progress towards proficiency in English and the progress of students who have been redesignated as fluent English proficient. The Superintendent or designee shall annually report these findings to the Board and shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.~~

~~(cf. 6190 – Evaluation of the Instructional Program)~~

Identification and Assessment

The Superintendent or designee shall maintain procedures for the accurate identification of English learners and an assessment of their proficiency and needs in the areas of listening, speaking, reading, and writing in English.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in the accompanying administrative regulation.

English learner's academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing

variations in accordance with 5 CCR 853.5 and 853.7. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603m, 606040; 5 CCR 853.5, 853.7)

(cf. 6152.51 – State Academic Achievement Tests)

English learners shall be provided English language development instruction targeted to their English proficiency level and aligned with the state content standards and curriculum framework. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, and assist students in accessing the full educational program.

(cf. 6011 – Academic Standards)

(cf. 6141 – Curriculum Development and Evaluation)

(cf. 6161.1 – Selection and Evaluation of Instructional Materials)

(cf. 6161.11 – Supplementary Instructional Materials)

(cf. 6171 – Title I Programs)

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 – Staff Teaching English Learners)

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

(cf. 4131 – Staff Development)

(cf. 4231 – Staff Development)

(cf. 4331 – Staff Development)

English Learner Master Plan

The Oxnard School District has developed and is implementing a Master Plan for Services to English Learners. This plan incorporates the state mandated identification of English Learners, the communication of all required information for parents, as well as instructional programs and evaluation of such programs, as approved by the Board of Trustees.

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners.

(cf. 0420 – School Plans/Site Councils)

(cf. 1220 – Citizen Advisory Committees)

(cf. 6020 – Parent Involvement)

Parent Input

Parents/guardians of English learners may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310)

The district's language acquisition programs shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 – Class Size)

At the beginning of each school year or upon student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program. (Education Code 310)

(cf. 5145.6 – Parental Notification)

Language Acquisition Programs

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. He/she shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

Language acquisition programs are educational programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. The language acquisition programs provided to students shall be informed by research and shall lead to grade-level proficiency and academic achievement in both English and another language. (Education Code 306)

The district shall offer English learners a structured English immersion program to ensure that English learners have access to the core academic content standards, including the English language development standards, and become proficient in English. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306)

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

- 1. The district offers a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.*

(cf. 6142.2. – World/Foreign Language Instruction)

- 2. The district offers a transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and high order thinking skills, including critical thinking, in order to meet state academic content standards.*

Type of Instruction

~~Students who are English Language Learners, and whose primary language is Spanish, may participate in alternative bilingual programs when a Parent Exception Waiver has been applied for and approved. Students who are English language learners shall alternatively be educated through "sheltered English immersion" or "structured English immersion" during a temporary transition period. "Nearly all" of the classroom instruction in the district's sheltered English immersion program shall be in English, but with the curriculum and presentation designed for students who are learning the language. (Education Code 305, 306)~~

~~The district has defined the term "nearly all" as follows:~~

~~To provide that all classroom instruction be conducted in English except for clarification, explanation and support as needed.~~

~~When an English language learner has acquired a reasonable level of English proficiency as measured by any of the state designated assessments approved by the California Department of Education or any locally developed assessments and using other criteria developed by the district, he/she shall be transferred from a structured English immersion classroom to an English language mainstream classroom in which the instruction is "overwhelmingly" in English. (Education Code 305; 5 CCR 11301)~~

~~An English language learner has acquired a "reasonable level of English proficiency" when he/she has achieved the following:~~

~~Levels 4 or 5 on the CELDT~~

~~(cf. 6011 – Academic Standards)~~

~~(cf. 6162.5 – Student Assessment)~~

~~(cf. 6171 – Title I Programs)~~

Upon the request of his/her parent/guardian, a student shall be placed in an English language mainstream classroom. (5 CCR 11301)

~~Parental Exception Waivers~~

~~At any time during the school year, the parent/guardian of an English language learner may have his/her child moved into an English language mainstream program.~~

~~Parent/guardian requests for waivers from Education Code 305 regarding placement in a sheltered English immersion program shall be granted in accordance with law and administrative regulation.~~

~~If the Superintendent or designee denies the waiver request, he/she shall provide a written justification to the parent/guardian describing the reasons for the denial. A parent/guardian may appeal the Superintendent's decision in writing to the Board. The Board may consider the matter at its next regular Board meeting. The Board may decide not to hear the appeal, in which case the Superintendent's decision shall be final. If the Board hears the appeal, the Superintendent shall send the Board's decision to the parent/guardian within seven working days.~~

~~Programs for English Learners~~

~~**Structured English Immersion (SEI):** This model provides instruction for all subjects in English with Primary Language Support for students with less than reasonable fluency. Students are taught structured, sequential English Language Development (ELD) and other core subjects by authorized teachers using district adopted textbooks and supplementary materials. Instruction is based on ELD and grade level content standards. Structured English Immersion is typically indicated for students with an overall CELDT score of Beginning (Level 1), Early Intermediate (Level 2), or Intermediate, (Level 3).~~

~~**English Language Mainstream (ELM):** In this model, EL's are taught structured, sequential English Language Development (ELD) and other core subjects in English by authorized teachers using district-adopted textbooks and supplementary materials. Primary language support is provided according to student need. Instruction is based on ELD and grade level content standards. Designed for students with reasonable *high levels* fluency in English, it is typically indicated for EL's with an overall CELDT score of Early Advanced (Level 4) or Advanced (Level 5).~~

~~**English Language Development (ELD) Academy (3rd 4th – 8th grades only):** This program is for students with less than one year in United States schools who are at the beginning levels of English proficiency. (CELDT Levels 1 & 2.) Students receive intensive English instruction, while they learn about their school environment and culture in the United States, in addition to academic language in grade level content. Students may participate in the Newcomer program for one year to eighteen months. This option is only for EL students in grades 3-8 4-8 who have been in the U.S. for less than *two one* years. The program is housed at one district school, with transportation provided for students not residing in that attendance area.~~

~~**Transitional Bilingual Education (TBE):** The goals of the TBE program are to ensure that students 1) meet grade level content and performance standards; 2) become fully proficient in~~

English, including listening, speaking, reading and writing; and 3) successfully move to the ELM program. Students may participate in the program for up to 4 years, and may start at any grade level. Students initially receive instruction primarily in Spanish, with decreasing amounts of instruction in Spanish each year, while the amount of instruction in English increases. Primary language support in Spanish takes place, as needed, throughout the program. Students exit the TBE program into the ELM program. The TBE Program is an alternative bilingual program which requires a parent waiver.

Dual Language Immersion Program (DLI): The goal of the DLI program is acquisition of academic proficiency in English and Spanish, together with mastery of grade level core content and performance standards. Instruction is in Spanish and English. Students are expected to meet grade level standards in both languages. Students typically continue in the program after attaining proficiency in their second language. Ideally, students would begin the program in

Kindergarten and continue through Grade 6. This program is open to English Learners with an approved waiver request or English native speakers and other English fluent students, based on parental choice. Students are expected to achieve reasonable fluency in English within 3 to 4 years. The DLI Program is an alternative bilingual program which requires a parent waiver.

Legal Reference:

EDUCATION CODE

300-340 English language education for immigrant children

305 – 310 Language acquisition programs

313-313.5 Assessment of English proficiency

430-446 English Learner and Immigrant Pupil Federal Conformity Act

33050 State Board of Education waiver authority

~~33308.5 CDE guidelines not binding~~

~~44253.5 44253.10 Certification for bilingual cross-cultural competence~~

42238.02-42238.03 Local control funding formula

44253.1-44253.11 – Qualifications for teaching English learners

48980 Parental notification

48985 Notices to parents in language other than English

~~51101 Rights of parents to information~~

~~51101.1 Rights for parents of English learners~~

52052 – Numerically significant student subgroups

52060-52077 – Local control and accountability plan

52130-52135 Impacted languages act of 1984

52160-52178 Bilingual Bicultural Act

~~52180 52186 Bilingual teacher training assistance program~~

~~54000 54028 Programs for disadvantaged children~~

56305 – CDE manual on English learners with disabilities

60603 – Definition, recently arrived English learner

60605.87 – Supplemental instructional materials, English language development

60640 – California Assessment of Student Performance and Progress

60810-60812 Assessment of language development

62005.5 – Continuation of advisory committee after program sunsets

~~62001 62005.5 Evaluation and sunseting of programs~~

CODE OF REGULATIONS, TITLE 5

~~4320 Determination of funding to support program to overcome the linguistic difficulties of English learners~~

853.5 – 853.7 Test administration; universal tools, designated supports, and accommodations

11300-11316 English Language Learner Education

11510-11517 California English Language Development Test

UNITED STATES CODE, TITLE 20

1412 Individuals with Disabilities Education Act; state eligibility
1701-1705 Equal Educational Opportunities Act
6311 – Title I state plan
6312 - Title I Local education agency plans
6801-6871 Title III, Language instruction for limited English proficient and immigrant students
7801 – Definitions

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Discriminating prohibited
200.16 Assessment of English learners

COURT DECISIONS

Valeria G. v. Wilson, (9th Circuit) 2002 U.S. App. Lexis 20956
California Teachers Association et al. v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141
McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196
Teresa P. et al v. Berkeley Unified School District et al., (1989) 724 F.Supp. 698
Casteneda v. Pickard, (5th Cir. 1981) 648 F.2d 989
ATTORNEY GENERAL OPINIONS
83 Ops.Cal.Atty.Gen. 40 (2000)

Management Resources:

CSBA PUBLICATIONS

English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016
English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016
English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Program, Governance Brief, September 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015
Academic Criterion for Reclassification, CDE Correspondence, August 11, 2014
English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014
Common Core State Standards for Mathematics, rev. 2013
Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, 2013
English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012
Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017\
English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs). Rev. November 2016
English Learner and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016
Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015
Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students, May 2007

WEB SITES

CSBA: [HTTP://WWW.CSBA.ORG](http://www.csba.org)
California Association for Bilingual Education: <http://www.gocabe.org>
California Department of Education: <http://www.cde.ca.gov/sp/el>
National Clearinghouse for English Language Acquisition: <http://www.ncela.us>
U.S. Department of Education: <http://www.ed.gov>

Policy
adopted: February 1, 2012
revised: August 2nd, 2017

OXNARD SCHOOL DISTRICT
Oxnard, California

EDUCATION FOR ENGLISH LANGUAGE LEARNERS**Definitions**

~~*English learner* means a student who does not speak English or whose native language is not English and who is not currently able to perform ordinary classroom work in English, also known as a limited English proficient or LEP child. (Education Code 306)~~

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Native speaker of English means a student who has learned and used English in his/her home from early childhood and English has been his/her primary means of concept formation and communication. (Education Code 306)

English language classroom means a classroom in which the language of instruction used by the teaching personnel is overwhelmingly the English language, and in which such teaching personnel possess a good knowledge of the English language. (Education Code 306)

English language mainstream classroom means a classroom in which the students either are native English language speakers or already have acquired reasonable fluency in English. (Education Code 306)

Sheltered English immersion or *structured English immersion* means an English language acquisition process in which nearly all classroom instruction is in English but with the curriculum and presentation designed for students who are learning the language. (Education Code 306)

Bilingual education/native language instruction means a language acquisition process for students in which much or all instruction, textbooks, and teaching materials are in the student's native language. (Education Code 306)

Identification and Assessment

~~Upon enrollment, each student's primary language shall be determined through use of a home language survey. (5 CCR 11307)~~

~~Within 30 calendar days of their initial enrollment, students who are identified as having a primary language other than English, as determined by the home language survey, and for whom there is no record of results from an English language development test shall be assessed using the California English Language Development Test (CELDT). (5 CCR 11511)~~

~~All students shall have sufficient time to complete the CELDT as provided in the directions for test administration. (5 CCR 11516)~~

~~Any student with a disability shall take the CELDT with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan that are appropriate and necessary to address the student's individual needs. (5 CCR 11516.5)~~

~~(cf. 6159—Individualized Education Program)~~

~~(cf. 6164.6—Identification and Education Under Section 504)~~

AR 6174(b)

~~EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)~~

~~The district shall notify parents/guardians of their child's results on the CELDT within 30 calendar days. (5 CCR 11511.5)~~

~~(cf. 5145.6—Parental Notifications)~~

~~Within 90 days of initial enrollment, students identified as having limited English proficiency shall be further assessed for primary language proficiency in comprehension, speaking, reading and writing. The Superintendent or designee shall develop criteria for determining student needs on the basis of these assessments. (former Education Code 52164.1, 62002)~~

~~Before students are enrolled in a program for English language learners, parents/guardians shall receive information about the program and their opportunities for parental involvement. This information shall include the fact that an individual student's participation in the program is voluntary on the part of the parent/guardian. (Education Code 52173)~~

~~Not later than 30 calendar days after the beginning of the school year, each parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title III funds shall receive notification of the assessment of his/her child's English proficiency. The notice shall include all of the following: (Education Code 440; 20 USC 6312)~~

- ~~1. The reason for the student's classification as English language learner~~
- ~~2. The level of English proficiency~~
- ~~3. A description of the program for English language development instruction, including a description of all of the following:~~

- ~~a. The manner in which the program will meet the educational strengths and needs of the student~~
 - ~~b. The manner in which the program will help the student develop his/her English proficiency and meet age appropriate academic standards~~
 - ~~c. The specific exit requirements for the program, the expected rate of transition from the program into classrooms not tailored for English language learner students, and the expected rate of graduation from secondary school if Title I funds are used for students in secondary schools~~
 - ~~d. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP~~
4. ~~Information regarding a parent/guardian's option to decline to allow the student to become enrolled in the program or to choose to allow the student to become enrolled in an alternative program~~

AR 6174(e)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

- ~~5. Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered~~

~~Parent/guardians also shall be notified of the results of any reassessments. (Education Code 52164.3)~~

Parental Exception Waivers

~~At the beginning of each school year, parents/guardians shall be informed of the placement of their children in a structured English immersion program and shall be notified of an opportunity to apply for a parental exception waiver. (Education Code 310; 5 CCR 11309)~~

~~A parent/guardian may request that the district waive the requirements of Education Code 305, pertaining to the placement of a student in a structured English immersion program if the one of the following circumstances exists:~~

- ~~1. Students who already know English: The student already possesses good English language skills, as measured by standardized tests of English vocabulary comprehension, reading and writing, in which the student scores at or above the state average for his/her grade level or at or above the fifth grade average, whichever is lower. (Education Code 311(a))~~
- ~~2. Older students: The student is age 10 years or older, and it is the informed belief of the school principal and educational staff that an alternate course of study would be better suited to the student's rapid acquisition of basic English skills. (Education Code 311(b))~~
- ~~3. Students with special needs: The student already has been placed, for a period of not less than 30 calendar days during that school year, in an English language classroom~~

~~and it is subsequently the informed belief of the school principal and educational staff that the student has special physical, emotional, psychological or educational needs and that an alternate course of educational study would be better suited to the student's overall educational development. (Education Code 311(e))~~

~~The parent/guardian shall personally visit the school to apply for the waiver. (Education Code 310)~~

~~Upon request for a waiver, the Superintendent or designee shall provide to the parents/guardians: (Education Code 310, 311; 5 CCR 11309)~~

- ~~1. A full written description, and a spoken description upon request, of the intent and content of the structured English immersion program, any alternative courses of study and all educational opportunities offered by the district and available to the student, and the educational materials to be used in the different educational program choices~~

AR 6174(d)

~~EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)~~

- ~~2. For a request for waiver pursuant to Education Code 311(e) for students with special needs, notification that the student must be placed for a period of not less than 30 calendar days in an English language classroom and that the Superintendent must approve the waiver pursuant to Board of Trustees guidelines~~

~~Pursuant to Education Code 311(b) and 311(c), the principal and educational staff may recommend a waiver to a parent/guardian for a student 10 years or older and a student with special needs. Parents/guardians shall be informed in writing of any recommendation for an alternative program made by the principal and staff and shall be given notice of their right to refuse to accept the recommendation. The notice shall include a full description of the recommended alternative program and the educational materials to be used for the alternative program as well as a description of all other programs available to the student. If the parent/guardian elects to request the alternative program recommended by the principal and educational staff, the parent/guardian shall comply with district procedures and requirements otherwise applicable to a parental exception waiver, including Education Code 310. (5 CCR 11309)~~

~~When evaluating waiver requests pursuant to Education Code 311(a) for students who already know English and other waiver requests for those students for whom standardized assessment data are not available, other equivalent assessment measures may be used. These equivalent measures may include local assessments, local standards and teacher evaluations.~~

~~Parental exception waivers pursuant to Education Code 311(b) for students 10 years or older shall be granted if it is the informed belief of the principal and educational staff that an alternate course of educational study would be better suited to the student's rapid acquisition of basic English language skills. (Education Code 311)~~

~~Parental exception waivers pursuant to Education Code 311(c) for students with special needs shall be granted if it is the informed belief of the principal and educational staff that, due to the student's special physical, emotional, psychological or educational needs, an alternate course of educational study would be better suited to the student's overall educational development. (Education Code 311)~~

~~The principal shall consider all waiver requests made pursuant to Education Code 311(c) for students with special needs and shall submit a rationale of the decision regarding the waiver to the Superintendent or designee.~~

~~When determining whether or not to recommend the approval of the waiver request, the principal shall assume that the facts justifying the request attested by the parent/guardian are a true representation of the child's condition.~~

~~Each waiver shall be considered on its individual merits with great deference given to parental preference for student placement.~~

AR 6174(e)

~~EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)~~

~~The principal or designee shall act upon all parental exception waivers within 20 instructional days of submission to the principal. However, parental waiver requests pursuant to Education Code 311(c) for students with special needs shall not be acted upon during the 30-day placement in an English language classroom. These waivers shall be acted upon no later than 10 calendar days after the expiration of that 30-day English language classroom placement or within 20 instructional days of submission of the waiver to the principal, whichever is later. (5 CCR 11309)~~

~~All parental exception waivers shall be granted unless the principal and educational staff have determined that an alternative program offered at the school would not be better suited for the overall educational development of the student. (5 CCR 11309)~~

~~Individual schools in which 20 students or more of a given grade level receive a waiver shall be required to offer such a class; otherwise they must allow the students to transfer to a public school in which such a class is offered. (Education Code 310)~~

~~Students wishing to transfer shall be subject to the district's intradistrict and interdistrict attendance policies and administrative regulations. Students wishing to transfer to another district shall also be subject to the receiving district's interdistrict attendance policies and administrative regulations.~~

~~(cf. 5116.1—Intradistrict Open Enrollment)~~

~~(cf. 5117—Interdistrict Attendance)~~

~~In cases where a parental exception waiver pursuant to Education Code 311(b) or (c) is denied, the parent/guardian shall be informed in writing of the reason(s) for the denial and~~

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

~~advised that he/she may appeal the decision to the Board if the Board authorizes such an appeal, or to the court. (5 CCR 11309)~~

~~Waiver requests shall be renewed annually by the parent/guardian. (Education Code 310)~~

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English proficiency using the state's designated English language proficiency test for initial identification. (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as a English learner and until he/she is redesignated as English proficient, the summative assessment of the state's designated English language proficiency test shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

The state assessment shall be administered in accordance with test publisher instructions and 5 CCR 11511-11516.6. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR 11516-11516.6.

Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan. If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR 11516-11516.7; 20 USC 1412)

(cf. 6152.51 – State Academic Achievement Tests)

(cf. 6159 – Individualized Education Program)

(cf. 6164.6 – Identification and Education Under Section 504)

The Superintendent or designee shall notify parents/guardians of their child's results on the state's English language proficiency assessment within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)

(cf. 5145.6 – Parental Notification)

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The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 440; 20 USC 6312)

- 1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program*
- 2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement*
- 3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:*
 - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction*
 - b. The manner in which the program will meet the educational strengths and needs of the student*
 - c. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards for grade promotion and graduation*
 - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable*
 - e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP*
- 4. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request*
- 5. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available*
- 6. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered*

Reclassification/Redesignation

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

The district shall continue to provide additional and appropriate educational services to English language learners for the purposes of overcoming language barriers until the English language learners have: (5 CCR 11302)

1. Demonstrated English language proficiency comparable to that of the district's average native English language speakers
2. Recouped any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English language learners shall be ~~redesignated~~ *reclassified* as fluent English proficient when they are able to comprehend, speak, read and write English well enough to receive instruction in the regular program and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The following measures shall be used to determine whether an English language learner shall be reclassified as fluent English proficient: (5 CCR 11303)

- ~~1. Assessment of English language proficiency utilizing the CELDT as the primary criterion, and objective assessment of the student's English reading and writing skills~~
1. *Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the state's English language proficiency assessment*
2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions
3. Parent/guardian opinion and consultation during a ~~redesignation~~ *reclassification* interview
4. Parents/guardians shall receive notice and a description of the ~~redesignation~~ *reclassification* process, including notice of their right to participate in the process. Parent/guardian participation in the process shall be encouraged
5. ~~Comparison of performance in basic skills, including performance on the English Language Arts section of the California Standards Test~~
5. *Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level*
6. ~~Objective data on the student's academic performance in English~~

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The Superintendent or designee shall provide subsequent monitoring and support for ~~redesignated~~ *reclassification* students, including but not limited to monitoring the performance of ~~redesignated~~ *reclassification* students in the core curriculum in comparison with their native-English speaking peers, monitoring the rate of ~~redesignation~~, *reclassification*, and ensuring correct classification and placement.

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether the student needs any additional academic support to ensure his/her language and academic success.

The Superintendent or designee shall develop a process to monitor the effectiveness of the district's program for English language learners. The district's program shall be modified as needed to help ensure language and academic success for each English language learner.

Advisory Committees

At the district level when there are more than 50 English language learners in the district and at each school with more than 20 English language learners, parent/guardian advisory committees shall be maintained to serve the advisory functions specified in law. (5 CCR 11308)

Parents/guardians of English language learners shall constitute committee membership in at least the same percentage as their children represent of the total number of students in the school. (Education Code 52176)

The district's English language advisory committee shall advise the Board on at least the following tasks: (5 CCR 11308)

1. The development of a district master plan of education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals and objectives for programs and services for English learners
4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures

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7. ~~Review of and comments on the written notification required to be sent to parents/guardians pursuant to 5 CCR 11300-11316~~

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

In order to assist advisory members in carrying out their responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan

(LCAP) in accordance with BP 0460-Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063;5 CCR 15495)

(cf. 0460 – Local Control and Accountability Plan)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

Regulation
approved: February 1, 2012
revised: August 23rd, 2017

OXNARD SCHOOL DISTRICT
Oxnard, California



OXNARD SCHOOL DISTRICT

1051 South “A” Street • Oxnard, California 93030 • 805/385-1501

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2017

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

January	18	Regular Board Meeting (Note: only ONE meeting in January)
February	1	Regular Board Meeting
	15	Regular Board Meeting
March	1	Regular Board Meeting
	15	Regular Board Meeting
April	19	Regular Board Meeting (Note: only ONE meeting in April)
May	3	Regular Board Meeting
	17	Regular Board Meeting
June	7	Regular Board Meeting
	21	Regular Board Meeting
July		District Dark – No meeting in July
August	2	Regular Board Meeting
	23	Regular Board Meeting
September	6	Regular Board Meeting
	20	Regular Board Meeting
October	4	Regular Board Meeting
	18	Regular Board Meeting
November	1	Regular Board Meeting (Note: only ONE meeting in November)
December	6	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

The meeting schedule shown above is subject to change at any time.

NOTE: Changes are indicated in italics/bold.

Board Approved: 12-7-16

Mission: “Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.”