OXNARD SCHOOL DISTRICT

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

AGENDA #1
REGULAR BOARD MEETING

Wednesday, August 8, 2018

5:00 p.m. – Study Session

Closed Session to Follow

7:00 PM - Regular Board Meeting

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

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

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

www.oxnardsd.org

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

Section A
PRELIMINARY

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

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

ROLL CALL:
Madrigal Lopez ___, Robles-Solis ___, O'Leary ___, Morrison ___, Cordes ___

A.2 Pledge of Allegiance to the Flag

Ms. Ginger Shea, Manager of Special Programs, will introduce Marcie Acosta and David Giran 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 Alise Gonzales and Kortez Williams. Then will be read in Spanish by Kaylin Esquivel.

A.4 Presentation: 2018 Writing & Science Camp - Summer School Program

Ms. Ginger Shea, Manager of Special Programs, will provide a short presentation to the Board regarding the 2018 Writing and Science Camp - Summer School Program. Following the presentation President Cordes will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Adoption of Agenda *(Superintendent)*

Moved:
Seconded:
Vote:

ROLL CALL VOTE:
Madrigal Lopez ___, Robles-Solis ___, O'Leary ___, Morrison ___, Cordes ___

A.6 Study Session – Communications Update *(Morales/Letitia Austin)*

The Board of Trustees will receive a presentation on the Communication Services.

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

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

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

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

Section A
PRELIMINARY
(continued)

A.8 Closed Session

1. Pursuant to Section 54956.9 of *Government Code*:
   - Conference with Legal Counsel – Anticipated Litigation: 1 case
   - Conference with Legal Counsel – Existing Litigation: 2 cases
     - Office of Administrative Services Case No. OAH 2018060351
     - J.R. et. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

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

3. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code:*
   - Conference with Labor Negotiator:
     Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernández & Sawhney, LLP
     Association(s): OEA, OSSA, CSEA; and All Unrepresented Personnel – Administrators, Classified Management, Confidential

4. Pursuant to Section 54956.8 of the *Government Code:*
   - Conference with Real Property Negotiators (for acquisition of new school site):

Property:	Parcel located on Teal Club Road, North of Teal Club Road, South of Doris Avenue.
Agency Negotiators:	Superintendent/Assistant Superintendent, Business & Fiscal Services/ Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.
Negotiating Parties:	Dennis Hardgrave on behalf of the property owners.
Under Negotiations:	Instruction to agency negotiator on price and terms.

5. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
   - Public Employee(s) Discipline/Dismissal/Release

A.9 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.10 Report Out of Closed Session

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

A.11 Announcement of New Administrators to the Board of Trustees *(Dr. Morales)*

Administration will introduce the following administrators in a new position, to the Board of Trustees:

- Erica Ragan, Assistant Principal at Haydock
- Teresa Ruvalcaba, Assistant Principal at Lemonwood

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

Section B
PUBLIC COMMENT/HEARINGS

B.1 Public Comment (3 minutes per speaker)

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

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

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

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

Section C
CONSENT AGENDA

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

Moved:
Seconded:
Vote:

ROLL CALL VOTE:
Madrigal Lopez ____, Robles-Solis ____, O'Leary ____, Morrison ____, Cordes ____

C.1 Agreements

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

Academic:

- #18-33 Ellevation Education, to provide professional development to teachers in the Oxnard School District during the 2018-2019 school year on the use and deployment of the Ellevation software; amount not to exceed $17,000.00; to be paid with Title I funds. — DeGenna/ Batista
- #18-55 Oxnard Performing Arts & Convention Center, agreement for the 8th Grade Promotion Ceremonies for Frank, Fremont and Haydock Academies to be held at the Oxnard Performing Arts & Convention Center on Thursday, June 13, 2019; amount not to exceed $3,904.00, to be paid from the Unrestricted General Fund. — DeGenna

Enrichment:

- #18-56 Oxnard Performing Arts & Convention Center, agreement for the Oxnard Education Foundation along with the Oxnard School District to host an event to acknowledge students who scored within the top 5 percentile district wide in the California Assessment of Student Performance and Progress CAASPP test. The Awards of Excellence Ceremony will be held on Wednesday, October 17 and Thursday, October 18, 2018, at the Oxnard Performing Arts & Convention Center; amount not to exceed $5,847.00, to be paid from the General Fund. — DeGenna
- #18-58 Learning for Living, Inc., to facilitate a community building staff workshop focused on culture, connections and the importance of working well together. This will be a combination between two schools, Marshall (an existing K-6), and Driffill (an existing K-8), as Marshall transitions to a K-8. The workshop for 100 teachers will be held on Tuesday, August 14, 2018 at Marshall School; amount not to exceed $5,000.00, to be paid with Title I funds. — DeGenna/ Flores Beck

Support Services:

- #18-37 Child Development Resources of Ventura County, Inc. (CDR), agreement for the purpose of supplying breakfast and lunch meals to the students in the CDR Head Start programs at Sierra Linda and Harrington Schools during the 2018-2019 school year. The term of the agreement is for one year commencing on August 27, 2018. — Penanhoat/ Lugotoff
- #18-41 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 2018-2019 school year. Group substance abuse counseling sessions will be conducted based on a need factor; amount not to exceed $30,000.00, to be paid with Title 1 funds. — DeGenna/ Ridge

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

Section C
CONSENT AGENDA
(continued)

***C.1 Agreements** (continued)*

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

Support Services (continued)**:**

- #18-42 Diane Turini-Mize, LMFT, SEP, to assess and treat students whose inappropriate school behavior affects his/her classroom learning. Her extensive training in complex trauma resolution addresses those classroom behaviors which impact the student's academic achievement and the learning of others; amount not to exceed $92,000.00, to be paid with MAA funds. — DeGenna/ Ridge
- #18-43 Gold Coast K9 will provide six K9 visits per month for ten months at Haydock, Frank and Fremont Middle Schools as well as one K9 visit per month for ten months at Chavez, Curren, Driffill, Kamala, Lemonwood and Soria Schools for a total of 120 K9 safety check visits for the Oxnard School District during the 2018-2019 school year; amount not to exceed $24,000.00, to be paid from the General Fund. — DeGenna/ Ridge
- #18-46 Action Preparedness Training to provide CPR and First Aid training to teachers and support staff as needed for the 2018-2019 school year. Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years; amount not to exceed $4,500.00, to be paid from General Fund. — DeGenna/ Ridge
- #18-47 DrumBus, LLC will focus on students in grades 5 and 7 with a therapeutic drum program delivered by trained program facilitators at the school site within the mobile music classroom known as the "Drum Bus". The program will utilize the evidenced-based program "Beat the Odds" from UCLA's Center for the Healing Arts; amount not to exceed $75,000.00, to be paid as follows: $20,000.00 LCFF/PBIS, $25,000.00 MAA, and $30,000.00 Title 1 funds. — DeGenna/ Ridge
- #18-50 CABE 2 - Inspire Program will provide professional development to parents in the Oxnard School District during the 2018-2019 school year. The CABE 2 - Inspire Program works with parents to increase their knowledge about schooling to ensure that parents have vital information about high-quality educational options for their children; amount not to exceed $22,000.00, to be paid with Title 3 funds. — DeGenna/ Batista

C.2 Ratification of Agreements

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

Academic:

- #18-49 California Department of Education – Child Development Division Contract, agreement formalizes services to be provided in accordance with Funding Terms and Conditions of the California State Preschool contract #CSPP-8670. Funding allows for the operation of 7 state preschool sites. Program operates for 180 days and follows the Oxnard School District calendar. $1,421,883.00 funding to the Oxnard School District to operate State Preschool Program. — DeGenna/ Thomas

Enrichment:

- #18-40 Mad Science of Los Angeles to provide Oxnard School District Special Education students with fun and educational assemblies focused on Science and Engineering practices during extended school year; amount not to exceed $4,800.00, to be paid with Special Education funds. — DeGenna/ Sugden

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

Section C
CONSENT AGENDA
(continued)

C.2 Ratification of Agreements *(continued)*

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

Facilities:

- #18-27 Ventura County Office of Education for Use of Facilities, prior to the 2007-08 fiscal year, the Administration received a request from the Ventura County Superintendent of Schools Office for the use of one classroom and set of restrooms at Cesar Chavez School to be used for County Special Education Programs. VCOE paid OSD $8,000.00 annually for the use of said facilities. Effective the 2014-15 fiscal year, the program was relocated to Ritchen School. The facilities used by VCOE are one classroom and one co-ed ADA compliant restroom. There is no change to the annual cost to VCOE; no fiscal impact to the Oxnard School District. — Penanhoat

Special Education:

- #17-284 Autism Learning Partners LLC Exceptional Educational Consultants Inc., to work with the Special Education Services Department to provide 1:1 Behavior Support Services to students, parents, and staff during the 2017-2018 academic year, in the amount of $10,000.00. Services included Focused ABA Services, Social Skills Instruction, ABA Progress Reporting, Training & Development, transition planning for students demonstrating progress, and positive collaboration with schools, parents and staff. Amendment # 1 is required to cover additional costs incurred for embedded services, social skills groups/classes and professional training and development through the 2017-2018 fiscal year, in the amount not to exceed $60,000.00, for a total agreement amount of $70,000.00, to be paid out of Special Education Funds. — DeGenna/ Sugden
- #17-316 Ventura County Office of Education, Special Circumstances Paraeducator Services (SCP), ratify service agreements with 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; amount not to exceed $18,090.80, to be paid with Special Education funds. — DeGenna/ Sugden
- #18-44 Tutorific! will provide additional instruction to students selected or assigned by Special Education Services for tutoring outside of the normal school day; amount not to exceed $38,000.00, to be paid with Special Education funds. — DeGenna/ Sugden
- #18-45 Behavior Insights Inc., will provide consultant services to Oxnard School District, Special Education Services, assist in the overall goal of building in-house capacity within the Oxnard School District in the area of behavior intervention and programming. An overall assessment of district needs in the area of applied behavior analysis (ABA) will be done. These services will be used to create an extensive district training protocol that will be used to train existing and new district personnel in the area of behavior analysis during the 2018-2019 school year; amount not to exceed $100,000.00, to be paid with Special Education funds. — DeGenna/ Sugden
- #18-53 Art Trek Inc., will work with the Special Education Services, to provide Art Trek site instructors for Grades K-8 for four weeks during extended school year; amount not to exceed $9,820.00, to be paid with Special Education ESY funds. — DeGenna/ Sugden

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

Section C
CONSENT AGENDA
(continued)

C.2 Ratification of Agreements *(continued)*

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

Support Services:

- #18-25 Ventura County Office of Education (VCOE), Oxnard School District will enter into an agreement with VCOE for the purpose of supplying breakfast and lunch meals for the County program at Dwire School. This is a standard renewal of an ongoing contract. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating. — Penanhoat/ Lugotoff
- #18-26 Ventura County Office of Education (VCOE), Oxnard School District will enter into an agreement with VCOE for the purpose of supplying breakfast and lunch meals for the county program at James Foster School, located on the Frank Intermediate School campus. This is a standard renewal of an ongoing contract. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating. — Penanhoat/ Lugotoff
- #18-32 Ventura County Office of Education (VCOE), Oxnard School District enters into an agreement with VCOE for the purpose of supplying breakfast and lunch meals for the county program at Ritchen School. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating. — Penanhoat/ Lugotoff
- #18-36 El Centrito, Oxnard School District is entering into an agreement with El Centrito for the purpose of supplying lunch meals to the students in their preschool programs. Meals are to be prepared in the Haydock and Ramona kitchens or, if necessary, at any other mutually agreed-upon location, during the 2018-19 school year. The term is for one calendar year commencing on July 1, 2018. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating. — Penanhoat/ Lugotoff
- #18-37 Child Development Resources of Ventura County, Inc. (CDR), Oxnard School District is entering into an agreement with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to the students in the CDR Head Start programs at Sierra Linda and Harrington Schools during the 2018-19 school year. The term is for one calendar year commencing on August 27, 2018. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating. — Penanhoat/ Lugotoff
- #18-38 Continuing Development, Inc. (CDI), Oxnard School District is entering into an agreement with Continuing Development, Inc. for the purpose of supplying daily snacks to the students in the CDI preschool program at Harrington School during the 2018-19 school year. The term is July 1, 2018 to June 30, 2019. CDI will reimburse the District for the cost of the snacks provided. — Penanhoat/ Lugotoff
- #18-39 Ventura Unified School District explains and confirms the agreement between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium, and the Oxnard School District. The federal guidelines for identification of student funding for Indian Education have changed, and therefore, the number of students who can be served in the program has also changed. Oxnard School District has 18 students for whom federal funds will be received by the Ventura County Indian Education Consortium for the 2018-19 school year. In order to continue to provide the services as outlined in the Agreement/MOU, Oxnard School District is required to match the amount of federal funds provided; amount not to exceed $4,265.64 (matching funds), to be paid with Title I funds. — DeGenna

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

Section C
CONSENT AGENDA
(continued)

***C.2 Ratification of Agreements** (continued)*

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

Support Services:

- #18-48 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 2018-2019 fiscal year. The purpose is to support staff in the successful implementation of the PBIS CHAMPS approach; amount not to exceed $98,350.00, to be paid from the General Fund, per LCAP Goals. — DeGenna/ Ridge
- #18-51 Mixteco/Indigena Community Organizing Project (MICOP) - Case Management, Resource & Referral. This agreement formalizes Family Strengthening programming objectives, service levels, measures for success, and implementation strategies that will guide the efforts of MICOP in the delivery of Case Management, Resource & Referral services specifically to the Mixteco community. Term of the agreement is July 1, 2018 through June 30, 2019; amount not to exceed $119,165.00 to be paid out of First 5/Oxnard Neighborhood for Learning Fund. — DeGenna/ Thomas
- #18-52 Mixteco/Indigena Community Organizing Project (MICOP) – Aprendiendo con Mama y Papa. This agreement formalizes programming objectives, service levels, measures for success, and implementation strategies that will guide the efforts of MICOP in the delivery of Aprendiendo con Mama y Papa workshop services specifically to the Mixteco community. Term of the agreement is July 1, 2018 through June 30, 2019; amount not to exceed $27,457.00 to be paid out of First 5/Oxnard Neighborhood for Learning Fund. — DeGenna/ Thomas

***C.3 Approval and Adoption of the June 2018 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program** (Morales/Penanhoat/CFW)*

The Master Construct and Implementation Program will be funded through the use of Measure "R" and "D" funds, available local developer fees, and State modernization and new construction grants. Overall funding has been adjusted to approximately $459.9 million. The increase is the result of the additional projected developer fees. Proposed uses have been adjusted to provide previously Board approved increases to current projects due to specific project construction needs and required professional services. Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. It is the recommendation of the District's Superintendent and the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board accept and adopt the June 2018 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program, and that the Board direct staff and CFW to proceed with adjustments to the program for immediate implementation.

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.4 Approval of Work Authorization Letter #7 to Construction Testing & Engineering (CTE) Inc., to Provide a Full-Time Deputy Inspector to Assist at the Elm Street Elementary School Reconstruction Project *(Penanhoat/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 which include Special Inspections and Material Testing. At the start of construction, concerns were raised that the Project Labor Agreement (PLA) restricted the onsite duties of the DSA Inspector of Record (IOR). After several discussions with the District's PLA Administrator, 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 to supplement the IOR to perform these duties. The Deputy Inspector services will be a Time and Material (T&M) based contract and is projected to last approximately 8 months. The fee is estimated at $116,203.00, to be paid out of the Master Construct and Implementation Funds.

C.5 Approval of Work Authorization Letter #11 ("WAL #11") for Agreement #13-131 for Rincon Consultants Inc. to Provide Environmental Support Services for the Ramona Elementary School Kindergarten Flex Project *(Penanhoat/Fateh/CFW)*

The DSA certifications for past projects at Ramona were resolved by the Architect on June 5, 2018. Consequently, the GMP for this project is now being developed. WAL #11 provides for DTSC required pre-construction soils testing for contaminates by Rincon Consultants Inc., as the hygienist for the project. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve WAL #11 to Agreement #13-131 with Rincon Consultants Inc. to provide soil analysis for the Ramona Elementary School Kindergarten Flex Project. WAL #11 to Agreement #13-131 includes additional soil analysis in the amount of $9,959.00, to be paid out of the Master Construct and Implementation Funds.

C.6 Approval of Work Authorization Letter #14 with ATC Group Services LLC (ATC), for as Needed Hazardous Materials Testing and Oversight for the Duration of the Lemonwood Reconstruction Project *(Penanhoat/Fateh/CFW)*

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL#14 for Master Agreement #13-135 with ATC Group Services LLC. The environmental support services will be completed for a lump sum fixed fee of $26,127.00, to be paid out of the Master Construct and Implementation Funds.

C.7 Approval of Work Authorization Letter #14 to Earth Systems Southern California to Provide Geotechnical Engineering Services and Materials Inspection and Testing Services during Construction for the Kinder-Flex Facility at Ramona Elementary School *(Penanhoat/Fateh/CFW)*

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #14 for Master Agreement #13-122 with Earth Systems. Earth Systems is being tasked with providing Geotechnical Engineering, and Materials Inspection and Testing Services during Construction for Ramona for a lump sum fixed fee of $21,400.00, to be paid out of the Master Construct and Implementation Funds.

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

Section C
CONSENT AGENDA
(continued)

C.8 Ratification of Change Order No. 012 to Construction Services Agreement #15-198 with Swinerton Builders to Adjust Costs for the Lemonwood K-8 School Reconstruction *(Penanhoat/Fateh/CFW)*

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 012 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 $738,042.19, to be paid out of the Master Construct and Implementation Funds.

C.9 Ratification of Change Order No. 013 to Construction Services Agreement #15-198 with Swinerton Builders to Adjust Costs for the Lemonwood K-8 School Reconstruction *(Penanhoat/Fateh/CFW)*

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 013 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 $251,429.65, to be paid out of the Master Construct and Implementation Funds.

C.10 Ratification of Change Order No. 001 to Construction Services Agreement #17-139 with Ardalan Construction Company Inc. to Adjust Costs for the Harrington ECDC Project *(Penanhoat/Fateh/CFW)*

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 001 to Construction Services Agreement #17-139 with Ardalan Construction Company Inc. to provide Construction Services related to the Harrington ECDC Project; amount not to exceed $110,211.44, to be paid out of the Master Construct and Implementation Funds.

C.11 Ratification of Change Order No. 002 to Construction Services Agreement #17-139 with Ardalan Construction Company Inc. to Adjust Costs for the Harrington ECDC Project *(Penanhoat/Fateh/CFW)*

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 002 to Construction Services Agreement #17-139 with Ardalan Construction Company Inc. to provide Construction Services related to the Harrington ECDC Project; amount not to exceed $60,143.72, to be paid out of the Master Construct and Implementation Funds.

C.12 Approval of Change Order No. 001 to Construction Services Agreement #17-209 with Viola Constructors Inc. to Adjust Costs for the Kinder/Flex Project at Brekke Elementary School *(Penanhoat/Fateh/CFW)*

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 001 to Construction Services Agreement #17-209 with Viola Constructors Inc. to provide Construction Services related to the Kinder/Flex Project at Brekke Elementary School; amount not to exceed $45,806.12, to be paid out of the Master Construct and Implementation Funds.

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

Section C
CONSENT AGENDA
(continued)

C.13 Approval of Change Order No. 001 to Construction Services Agreement #17-212 with Viola Constructors Inc. to Adjust Costs for the Kinder/Flex project at McAuliffe Elementary School *(Penanhoat/Fateh/CFW)*

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 001 to Construction Services Agreement #17-212 with Viola Constructors Inc. to provide Construction Services related to the Kinder/Flex Project at McAuliffe Elementary School; amount not to exceed $417,326.08, to be paid out of the Master Construct and Implementation Funds.

C.14 Approval of Change Order No. 001 to Construction Services Agreement #17-218 with Viola Constructors Inc. to Adjust Costs for the Kinder/Flex Project at Ritchen Elementary School *(Penanhoat/Fateh/CFW)*

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 001 to Construction Services Agreement #17-218 with Viola Constructors Inc. to provide Construction Services related to the Kinder/Flex Project at Ritchen Elementary School; amount not to exceed $52,166.36, to be paid out of the Master Construct and Implementation Funds.

C.15 Approval of Change Order No. 002 to Construction Services Agreement #17-218 with Viola Constructors Inc. to Adjust Costs for the Kinder/Flex Project at Ritchen Elementary School *(Penanhoat/Fateh/CFW)*

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 002 to Construction Services Agreement #17-218 with Viola Constructors Inc. to provide Construction Services related to the Kinder/Flex Project at Ritchen Elementary School; amount not to exceed $326,979.90, to be paid out of the Master Construct and Implementation Funds.

C.16 Approval of Escrow Agreement #18-57 for Security Deposit in Lieu of Retention – McKinna Elementary School Reconstruction Project *(Penanhoat/Franz)*

It is the recommendation of the Director, Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Escrow Agreement #18-57 between Bernards, US Bank National Association, and Oxnard School District, for the retention earnings for the McKinna Elementary School Reconstruction Project, Agreement #17-41 for the duration of the project.

C.17 Adoption of Resolution #18-05 California Department of Education - Child Development Division Contract #CSPP-8670 *(DeGenna/Thomas)*

It is the recommendation of the Director, Curriculum, Instruction and Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Resolution #18-05 with the California Department of Education – Child Development Division.

C.18 Approval of State Preschool Parent Handbook for 2018-2019 *(DeGenna/Thomas)*

It is the recommendation of the Assistant Superintendent Educational Services, and the Director of Curriculum, Instruction and Accountability, that the Board of Trustees approve the State Preschool Parent Handbook for 2018-2019.

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.19 Approval of Amendment #1 to Agreement #18-22 with DecisionInsite, LLC *(Penanhoat/Briscoe)*

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation that the Board of Trustees approve Amendment #1 to Agreement #18-22 with DecisionInsite, LLC; amount not to exceed $3,295.00, to be paid out of the General Fund.

C.20 Ratification of the District's Submission of the 2018-19 Consolidated Application for Funding *(Penanhoat/Crandall Plasencia)*

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees ratify the District's submission of the 2018-2019 Consolidated Application for Funding. Submission of application makes the district eligible for federal categorical funds for the 2018-19 fiscal year.

C.21 Ratification of Field Contract #FC-P19-00629 – David Atkin Construction Inc. *(Penanhoat/Fateh)*

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Field Contract #FC-P19-00629 with David Atkin Construction Inc., in the amount not to exceed $37,741.00, to be paid with Deferred Maintenance Funds.

C.22 Interfund Transfer *(Penanhoat)*

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board approve the following interfund transfer from General Fund, as submitted.

C.23 Purchase Order/Draft Payment Report #18-01 *(Penanhoat/Franz)*

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #18-01 as submitted.

C.24 Enrollment Report *(Penanhoat)*

District enrollment as of June 14, 2018 was 16,549. This is 230 less than the same time last year. Information only.

C.25 Approval of Destruction of Records *(Penanhoat/Franz)*

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

C.26 Approval of the 2017-18 Quarterly Report on Williams Uniform Complaints; Fourth Quarter *(Vaca)*

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2017-18 Quarterly Report on Williams Uniform Complaint; fourth quarter, as presented.

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.27 Establish/Abolish/Increase/Reduce Hours of Positions *(Nair)*

It is the recommendation of the Director, Classified Human Resources, that the Board of Trustees approve the establishment, abolishment, and the increase or reduction in hours for classified positions, as submitted.

C.28 Personnel Actions *(Vaca/Nair)*

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.

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

Section D
ACTION ITEMS

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

D.1 Approval of Amendment #1 to Agreement #16-138 Cumming Construction Management, Inc. *(Penanhoat/Fateh)*

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees approve Amendment #1 to Agreement #16-138 with Cumming Construction Management, Inc., amount not to exceed $4,520.00, to be paid out of Proposition 39 funds.

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

ROLL CALL VOTE:
Madrigal Lopez ____, Robles-Solis ____, O'Leary ____, Morrison ____, Cordes ____

D.2 Reimbursement for Teacher Substitute at Rio School District *(Penanhoat)*

Board of Trustees member Denis O'Leary, a classroom teacher at Rio Elementary School District, attended the "Read Across America" activities in Oxnard School District on March 2, 2018 and the Lemonwood School soft opening on March 8, 2018. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve reimbursement to Rio School District as stipulated by Education Code Section 44987.3. Reimbursement is requested in the amount of $271.92 to be paid from the General Fund.

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

ROLL CALL VOTE:
Madrigal Lopez ____, Robles-Solis ____, O'Leary ____, Morrison ____, Cordes ____

D.3 Approval of Variable Term Waivers for Bilingual Authorization for 2018-19 *(Vaca)*

There is a current shortage of bilingual teachers in the State of California. The District is recommending that the Board of Trustees approve this action item for Variable Term Waivers, as described under Education Code 44253.3, for the 2018-19 school year beginning August 14, 2018 until the following employees take and pass the Spanish California Teacher of English Learners examinations and obtain a bilingual authorization. It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waivers for bilingual authorization for the 2018-19 school year, as presented.

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

ROLL CALL VOTE:
Madrigal Lopez ____, Robles-Solis ____, O'Leary ____, Morrison ____, Cordes ____

D.4 Declaration of Need for Fully Qualified Educators for the 2018-19 School Year *(Vaca)*

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the Declaration of Need for Fully Qualified Educators for the 2018-2019 school year and authorize its submission to the State of California Commission on Teacher Credentialing.

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

ROLL CALL VOTE:
Madrigal Lopez ____, Robles-Solis ____, O'Leary ____, Morrison ____, Cordes ____

Note: No new items will be considered after 10:00 p.m. in accordance with 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 adopt for a first reading:

Revision BP & AR 5113	Students ABSENCES AND EXCUSES	DeGenna

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

OSD BOARD AGENDA ITEM

Name of Contributor: Letitia Austin Date of Meeting: 8-8-18

A. Preliminary ____
Study Session X
Report ____
B. Hearing: ____
C. Consent Agenda ____
Agreement Category:

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

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

Communications Update (Dr. Morales/Letitia Austin)

The Public Information Officer (PIO) will provide an overview regarding the district's Strategic Communication Plan and the efforts put in place to meet District Goal Two: *Improve Communication with Parents, Community and Staff* of the District Vision, Mission, and Goals & Objectives.

FISCAL IMPACT: None.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees accept this item as presented.

ADDITIONAL MATERIAL: PowerPoint presentation

District Communications Update

Letitia Austin, MBA
Public Information Officer

School Communication

- School communication is a dynamic part of education success
- School communication plays an important role in the type and quality of parent/community involvement
- An effective Public Relations program promotes planned, ongoing, two-way communication between the school and the community.
- School communication helps to build an honest relationship between the school and its various stakeholders

District Vision, Mission and Goals & Objectives

District Goal Two: *Improve Communication with Parents, Community and Staff*

Objectives:

- 2.1 Develop a Strategic Communication Plan ensuring that all segments of the District's stakeholders are reached.
- 2.2 Promote school site accomplishments and programs.
- 2.3 Ensure parent participation in school and district meetings, advisory committees and School Site Councils.
- 2.4 Develop feedback loop opportunities for parents, community and staff.
- 2.5 Continue to implement Cultural Proficiency, Positive Behavior Intervention Support and Restorative Justice.
- 2.6 Develop plan to improve customer service districtwide.

LCAP Action 3.6

- California School Dashboard - Priority 3: Parent Engagement
- Create a Public Information Officer (PIO) position to gather and disseminate information pertaining to district events, activities, programs and initiatives.
- Manage media, social media and online presence, community and public relations
- Enhance the Parent Engagement local indicator as measured on the California Dashboard

Strategic Communication Plan

- Present a clear and concise framework for communicating with our school community.
- The Plan primarily addresses two types of school district audiences:
  - Internal - Students, Staff, Governing Board
  - External - Parents/Guardians, Parent Orgs, Business Community, Elected City Officials, Elected State and Federal Legislators, Civic Groups, Community Groups, Education - Other school districts and local colleges & universities, Private Schools, Electronic Media (i.e. website, social media sites, email, newsletters, etc.), Print Media (i.e. newspapers, flyers, posters, banners, etc.)

Strategic Communication Plan

- The Superintendent's Office and PIO implement and manage community relations, publications, marketing, and offer leadership on all comprehensive communication services and strategies for the district under the direct supervision of the Superintendent.

- Two driving questions for every program or activity should be:

1. How does this benefit our students?
2. How do we communicate it to our stakeholders?

Goals/Objectives

- Plan to provide ongoing training and support for administrators in effective communication with staff and public
- Provide regular information regarding districtwide activities
- Create a system to encourage flow of information from parents/community to the district
- Publish and distribute informational pieces

Goals and Objectives

- Communicate with civic, community, and religious groups
- Be visible in the community and attend community organization meetings and events
- Promote the successes of OSD staff

Methods/Tools

The PIO identifies the communication tools that are most widely accepted and preferred by the community served through routine assessments and makes adjustments accordingly.

Our current communication methods are:

Electronic Communication

- ✓ District and school websites
- ✓ OSD Mobil App
- ✓ Carousel in District lobby
- ✓ District and school social media sites

Methods/Tools

- Facebook @OxnardSchoolDistrict
- Twitter @OxnardSD
- Instagram @OxnardSchoolDistrict
- Nextdoor ▶ Oxnard School District

Download the FREE Oxnard SD App

- View news stories
- Access school and staff info
- View calendar info
- Receive important alerts

Google play

Available on the App Store

Website: OxnardSD.org

Methods/Tools

Traditional Media: As more people gather their news and information from online sources, the role of traditional media (television, newspapers, radio) still plays an important role in our society

Blackboard Connect: This very important school communication tool provides the district with the ability to send out:

- ✓ Important notifications
- ✓ Emergency notifications
- ✓ Reminders

Blackboard allows for information to go out quickly and efficiently to parents, staff, and the community on various platforms at the same time.

Methods/Tools

Printed Materials

- ✓ Community, district, and school flyers featuring events and activities (digital flyers and print flyers).
- ✓ Internal OSD e-newsletter disseminated to all staff
  - June 2018
- ✓ External OSD e-newsletter disseminated to all parents and key-communicators.
- ✓ Brochures to highlight district programs or provide general district information.
- ✓ Communications from the Superintendent—as needed.

Digital Flyer Platform

- ✓ Centralized platform that reduces time spent aggregating flyers from multiple sources
- ✓ Sends flyers as images both to inboxes AND landing pages for each school site
- ✓ Follows WCAG 2.0 A & AA standards
- ✓ Organized approval management for reviewing community organizations
- ✓ Allows parents to click to sign up
- ✓ Tracks metrics on every flyer sent
- ✓ Removes flyers automatically upon expiration

peachjar eflyers

Parents, don't forget to look for your flyer from your school.

On your school's website!

Office Assistant II
Lorena Paz
lpaz@oxnardsd.orgl

School Office Hours:
7:30 AM-4:00 PM
Student School Day:
TK/K (Monday through Friday)
8:00 am-1:27 pm
Grades 1st-5th
(Mon,Tues,Thurs,Fri) 8:00 am-2:20 pm
Early Dismisal 8:00 am-1:27 pm
Bell Schedule

Announcements

Brekke School Family Tech Night this week! All Grades Wednesday 6 p.m.

Congratulations* Student *Council Nadia H. president, Auston N. vice-president, Rylan G. Treasurer, Emani G. Historian, Bianca Z. Secretary

Student's Quiz Reports Home Connect Renaissance Learning Home Connect

peachjar eflyers

Site Shortcuts

Download the FREE Oxnard SD App

Dolphin News

English Language Proficiency Assesments ELPAC

CHAMPS at Brekke

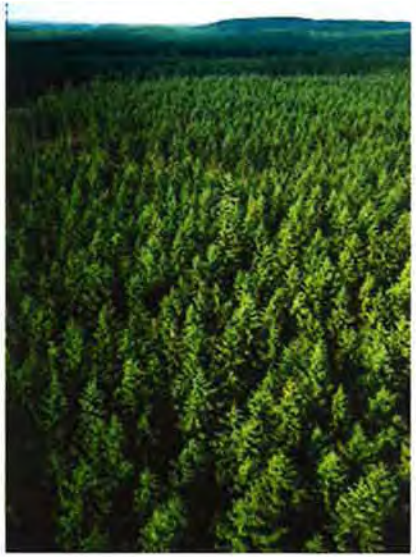
Calendar

Digital Flyer Platform

How are we doing so far?

209 Flyers Sent 2017-18 SY

(Timeframe: February 1, 2018 – June 14, 2018)



35

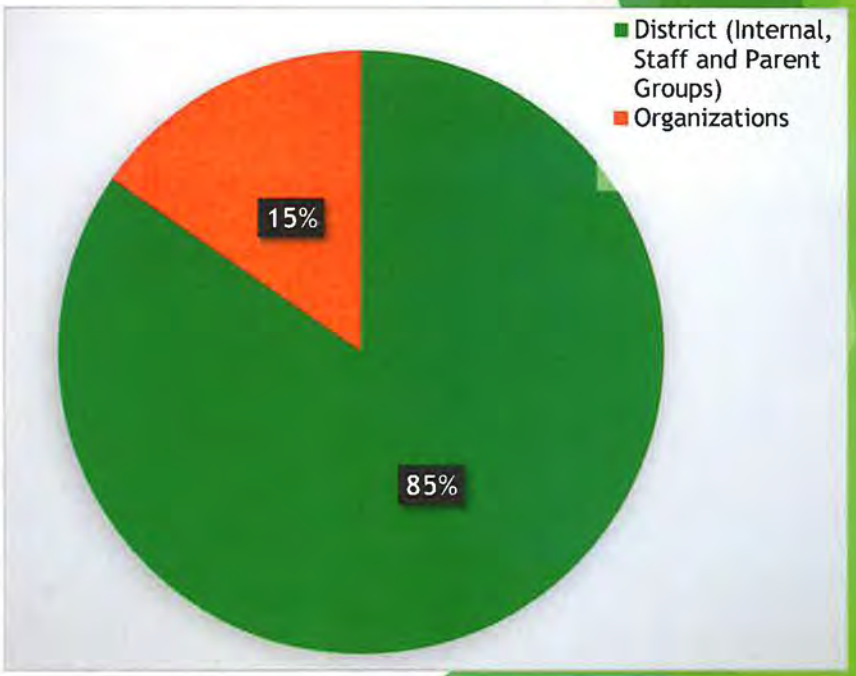
Trees Saved

291,386

Sheets of Paper Saved

USEAGE

(Timeframe: February 1, 2018 – June 14, 2018)



Digital Flyer Platform

How are we doing so far?

Highest Open Rate

45.3%

Sierra Linda School

Lowest Open Rate

28.3%

District Office

Highest Flyer Sends Per School

6

Schools With Zero Flyer Sends

11

Digital Flyer Platform


Attention Parents:

Our School Needs Your Email Address

Info Request: Our school needs an email address for each student's custodial parent/guardian to send school information electronically.

Please support this effort by confidentially sharing your email address.

Please fill out the information below and return it to school if you do not already have parent/guardian email addresses on file.

Student's Name: _____ Grade: _____

Parents' or Guardian's Email Addresses:

Email #1: _____ for Parent/Guar

Email #2: _____ for Parent/C

Email #3: _____ for Parent

peachjar e-flyers

Parents, don't forget to look for your flyer from your school.

EDUCATE · INSPIRE · EMPOWER
Empowering All Children to Achieve Excellence
OXNARD SCHOOL DISTRICT

Accessibility and Accountability

- Benchmarking
- Focus Groups
- Surveys
- Matrix
- Interpersonal Contac

OSD Public Information/Public Relations

Archives available on OSD website:

- ✓ Responsible Use of Social Media: Tips for Students & Parents
- ✓ Strategic Communication Plan
- ✓ Media Coverage (2017-18 SY)
- ✓ News Releases (Archives)
- ✓ E-newsletters
- ✓ Digital Media Team (DMT) Program

New! Digital Media Team Program

OSD Digital Media Team (DMT) Program

- Digital Media Team member is the "man/woman on the scene" (school site) to capture information and share it on social media.
- DMT member is the school principal and/or principal's designee for managing social media and app notifications– to spread "good news" and information about school events.
- DMT members are considered collaborative partners who work with school leaders, parent volunteers, counselors, etc. to help tell the good news about their schools.
- DMT will work with the district's PIO to share information on multiple platforms.
- DMT is NOT a crisis communicator.

Contact Information

Ms. Letitia Austin, M.B.A.

Public Information Officer/Public Relations

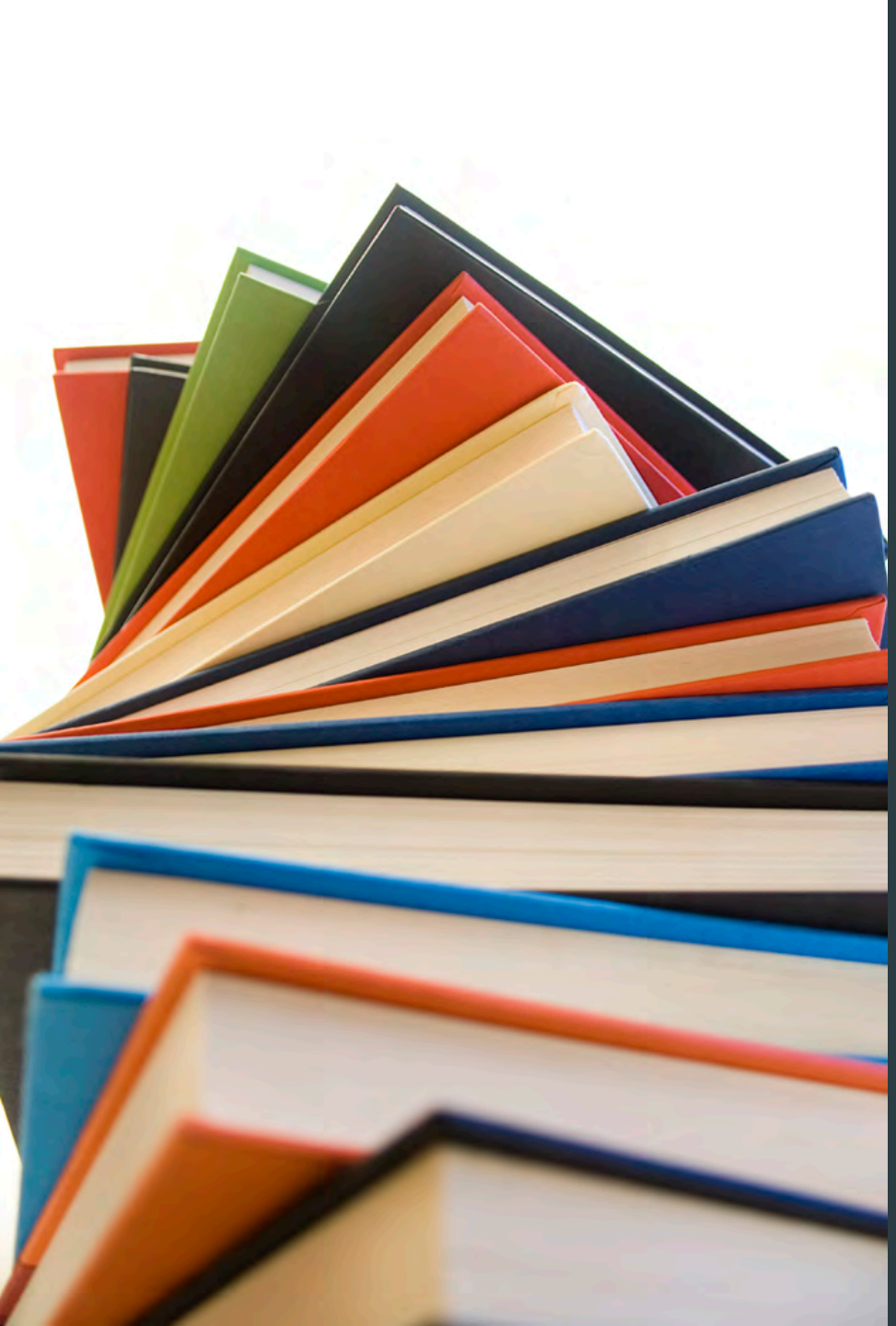
Office of the Superintendent

laustin@oxnardsd.org

(805) 385-1501, ext. 2129 (office)

(805) 746-0155 (cell)


Questions?



District Communications Update

Letitia Austin, MBA

Public Information Officer

School Communication

- School communication is a dynamic part of education success
- School communication plays an important role in the type and quality of parent/community involvement
- An effective Public Relations program promotes planned, ongoing, two-way communication between the school and the community.
- School communication helps to build an honest relationship between the school and its various stakeholders

District Vision, Mission and Goals & Objectives

District Goal Two: *Improve Communication with Parents, Community and Staff*

Objectives:

- 2.1 Develop a Strategic Communication Plan ensuring that all segments of the District's stakeholders are reached.
- 2.2 Promote school site accomplishments and programs.
- 2.3 Ensure parent participation in school and district meetings, advisory committees and School Site Councils.
- 2.4 Develop feedback loop opportunities for parents, community and staff.
- 2.5 Continue to implement Cultural Proficiency, Positive Behavior Intervention Support and Restorative Justice.
- 2.6 Develop plan to improve customer service districtwide.

LCAP Action 3.6

- California School Dashboard - Priority 3: Parent Engagement
- Create a Public Information Officer (PIO) position to gather and disseminate information pertaining to district events, activities, programs and initiatives.
- Manage media, social media and online presence, community and public relations
- Enhance the Parent Engagement local indicator as measured on the California Dashboard

Strategic Communication Plan

- Present a clear and concise framework for communicating with our school community.

- The Plan primarily addresses two types of school district audiences:

  - Internal – Students, Staff, Governing Board

  - External – Parents/Guardians, Parent Orgs, Business Community, Elected City Officials, Elected State and Federal Legislators, Civic Groups, Community Groups, Education – Other school districts and local colleges & universities, Private Schools, Electronic Media (i.e. website, social media sites, email, newsletters, etc.), Print Media (i.e. newspapers, flyers, posters, banners, etc.)

Strategic Communication Plan

- The Superintendent's Office and PIO implement and manage community relations, publications, marketing, and offer leadership on all comprehensive communication services and strategies for the district under the direct supervision of the Superintendent.

- Two driving questions for every program or activity should be:

1. How does this benefit our students?
2. How do we communicate it to our stakeholders?

Goals/Objectives

- Plan to provide ongoing training and support for administrators in effective communication with staff and public
- Provide regular information regarding districtwide activities
- Create a system to encourage flow of information from parents/community to the district
- Publish and distribute informational pieces

Goals and Objectives

- Communicate with civic, community, and religious groups
- Be visible in the community and attend community organization meetings and events
- Promote the successes of OSD staff

Methods/Tools

The PIO identifies the communication tools that are most widely accepted and preferred by the community served through routine assessments and makes adjustments accordingly.

Our current communication methods are:

Electronic Communication

- ✓ District and school websites
- ✓ OSD Mobil App
- ✓ Carousel in District lobby
- ✓ District and school social media sites

Methods/Tools

- Facebook @OxnardSchoolDistrict
- Twitter @OxnardSD
- Instagram @OxnardSchoolDistrict
- Nextdoor
- Oxnard School District

Download the FREE Oxnard SD App

- View news stories
- Access school and staff info
- View calendar info
- Receive important alerts

Google play

Available on the App Store

Website: OxnardSD.org

Methods/Tools

Traditional Media: As more people gather their news and information from online sources, the role of traditional media (television, newspapers, radio) still plays an important role in our society

Blackboard Connect: This very important school communication tool provides the district with the ability to send out:

- ✓ Important notifications
- ✓ Emergency notifications
- ✓ Reminders

Blackboard allows for information to go out quickly and efficiently to parents, staff, and the community on various platforms at the same time.

Methods/Tools

Printed Materials

- ✓ Community, district, and school flyers featuring events and activities (digital flyers and print flyers).
- ✓ Internal OSD e-newsletter disseminated to all staff
  - June 2018
- ✓ External OSD e-newsletter disseminated to all parents and key-communicators.
- ✓ Brochures to highlight district programs or provide general district information.
- ✓ Communications from the Superintendent—as needed.

Digital Flyer Platform

- ✓ Centralized platform that reduces time spent aggregating flyers from multiple sources
- ✓ Sends flyers as images both to inboxes AND landing pages for each school site
- ✓ Follows WCAG 2.0 A & AA standards
- ✓ Organized approval management for reviewing community organizations
- ✓ Allows parents to click to sign up
- ✓ Tracks metrics on every flyer sent
- ✓ Removes flyers automatically upon expiration

On your school's website!

Announcements

Brekke School Family Tech Night this week! All Grades Wednesday 6 p.m.

Congratulations **Student** ***Council*** *Nadia H. president, Auston N. vice-president, Rylan G. Treasurer, Emani G. Historian, Bianca Z. Secretary*

Student's Quiz Reports **Home** **Connect** Renaissance Learning Home Connect

Site Shortcuts

Download the FREE Oxnard SD App

Dolphin News

English Language Proficiency Assesments ELPAC

CHAMPS at Brekke

Office Assistant II
Lorena Paz
lpaz@oxnardsd.orgl

School Office Hours:
7:30 AM-4:00 PM
Student School Day:
TK/K (Monday through Friday) 8:00 am-1:27 pm
Grades 1st-5th (Mon,Tues,Thurs,Fri) 8:00 am-2:20 pm
Early Dismisal 8:00 am-1:27 pm
Bell Schedule

peachjar eflyers

Calendar

Digital Flyer Platform

How are we doing so far?

209 Flyers Sent 2017-18 SY

(Timeframe: February 1, 2018 – June 14, 2018)

35

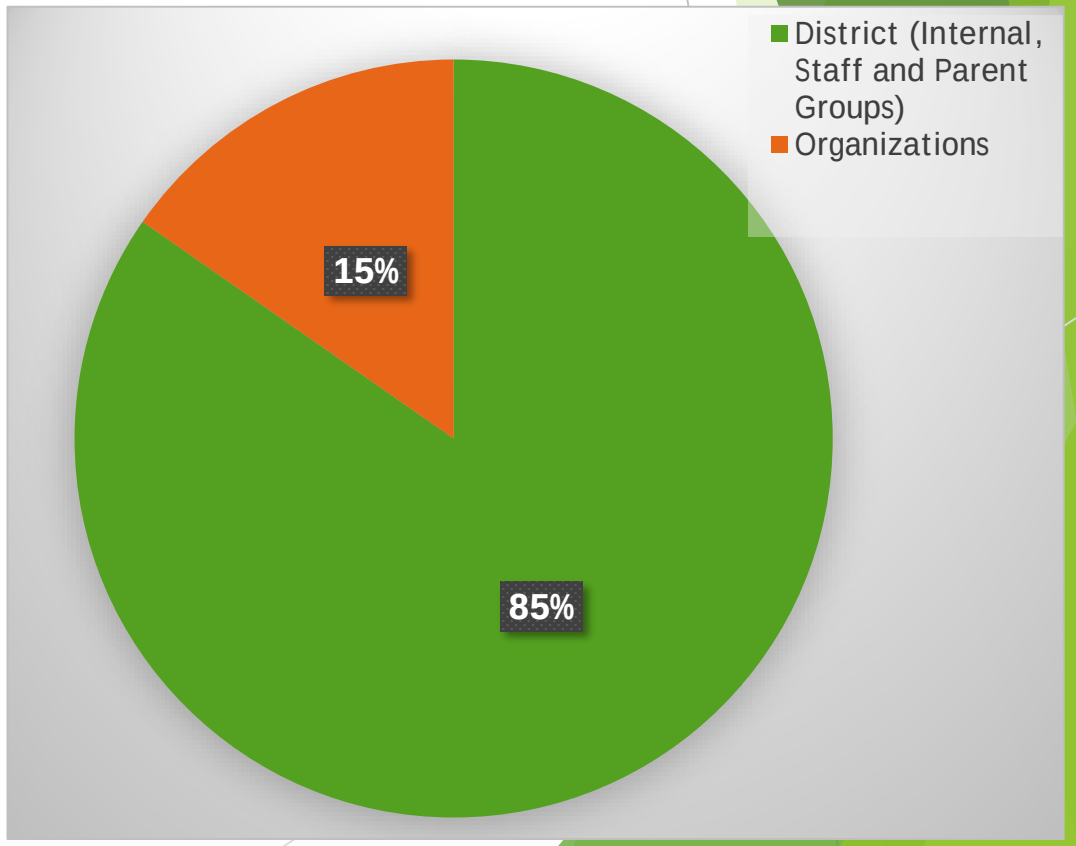
Trees Saved

291,386

Sheets of Paper Saved

USEAGE

(Timeframe: February 1, 2018 – June 14, 2018)



Digital Flyer Platform

How are we doing so far?

Highest Open Rate

45.3%

Sierra Linda School

Lowest Open Rate

28.3%

District Office

Highest Flyer Sends Per School

6

Schools With Zero Flyer Sends

11

Digital Flyer Platform

Attention Parents:

Our School Needs Your Email Address

Info Request: Our school needs an email address for each student's custodial parent/guardian to send school information electronically.

Please support this effort by confidentially sharing your email address.

Please fill out the information below and return it to school if you do not already have parent/guardian email addresses on file.

Student's Name: _____ Grade: _____

Parents/ or Guardian's Email Address(es): _____ for _____ Parent/Guardian Name

Email #1: _____ for _____ Parent/Guardian Name

Email #2: _____ for _____ Parent/Guardian Name

Email #3: _____

HOORAY!

peachjar

WE ARE USING e-FLYERS!

now easier than ever to receive information about opportunities for your child!

rd School District is using Peachjar as our electronic flyer communication tool. Electronic flyers are **rectly to your email inbox & posted to the school's website**! Look for the Peachjar button on site's homepage.

ld like to receive school e-flyers, we need to make sure we have your email address. Check ool office. To view current flyers, click on the Peachjar button on the school's website.

Benefits of Receiving Peachjar Emails:

y to inbox- no oping they'll come home in a backpack!

Access flyers while on the go and sign up for programs and events with just the click of a button!

Programs sent through Peachjar can help your child build lifelong skills like leadership and self-esteem!

Easily share program flyers via social media to encourage your child's friends to participate!

Helpful Tips:

- You can scroll through all flyers from your school and community organizations within your email
- Be sure to check your school's Peachjar page for any flyers you may have missed via email
- Click on the 'Learn More' or the 'Register' buttons for more information about the program or event

peachjar

peachjar eflyers

Parents, don't forget to look for your flyer from your school.

Accessibility and Accountability

- Benchmarking
- Focus Groups
- Surveys
- Matrix
- Interpersonal Contac

OSD Public Information/Public Relations

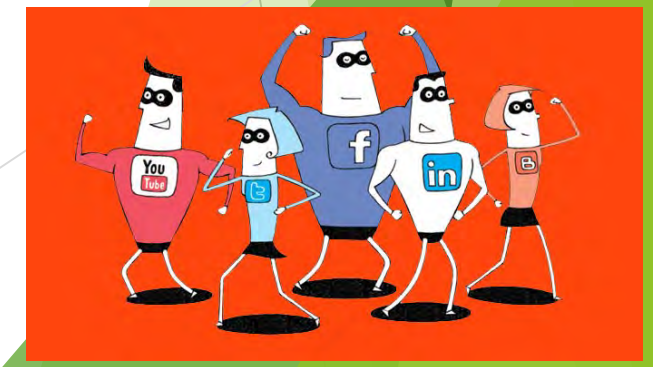
Archives available on OSD website:

- ✓ Responsible Use of Social Media: Tips for Students & Parents
- ✓ Strategic Communication Plan
- ✓ Media Coverage (2017-18 SY)
- ✓ News Releases (Archives)
- ✓ E-newsletters
- ✓ Digital Media Team (DMT) Program

New! Digital Media Team Program

OSD Digital Media Team (DMT) Program

- Digital Media Team member is the "man/woman on the scene" (school site) to capture information and share it on social media.
- DMT member is the school principal and/or principal's designee for managing social media and app notifications— to spread "good news" and information about school events.
- DMT members are considered collaborative partners who work with school leaders, parent volunteers, counselors, etc. to help tell the good news about their schools.
- DMT will work with the district's PIO to share information on multiple platforms.
- DMT is NOT a crisis communicator.



Contact Information

Ms. Letitia Austin, M.B.A.

Public Information Officer/Public Relations

Office of the Superintendent

laustin@oxnardsd.org

(805) 385-1501, ext. 2129 (office)

(805) 746-0155 (cell)


Questions?

OSD BOARD AGENDA ITEM

Name of Contributor: Ana DeGenna **Date of Meeting:** 8/8/18

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

Approval of Agreement #18-33, Ellevation Education (DeGenna/Batista)

Ellevation Education will provide professional development to teachers in the Oxnard School District for the 2018-2019 school year on the use and deployment of their Ellevation software.

FISCAL IMPACT:

Not to exceed $17,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-33 with Ellevation Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-33, Ellevation Education (21 Pages)
Certificate of Insurance (1 Page)

OSD AGREEMENT #18-33

Ellevation Order Form and Customer Agreement

This Order Form, which incorporates Ellevation's online Terms and Conditions (located at ellevationeducation.com/legalnotices) (together, the "Agreement") is made between the customer named below ("Customer") and Ellevation Inc., having an address at 38 Chauncy St, Boston MA 02111 ("Ellevation"), and sets forth the terms and conditions on which Ellevation will supply Products to Customer.

Ellevation Education Cynthia Sicairos-Hartley cynthiah@ellevationeducation.com 617-307-5755 38 Chauncy St, 9th Floor, Boston, MA 02111	Oxnard School District, CA Marlene Batista mbatista@oxnardsd.org (805) 385-1501 Educational Service Center 1051 South A Street, Oxnard, CA, 93030

Annual Subscription Fees

		Subscription Total:	

Service Fees

Product	Quantity	Unit Price	Total Fees
Training - In Person $3,000.00 Per day	4	$3,000.00	$12,000.00
Ellevation Academy 1) Ellevation Academy - webinars hosted at convenient, regular intervals over the course of the year. Users will engage in a live instructor-led environment with other districts. 2) On-Demand Learning Courses - which provide self-guided exploration and practice with Ellevation through short videos.	1	$5,000.00	$5,000.00
		Services Total:	**$17,000.00**

Total Investment

Subscription Total:	**$0.00**
Services Total:	**$17,000.00**
Grand Total:	**$17,000.00**

Invoicing Schedule: Annual Payment Term: 30 days Contract Term: 12 months

Ellevation

Customer Statement of Work-2

2018

Oxnard School District

Submitted by:

Ellevation Inc.
PO Box 961870
Boston, MA 02196

Table of Contents

Program Information

Oxnard School District (OSD) Information	
Customer Name:	**Oxnard School District**
Program Name:	Ellevation Education
(OSD) Director ELL Programs	Dr. Marlene Batista
Program Information	
Ellevation Engagement Director:	Sergio Flores
Ellevation Implementation Manager:	Danielle Biselli
SOW Duration:	12 Months
Anticipated Start Date:	9/1/18
Anticipated End Date:	8/31/19

I. Overview

This Customer Statement of Work ("SOW") is made pursuant to the Agreement dated September 1, 2018 between Ellevation and Oxnard School District ("Customer"). This Customer Statement of Work #2 including (collectively referred to as the ("SOW-2") shall describe in detail the scope of the Services for the next period of the Agreement term. The terms and conditions of the Agreement are deemed incorporated herein by this reference. The products and Services to be provided by Ellevation pursuant to this SOW-2 and the Agreement are sometimes referred to herein collectively as the "Program." The term of this SOW-2 shall commence on the Effective Date and shall terminate on August 31, 2019, or later if mutually agreed by the Parties in writing.

II. Introduction and Purpose

The purpose of this SOW-2 is to outline the scope and completion criteria for the ongoing support of Ellevation. Our processes are based on success, building on a collaborative relationship between our Customer and our Partner Support Organization. Your Ellevation Engagement Director (ED) will continue to provide direction, oversight, communication, and project execution to support both the Ellevation team and your OSD team in moving the project forward.

Your Ellevation Implementation Manager will continue to work closely with the OSD to provide project planning and product specialist consulting. Day-to-day product related questions will be managed by the Ellevation Help Desk. This will ensure that all issues are tracked and can be resolved quickly and efficiently.

Year two (2) will provide the opportunity to reflect on the progress made in year one (1), assess OSD priorities, and set new goals for implementation. The phases for implementation in year 2 may overlap and in some cases may also be cyclical depending upon the scheduled deployment of particular features. Ellevation's Partner Support Organization (PSO) utilizes a six-phase implementation process with clearly defined steps, deliverables, and timeframes. A detailed overview of the implementation process for year 2 is delineated below:

Please read through this SOW-2 entirely to gain an understanding of the expected scope, Ellevation deliverables, and any Customer responsibilities.

III. Customer Goals

Dr. Batista and members of the OSD team articulated the following goals for the implementation of Ellevation:

1. EL leads will analyze multiple pieces of data and monitor language proficiency growth in order to create groups and provide targeted instruction based on student needs.
2. EL leads will use Ellevation to streamline and conduct reclassification meetings for 100% of students meeting exit criteria. In addition, users will leverage the exit center to monitor progress for all students missing criteria in order to determine validity of exit measures and provide targeted support to ensure timely and appropriate reclassification.
3. Classroom teachers will complete monitoring forms for 100% of RFEP students during the Spring. In addition, EL leads will review flagged forms and follow up with 100% of classroom teachers within four weeks of the form due date, in order to address flagged concerns and identify next steps to ensure RFEP students are appropriately supported.

IV. Scope and Schedule

This Statement of Work (SOW-2) describes the work, deliverables, and services to be provided in program year 2. Services shall be based on the deliverables agreed to between the parties and further described in this document. Precise dates will be reflected in the weekly status report provided by Ellevation and the associated meeting agendas. This SOW-2 references specific service deliverables. These dates are dependent on various factors and may change the delivery schedule if certain conditions arise.

SOW-2 does not include items or issues yet to be identified that may or may not result in changes to scope that have not yet been vetted through the discovery process. Any such items would only be added to SOW-2 via the change control process noted in Appendix C of this document.

Time Period	Focus Area(s)	Deliverable Description	Completion Criteria	Owner(s)	Evidence or Output
May 2018	General	Create SOW for the new contract year.	Ellevation and OSD approve and sign the SOW.	Ellevation and OSD	Signed Statement of Work (SOW-2)
May 2018	General	Create Professional Development Plan to support the rollout of in person/online trainings.	Ellevation, in collaboration with OSD, outlines the rollout, delivery, and scope of training.	Ellevation and OSD	Completed and signed Training Plan.
Aug./ Sept. 2018	Ellevation Collaborate Training	Deliver in person training for key platform users across sites on Collaborate. Provide users with resources to support classroom teachers to use Collaborate for monitoring.	OSD platform users will participate in Collaborate training. Training will provide users with resources to support classroom teachers across sites to use Collaborate in order to meet OSD goals.	Ellevation and OSD	Collaborate training has been delivered and participants support classroom teachers to use Collaborate.
Sept. 2018	Monitoring	Confirm all monitoring settings, due dates and configurations.	OSD reviews numbers of students who should appear	Ellevation and OSD	All RFEP (monitored) students are

			in the Bird's Eye and confirms they are present.		appearing in the Monitoring Bird's Eye.
Sept. 2018	Monitoring	Assign monitoring forms to all OSD RFEP students.	All RFEP forms will be automatically assigned and teachers will receive notification e-mails.	Ellevation and OSD	All appropriate forms are assigned and teachers have received assignment e-mails.
Sept. 2018	Monitoring	Monitor the completion of RFEP forms.	All assigned forms are submitted and digital reminders are sent as need be.	OSD	Monitoring Bird's Eye Displays that all assigned forms have moved into the "submitted" bucket.
Sept. 2018	New School Year	Ensure that all new students have an updated status based on assessments.	As students are screened, their EL status is assigned in the SIS and loaded into Ellevation.	Ellevation and OSD	All new students are present in Ellevation and their statuses are updated on an ongoing basis.
Sept.. 2018	Reclassification	Student data (ELPAC) is uploaded and then reviewed using Ellevation's Exit Center and Student List.	All ELPAC data files utilized for reclassification purposes have been uploaded and their assessment data has been analyzed.	Ellevation and OSD	A master set of student's being considered for reclassification is created.
Sept. 2018	Reclassification	Teachers' input on the reclassification process will be gathered.	Teachers will be assigned monitoring forms to provide input on students' academic performance and eligibility for reclassification.	Ellevation and OSD	All eligible ELs have been reviewed by teachers and input has been captured.
Sept. 2018	Reclassification	EL team will conduct reclassification meetings.	EL team review all students eligible for reclassification and the forms completed by teachers making reclassification decisions.	Ellevation and OSD	A list of students who will be reclassified is generated.
Oct. 2018	Reclassification	Students' status changed.	All students who have been qualified for reclassification will have their statuses changed from EL to RFEP in SIS.	Ellevation and OSD	Recently reclassified students will show with their updated status in Ellevation.
Oct. 2018	Compliance	Perform Census Day Counts.	OSD reviews student counts by designation and primary language. This date occurs on the first Wednesday of October.	Ellevation and OSD	Partner submits Census Day counts for Fall 1 CALPADS submissions.
Jan. 2019	ELP Assessment Data	ELPAC administered.	OSD assesses all current, active ELs on ELPAC.	OSD	Scores are available and loaded into

					Ellevation for all EL students.
March 2019	Monitoring	Confirm all monitoring settings, due dates and configurations.	OSD reviews numbers of students who should appear in the Bird's Eye and confirms they are present.	Ellevation and OSD	All RFEP (monitored) students appear in the Monitoring Bird's Eye.
March 2019	Monitoring	Assign monitoring forms to all OSD RFEP students.	All RFEP forms will be automatically assigned and teachers will receive notification e-mails.	Ellevation and OSD	All appropriate forms are assigned and teachers have received assignment e-mails.
March 2019	Monitoring	Monitor the completion of RFEP forms.	All assigned forms are submitted and digital reminders are sent as need be.	OSD	Monitoring Bird's Eye Displays that all assigned forms have moved into the "submitted" bucket.
April 2019	Student Data	SBAC Administered.	OSD administers the SBAC Math and ELA assessments to all eligible students.	OSD	All EL students take the SBAC with appropriate supports
May 2019	Student Data	Determine a plan for how student data will be managed over the summer.	Ellevation and OSD determine the best process for managing student data over the summer.	Ellevation and OSD	Plan is executed by OSD staff.
June 2019	Training	Training plan is developed for the 2018-2019 school year.	OSD and Ellevation determine the timeline and scope of trainings to be administered throughout the 2018-19 school year.	Ellevation and OSD	Training dates are secured for the 2018-2019 school year.
June 2019	General	Create a SOW for the new contract year.	OSD approves and signs the SOW.	Ellevation and OSD	Signed Statement of Work (SOW-3).
June 2019	ELP Testing	All annual ELPAC scores are received and loaded.	Ellevation receives 2017 ELPAC scores and loads the files.	Ellevation and OSD	ELPAC scores are available throughout Ellevation for use.
July 2019	Database Maintenance	Add/deactivate platform users and teachers.	Ellevation and OSD confirm that the necessary personnel have access to the database.	Ellevation and OSD	Users are updated in database.
July 2019	New School Year	Update the Program year in Ellevation.	Ellevation communicates process for updating the Program Year in the database. OSD updates Program year.	Ellevation and OSD	Program year is updated in database, goal year default is updated, testing year default and programs coming from the SIS data

					file are displayed in Ellevation as the current school year.
July 2019	Database Maintenance	Load SBAC scores and all EOY assessment data from the 2018-2019 school year.	OSD data team sends all data files to be uploaded. Ellevation data team loads the files and standardized test scores are available in Ellevation.	Ellevation and OSD	Standardized and formative test scores are available throughout the Ellevation database.

Appendix A: General Assumptions

1. An Ellevation Implementation Manager, Engagement Director, and Training Manager will be assigned based on confirmed start date and will be available for completion of implementation items as outlined in this Customer Statement of Work.
2. Implementation services will be delivered remotely as a standard. In the event that the Customer requests additional onsite meetings or if travel is necessary for any reason, travel costs may be billed to the Customer at actual amounts.
3. Customer will comply with all data format specifications required to load data into Ellevation.
4. Customer will provide data and information requested by Ellevation in a timely and efficient manner.
5. The Ellevation ED and IM will provide the appropriate procedures, guidelines, standards, reference materials, and system/application documentation to the Customer.
6. The Ellevation ED and IM will facilitate access to the appropriate Ellevation personnel necessary to complete the implementation of Ellevation.
7. Customer training should be requested at least four (4) weeks in advance of the desired training date if at all possible.
8. Upon receipt of Customer training request, Ellevation will confirm training dates within five (5) business days or suggest alternate dates.
9. Upon confirmation of training dates, Customer will provide a list of all expected training participants no later than one week prior to the scheduled training date. The list of participants should include first name, last name, role, school/<INSERT DISTRICT INITIALS HERE>, and email address.
10. All Customer data must be loaded and QA'd at least two (2) weeks in advance of Customer training. If data has not been QA'd and validated, Ellevation reserves the right to postpone training. This reflects the importance of training educators using actual and accurate student data.
11. Training that is rescheduled at the Customer's request within three (3) weeks of a confirmed training date may result in additional travel costs, and travel costs may be billed to the Customer.
12. Any changes to the scope or timelines of the project must first be reviewed and approved by the Ellevation IM and the Customer Implementation Project Lead prior to changes being made to

the project plan.

Appendix B: Deliverables Acceptance and Billing Procedure

This Customer Statement of Work outlines Ellevation deliverables for each phase of the implementation project in the Ellevation Objectives and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure.

Deliverables Acceptance:

System support and troubleshooting does not apply to these acceptance criteria and will follow standard Ellevation technical support channels.

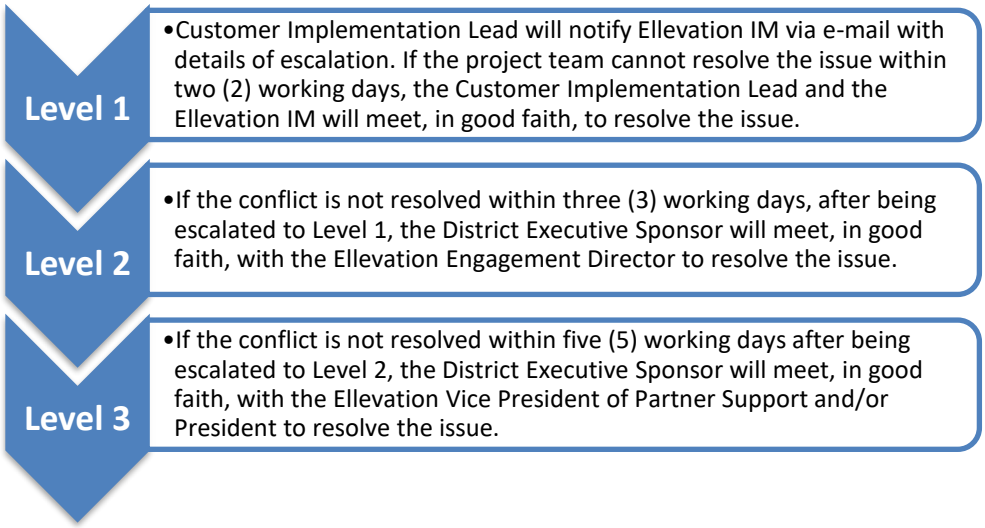
- Deliverable will be submitted or delivered to the Customer Implementation Project Lead or designated Customer implementation team member. It is the Customer Implementation Project Lead's responsibility to review and accept deliverable as complete.
- Within four (4) business days of completion of each implementation project phase, the Customer Implementation Project Lead will either accept the deliverables or provide the Ellevation IM a written list of objections, if any. If no response from the Customer Implementation Project Lead is received within four (4) business days, then the deliverables will be deemed accepted, unless the Customer requests in writing an extension.
- The Ellevation IM will consider the Customer's objections within the context of Ellevation's obligations within this Customer Statement of Work. Revisions agreed to by Ellevation will be applied, at which time the deliverables will be reviewed within four (4) business days and the Customer Implementation Project Lead either will accept the deliverables or provide the Ellevation IM a written list of objections, if any. If no response is received within four (4) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The process as described in this section shall be repeated as objections are being resolved until reaching a mutually satisfactory conclusion.
- The Customer's objections that are not agreed to by Ellevation will be managed in accordance with the Project Change Control procedures outlined in Appendix C.
- If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and Ellevation will follow the Escalation Procedure described in Appendix C.

Billing Procedure:

- All services are invoiced prior to project as outlined in this Customer Statement of Work (SOW). All invoices shall be paid within thirty (30) days of the date of the invoice (unless otherwise prescribed by local law).

Appendix C: Customer Escalation Procedure:

The following procedure will be followed if resolution is required to a conflict arising during the performance of this Customer Statement of Work. When a conflict arises between the Customer and Ellevation, the Program team member(s) will first strive to work out the problem internally. If a resolution cannot be reached, then the issue should be escalated according to the following



During any conflict resolution, Ellevation agrees to continue to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. The Customer agrees to continue to pay invoices per the Agreement for items not in dispute.

Appendix E: Signature Page

The Customer listed below understands and agrees to services as described in this Ellevation Implementation SOW-2:

Ellevation Implementation SOW-2
■■ **Customer: Oxnard School District** **Name:** Lisa A. Franz **Title:** Director, Purchasing **Signature:** _____ **Date:** _____ **(Authorized Signature)** **Company: Ellevation Inc.** **Name:** _____ **Title:** _____ **Signature:** _____ **Date:** _____ **(Authorized Signature)** ■■

Please return this signed document to your designated Ellevation Engagement Director.

Last Updated and Effective: March 20, 2018

Ellevation Platform Terms of Use

These Terms of Use apply only to the Ellevation platform used by educators of English language learners. These Terms of Use does not apply to the Ellevation website (https://ellevationeducation.com). Terms of Use for the Ellevation website may be found here https://ellevationeducation.com/legal-notices.

Ellevation, Inc. ("Ellevation," "we," "us") owns and operates the Ellevation platform (the "Services"). By accessing the Services, you ("End User") agree to be bound by these Terms of Use. In addition, you represent that you are 18 years of age or older, and are lawfully able to enter into this contract. If you have entered into this Agreement on behalf of your organization, you represent that you have the authority to bind that organization to these Terms of Use. You further represent that you have the right to upload all data that you provide on behalf of yourself and, where applicable, your employees, your organization, students and their parents or legal guardians.

If you do not have the necessary authority, or if you do not agree with these Terms of Use, then you may not use the Services. Use of these Services requires that you or your employer ("Customer") will have entered into a separate Contract with us. In the event of any discrepancy between these Terms of Use and the Contract, the Contract will prevail.

Services

Subject to the terms and conditions of our Contract with you or your employer, and payment of any applicable fees, the Services include a suite of productivity, collaboration and instructional software tools designed to help educators support English Language Learners ("ELLS") achieve their highest aspirations. We may, in our sole discretion, change or discontinue any features of the Services at any time and without liability to you.

Intellectual Property

You acknowledge that all Service trademarks, service marks and logos are owned by or licensed to Ellevation and are protected by copyright and other intellectual property rights, and that you have no rights to transfer or reproduce the Services, or prepare any derivative works with respect to, or to disclose confidential information pertaining to, the Services. This Agreement is not a sale and does not convey any rights of ownership in or related to the Service or Intellectual Property owned by Ellevation to you.

Ellevation represents and warrants that it owns or has the right to use all intellectual property required to provide the Services, including but not limited to any necessary trademark, copyright or patent rights. All right, title and interest in Ellevation's software solutions, tools and any other Ellevation materials furnished or made available hereunder, including, but not limited to all books, manuals, and reports produced or provided by Ellevation in connection with the Services, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by you regarding such solutions, tools, materials or the Services, if any, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Ellevation or its licensors and providers, as applicable. All rights not granted in this Agreement are reserved by Ellevation.

Ellevation acknowledges that all books, manuals, reports and other materials produced in connection with the Services or pursuant to this Agreement, together with any and all information disclosed to Ellevation are hereby acknowledged to be the exclusive property of the Customer, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of the Contract.

Registration

In order to register for membership with the Services, you represent and warrant that you have the legal authority to sign up for an account, under the direction of a Customer under Contract with Ellevation. During registration, you will be required to provide us with certain information in order for us to allow you to complete the registration process and to use certain features and functions of the

Services. You agree that you will register only on your own behalf, give us current, complete, truthful and accurate information about you and keep the information up to date.

Customer and End User Responsibilities

Customer and its End Users agree to provide true, accurate, current and complete information to create and maintain accounts, and are responsible for any and all activities that occur under their accounts. Customer and End Users are responsible for any and all activities that occur under their accounts. Customer and End Users shall: (i) maintain the confidentiality of their usernames and passwords; (ii) notify Ellevation immediately of any known or suspected unauthorized access or use of any password or account or any other known or suspected breach of security; (iii) report to Ellevation immediately and use reasonable efforts to stop immediately any known or suspected use of the Service inconsistent with the terms of the License provided herein; (iv) assure that their use of the Service shall at all times comply with all applicable local, state, federal, and international laws, regulations, and conventions, including without limitation those related to data collection, use, disclosure and privacy; international communications; and the exportation of technical or personal data; (v) assure that use of the Service shall at all times conform to the terms and conditions of this Agreement; and (vi) not impersonate another user of the Service or provide false identity information to gain access to or use the Service.

Privacy

Ellevation is committed to protecting the privacy of its users, and maintains a Privacy Policy that applies to the use of the Services and to information we may collect as part of your use of the Services.

Confidentiality of Student Records

As part of its Contract with Customers, Customers agree to appoint Ellevation as a “school official” as the term is used in the Family Educational Rights and Privacy Act (“FERPA”), 34 C.F.R. §99 et. seq., and determines that Ellevation has a “legitimate educational interest,” for the purpose of carrying out its

responsibilities under this Agreement. Ellevation agrees to be bound by the relevant provisions of FERPA, including that it will remain under the “direct control” of Customer with respect to its collection, use and handling of personally identifiable student data. Ellevation will use personally identifiable student data only to fulfill the Services in performance of its Contract, and, consistent with the provisions of the Contract, these Terms of Use and Privacy Policy, will only share personally identifiable student data with its third party partners as necessary to fulfill the Services in performance of this Agreement.

Response to Legal Requests for Data.

Ellevation’s Customers retain ownership and control of all their personally identifiable student data that Ellevation maintains. At no point is Ellevation the owner of such data, nor at any point does Ellevation control such data. In the event that Ellevation receives a court or other law enforcement request, including but not limited to an administrative subpoena or judicial warrant, for access to, use of, or inspection of Customer data, including Customer’s student data, wherever legally permissible, Ellevation will not act directly on such request, but will instead promptly refer such requests directly to Customer. To the extent Ellevation is legally required to provide the information requested prior to or in addition to such referral, wherever legally permissible Ellevation will promptly notify the Customer of the request and its intent to comply with the request.

Security

We are ISO 27002 compliant, an internationally recognized set of information security standards. As such, security measures to maintain the confidentiality, security, and integrity of the data entrusted to Ellevation have been deployed. These security measures, both technical and procedural, are continuously being monitored, tested, evaluated, and improved. We deploy commercially reasonable security precautions intended to protect against unauthorized access to any of our Customer data. We store data in secure server and cloud-based environments that use firewalls, VPNs, event logging, and other industry-standard protections in an effort to monitor and prevent access from outside intruders. We also encrypt the data in transit, require unique account credentials, and limit data access. Not all security risks are reasonably

foreseeable, however, and Ellevation is not responsible for the consequences of security incidents that are not reasonably foreseeable and not reasonably within its control.

Indemnification

To the extent permissible by law, you will defend and indemnify Ellevation and hold it and its affiliates, officers, directors, managers, employees, agents, vendors, merchants sponsors, providers, and licensors harmless from any and all claims, actions, demands, proceedings, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by them as a result of any claim, judgment, or adjudication related to or arising directly or indirectly from any or all of the following: (i) your use of the Services; (ii) any information you submit, post, or transmit through our Services; (iii) breach of any of your obligations, representations, or warranties in these Terms of Use; or (iv) your violation of any rights of another person.

DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. EXCEPT FOR ANY EXPRESS WARRANTY PROVIDED HEREIN, ELLEVATION AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR TITLE/NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.

ELLEVATION ASSUMES NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS ON THE SERVICES, ANY FAILURES, DELAYS OR INTERRUPTIONS IN THE SERVICES' ACCESSIBILITY, ANY LOSSES OR DAMAGES ARISING FROM THE USE OF THE SERVICES, ANY CONDUCT BY OTHER USERS ON THE SERVICES, OR UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES OR SERVERS.

Limitation of Liability

YOU UNDERSTAND AND AGREE THAT THE OWNER WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PRODUCTS, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF THE OWNER HAS BEEN ADVISED OF THE POSSIBILITIES OF THOSE DAMAGES, RESULTING FROM YOUR USE OR INABILITY TO USE THE SERVICES, CONTENT OR SOFTWARE, THE COST OF OBTAINING SUBSTITUTE SERVICES RESULTING FROM ANY LOSS OF DATA, INFORMATION, PRODUCTS OR SERVICES OBTAINED FROM PURCHASES OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES, OR STATEMENTS OR CONDUCT OF ANY THIRD PARTY, OR ANY OTHER MATTER RELATED TO THE SERVICES, CONTENT OR SOFTWARE. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO SUE THE OWNER OR ITS AFFILIATES DIRECTLY OR TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE SERVICES.

CERTAIN STATE JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Notices

Any notices to you from Ellevation regarding the Services or these Terms of Use will be posted on the Services or made by email or regular mail to the business contact of record for the Contract governing your use of the Services.

Applicable Law; Jurisdiction and Venue

We control our Services from our offices within the United States. We make no representation that the Content on our Services is appropriate, legal or available for use in other locations. Those who choose to access our Services from other locations do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Content in violation of United States export laws and regulations. Any claim relating to our Services, the services provided through our Services or the Content shall be governed by the laws of the Commonwealth of Massachusetts, without reference to its choice of law provisions. If there is a dispute between you and us, you expressly agree that exclusive jurisdiction and venue reside in the state and federal courts located in Boston, Massachusetts.

Bug Bounty

Ellevation does not currently offer any “bug bounty” program at this time for any reported computer, software, or network vulnerabilities. Any legitimate and valid reported security vulnerables will be greatly appreciated, but no compensation can be offered at this time.

Web Browser Support Matrix

Access to the platform requires the use of a web browser. Ellevation supports most modern web browser applications. The current list of support browsers and their version numbers are as follows. All others are classified as unsupported. Additionally, Ellevation cannot be expected to support all browser extensions. Browser extension compatibility, even for supported browsers, is the responsibility of the client.

Browser	Supported	Unsupported
Microsoft Edge	✔	
Microsoft IE v11	✔	
Microsoft IE less than v11		✔
Apple Safari v10 +	✔	
Apple Safari less than v10		✔
Google Chrome v56 +	✔	

Google Chrome less than v56		✔
Mozilla Firefox v51 +	✔	
Mozilla Firefox less than v51		✔
All others		✔

Supported: Ellevation performs full system testing against these third-party applications and verifies that all functions within the platform operate properly. Should any of these browsers fail to work within the platform, Ellevation will take all commercially reasonable steps to ensure that the platform works properly with these browser applications.
Unsupported: Unsupported browsers maybe end-of-life by the vendor, lack security fixes, or contain performance or technical issues which may impact the functionality or operation of platform service applications. While they might render the platform correctly, that is not guaranteed. Customer Support Help Desk will not investigate issues related to these browser applications.

Severability

If any of the part of these Terms of Use are determined to be invalid or unenforceable pursuant to applicable law, they will be severable from the remainder of this Agreement and will not cause the invalidity or unenforceability of the remainder of this Agreement.

Updates To These Terms

We may change these Terms of Use in the future. When we do, we will post a notice within the product and provide other notifications as required by law. If we make material changes to these Terms of Use, we will notify our primary Customer contact via the email address we have in our records and changes will become effective in 30 days after the “last updated” date at the top of this policy. Customers with concerns on any material changes should reach out to their account representative to have them addressed within this time.

Non-material changes will become effective when posted in Ellevation. The “last updated” date at the top of this policy indicates when it was last revised.

Waiver

Neither party will by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party will not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

If you have any questions regarding these Terms of Use, please contact us at:
Ellevation, Inc.
P.O. Box 961870
Boston, MA 02196
Phone: 617-307-5755
Fax: 617-812-5686

Alternatively, you can email us at: info@ellevationeducation.com

ELLEV-1 OP ID: MS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/10/2018

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

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

PRODUCER
Lanigan Insurance Group, Inc.
4200 Northside Pkwy NW B11-200
Atlanta, GA 30327-3079
John Lanigan, Jr

CONTACT NAME: John Lanigan, Jr
PHONE (A/C, No, Ext): 404-261-8942 FAX (A/C, No): 404-239-9408
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Company	22292
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ellevation, Inc.
PO Box 961870
Boston, MA 02196

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	X COMMERCIAL GENERAL LIABILITY			ODA9379498	11/29/2017	11/29/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ODA9379498	11/29/2017	11/29/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			ODA9379498	11/29/2017	11/29/2018	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED / X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Technology E&O			ODA9379498	11/29/2017	11/29/2018	Limit	3,000,000
A	Data Breach Covg.			ODA9379498	11/29/2017	11/29/2018	Aggregate	250,000

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.

CERTIFICATE HOLDER

OXNARDS

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
John Lanigan, Jr

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Approval of Agreement #18-55 – Oxnard Performing Arts & Convention Center (DeGenna)

This agreement is for the 8th Grade Promotion Ceremonies for Frank, Fremont and Haydock Academies which will be held at the PAC on Thursday, June 13, 2019 at the following designated times:

Thursday, June 13, 2019:

9:00am – R.J. Frank Academy of Marine Science & Engineering
12:00pm – Fremont Academy of Environmental Science & Innovative Design
3:00pm – Haydock Academy of Arts & Sciences

FISCAL IMPACT:

Not to Exceed $3,904.00 – Unrestricted General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-55 with the Oxnard Performing Arts & Convention Center.

ADDITIONAL MATERIALS:

Attached: Agreement #18-55, Oxnard Performing Arts & Convention Center (12 Pages)

PERFORMING ARTS AND CONVENTION CENTER
LICENSE AGREEMENT - THEATER

This Performing Arts and Convention Center License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this ***8th*** day of ***August 2018,*** by and between the Oxnard Performing Arts Center Corporation, a nonprofit corporation, ("PACC"), and ***"Oxnard School District"***, ("Licensee").

WHEREAS, PACC operates and maintains the Oxnard Performing Arts and Convention Center for use by various organizations, entities and persons for conventions, trade shows, exhibitions, theatrical performances, meetings, concerts, and similar activities; and

WHEREAS, PACC hereby desires to make the Oxnard Performing Arts and Convention Center Theater available to Licensee for a license fee.

NOW, THEREFORE, PACC and Licensee agree as follows:

1. Facilities Provided

a. PACC hereby authorizes Licensee to use the Oxnard Performing Arts and Convention Center Theater ("Theater") as more particularly LOCATED AT 800 Hobson Way, Oxnard, California 93030.

b. PACC agrees to provide Licensee with standard furnishings and equipment including heating, air conditioning, general lighting, use of the stage, dressing rooms and orchestra pit.

c. PACC agrees to provide Theater for Licensee's use including the following services: Necessary custodial services, utilities, general supervision by Stage Manager, one public address set-up with three microphones, and one lighting set-up.

d. PACC agrees to provide Licensee with the following special equipment/ supplies and personnel:

(1)	Equipment/Supplies	
	(a) Stage Lighting	$ 330.00
	(b) House Sounds	0.00
	(c) Stage Playback Monitors	45.00
	(d) Lectern/ Podium	0.00
	(e) Orchestra Chairs	0.00
	(f) Panasonic DLP Projector	130.00
	(g) Video Recording Permit	120.00
(2)	Personnel	
	(a) Stage Technicians	$ 1,764.00
	(b) House Manager	200.00
	(c) 2 Ushers	140.00

2. Coordination of Use

All uses of Theater are to be coordinated with the PACC Executive Director or designee ("Executive Director") and shall be under the general direction of Executive Director.

3. License Period

PACC agrees that Licensee may use the entire complex on the following dates, during the hours specified below:

Moving In: Thursday, June 13, 2019, 6:30 am

Moving Out: Thursday, June 13, 2019, 5:00 pm

Programs: Thursday, June 13, 2019, TBD

4. Reservation Fee

Licensee agrees to pay PACC a non-refundable reservation fee in the amount of $ ____to Executive Director. The PACC shall credit the reservation fee toward payment of other fees and charges owed by Licensee.

5. License Fee

a. Licensee agrees to pay PACC the following fees for the use of Theater and the use of any special equipment/supplies and personnel:

(1)	License Fee	$ 1,150.00
(2)	Equipment/Supplies	625.00
(3)	Personnel	2,104.00
(4)	Insurance	N/A
(5)	Non-Refundable Processing Fee	25.00
	TOTAL	**$3,904.00**

b. Licensee agrees to pay any addendum charges for additional services or equipment related to Licensee's use of the Theater. An estimate of any addendum charges is attached hereto as Exhibit A and incorporated herein by this reference. The actual addendum charges will be determined after the PACC has actually provided the services or equipment.

6. Gross Receipts Fees

If the license fee is based on gross receipts, gross receipts shall mean the total sums, exclusive of taxes, collected from patrons by Licensee.

7.e No Free Passese

Licensee may not issue free passes or admissions to Licensee's event without thee written consent of Executive Director.

8.e Maintenance of Recordse

Licensee shall maintain true and accurate records of receipts of admissions ande concession sales, if any, and shall satisfactorily and thoroughly account for the receipt thereof. Executive Director shall have the right to inspect such records.

9.e Proposed Evente

The event to be presented by Licensee shall consist of **"2019 8th Grade Promotion Graduations"**. Licensee's use of Theater shall be limited to the event as described herein.

10.e Fee for Admissione

a.e PACC agrees that Licensee may charge admission during the proposed use ofe Theater by Licensee.

b.e (1) Licensee agrees to include in the price of admission to Theater a Facilitye Restoration Fee of $1.00 per ticket for tickets priced $10.00 to $19.99, $2.00 per ticket for tickets priced $20.00 to $39.99, and $3.00 per ticket priced $40.00 and more. The Facility Restoration Fee is for the exclusive benefit of the PACC Facility Restoration Fund.

(2)e All advertising for Licensee's event at Theater shall include thee following statement: "A Facility Restoration Fee shall be added to each ticket.".

(3)e Licensee agrees, that for general admission events without tickets fore sale, Licensee shall pay a $.50 per admission Facility Restoration Fee as an addendum charge.

11.e Removal of Propertye

a.e Licensee agrees to remove from Theater, on or before **8:00 am** on the 14the day of **June 2019**, all property, goods, equipment, supplies and effects belonging to Licensee or caused by Licensee to be brought to Theater.

b.e If any such property is not removed by the above stated time, Licenseee authorizes Executive Director to sell the property in any manner Executive Director deems appropriate and to hold the proceeds from the sale for Licensee, less any costs incurred by PACC.

c.e Executive Director may, in his or her sole discretion, store, or cause to bee stored, any such property not removed by the above stated time. Licensee agrees to pay PACC

all costs associated with such storage.

12. PACC Not Liable For Licensee's Property

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to Theater either prior to, during, or subsequent to the use of Theater by Licensee, PACC and its officers, agents and employees shall act solely for the accommodations of Licensee; and neither PACC nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.

13. Handling of Funds

a. In the handling, control, custody and keeping of funds whether the funds are received through the PACC box office or otherwise, Licensee agrees that PACC is acting for the accommodation of Licensee, and as to such funds PACC shall not be liable to Licensee or to any other person for any loss, theft or defalcation thereof, whether such loss, theft, or defalcation is caused or done by officers, employees or agents of the PACC.

b. No PACC officer, employee or agent shall be liable for any loss, theft or defalcation of such funds unless PACC willfully causes or permits the same or unless the loss, theft or defalcation was caused by the gross negligence of an officer, employee or agent of PACC.

14. Prop Entrance

Licensee shall bring all prop articles, fixtures, materials, displays into or out of Theater only at such entrances as may be designated by Executive Director.

15. Care of Theater

Licensee will not drive any nails, screws, tacks, pins, or other objects into the floors, walls, ceilings, partitions, doors, door or window casings, or woodwork of Theater and will not in any manner change or move any of the fixtures of Theater except as may be authorized by Executive Director.

16. Electrical Work and Plans

Licensee shall file with Executive Director a description of all electrical work and a plan or description of any structures, or decorations to be erected for the event. Licensee will not construct or erect such electrical work, structures, or decorations without prior written approval by Executive Director.

17. Animals Prohibited

Licensee agrees that no domestic or wild animals or birds shall be taken into, or kept in or about Theater, or any part thereof, without the written consent of Executive Director.

18. Signs Require Permission

Licensee agrees that no signs or advertisements shall be placed in, on, or about Theater without the consent of Executive Director.

19. Televising Requires Permission

No event presented in Theater shall be broadcast, televised, or in any manner recorded for reproduction without the written consent of Executive Director.

20. Conduct of Persons

a. Licensee agrees to comply with all ordinances, statutes, rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted. Licensee shall provide adequate security protection to maintain order in and about Theater.

b. Licensee shall be solely responsible for the orderly conduct of all persons using Theater by invitation, either expressed or implied, during all times covered by this Agreement.

c. Licensee shall not permit intoxicated persons or alcoholic beverages at Theater by invitation, either expressed or implied, during all times covered by this Agreement.

d. PACC reserves the right to eject or cause to be ejected from Theater any person making loud, personal, impertinent, profane or slanderous remarks so as to disrupt an event at Theater.

21. Control of Theater

a. The keys to Theater shall at all times be in the possession and control of Executive Director. PACC shall lock and unlock the entrance and exits of Theater at such times as may be required for Licensee's use. Licensee, at its own expense, must at all times place proper security at all entrances and exits when the same are unlocked.

b. PACC and all duly authorized representatives of PACC shall have the right to enter Theater and all parts thereof at all times.

22. Lost Articles

PACC or its representatives shall have the sole right to collect and have the custody of articles left in Theater by persons attending any event. Licensee or any person in Licensee's employ shall not collect nor interfere with the collection or custody of such articles.

23. Flammable Materials

Licensee may not use flammable materials such as bunting, tissue paper, crepe paper, for decorations. All materials used for decorative purposes must be treated with flame proofing and approved by the Fire Marshall.

24. Entertainment Standards

Licensee shall not conduct any event in Theater and Complex that is illegal or obscene.

25. Concession Sales by PACC

PACC reserves the sole right:

a. To contract for the sale of programs, librettos, periodicals, books, magazines, newspapers, soft drinks, flowers, tobacco, candies, food, novelties or any related merchandise commonly sold or dispensed in Theater and Complex; opera glasses, cushions, and other articles; and photographs.

b. To operate the parking lots, and check rooms; provided, however, that Executive Director may, in writing, authorize Licensee to do any of the aforesaid upon such terms as Executive Director deems proper under the circumstances, subject to the provisions of any existing contracts.

26. Sales by Licensee

a. Licensee may sell from the Theater only those items approved in writing by Executive Director. Licensee shall provide Executive Director with an accounting of such sales and shall pay PACC fifteen percent (15%) of the gross amount of sales, exclusive of sales tax.

b. Licensee shall not serve food or beverages for the event except by agreement with caterers approved by Executive Director.

27. Use of PACC Box Office

Licensee agrees that PACC shall be responsible for ordering and selling tickets sold at the PACC box office at fees so designated on the Box Office Agreement attached hereto as Exhibit B. If a computerized ticket system is used, Licensee agrees to use PACC's designated ticket agency.

28. Complimentary Tickets

a. Licensee agrees not to issue more than fifty (50) complimentary tickets to the Licensee's event without the written consent of Executive Director.

29. Copyright

Licensee agrees to assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used or incorporated in the event. Licensee agrees to obtain and pay for all appropriate BMI, ASCAP, and SESAC licenses for the event.

30. Assignment

Licensee shall not assign this Agreement in whole or in part, nor may any right hereunder granted to Licensee be granted in turn to any other person without the written consent of Executive Director.

31. Occupancy Interruption

a. In case Theater or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities, shall render the fulfillment of this Agreement difficult or impossible of performance, this Agreement shall be immediately terminated.

b. PACC shall not in any such case be held liable or responsible to Licensee for any damage caused by termination of this Agreement. PACC shall be relieved from any further liability by reason of this Agreement, and no claims or compensation or damage shall be made against the PACC by Licensee. Any fee for the unused portion of the Agreement shall under such circumstances be refunded to Licensee.

32. Indemnity

a. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless PACC, the City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Licensee's performance of this Agreement or Licensee's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Licensee's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Licensee's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Licensee's duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified

Party shall not relieve Licensee from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Licensee may submit a claim to PACC for reimbursement of reasonable attorneys' fees and defense costs.

c. This Section shall survive completion or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

33. Insurance

a. Licensee shall obtain and maintain in full force and effect during the use and occupation of Theater under this Agreement the insurance coverage's as specified in Exhibit C, attached hereto and incorporated in full herein by this reference, issued by a company satisfactory to Executive Director, unless Executive Director, waives, in writing, the requirement that Licensee obtain and maintain such insurance coverage's.

b. Licensee shall, prior to the use and occupation of Theater, file with Executive Director evidence of insurance coverage as specified in Exhibit D. Evidence of insurance coverage shall be forwarded to Executive Director, addressed as specified in Exhibit D.

c. Maintenance of proper insurance coverage's by Licensee is a material element of this Agreement. Licensee's failure to maintain or renew insurance coverage's or to provide evidence of renewal may be considered as a material breach of this Agreement.

34. Maintenance and Repair

Licensee agrees to maintain Theater and other portions of the premises of PACC to which Licensee, its employees, agents, licensees or any member of the public has access to by reason of this Agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted. Licensee agrees to return Theater in the same condition as before use of the same was permitted, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of Licensee excepted.

35. Default

a. Should Licensee default in the performance of any of the terms and conditions of this Agreement, PACC, at its option, may terminate the Agreement. Licensee shall be liable for the full amount of the fee provided for herein less fees received from others for use of Theater at the time, or times, specified in this Agreement.

b. Any deposit made by Licensee to PACC shall be retained by PACC.

36. Cancellation by PACC

a. In addition to the right to terminate this Agreement upon Licensee's default, PACC shall have the right:

(1) To terminate this Agreement at any time when Theater is required by public necessity or emergency use.

(2) To terminate this Agreement at any time, without liability to PACC, upon ten days written notice when Licensee proposes a special service event for which no fee is to be charged.

(3) To terminate this Agreement at any time without liability to PACC, upon 21 days written notice, in all other instances.

b. Upon termination by PACC, any deposit made by Licensee shall be refunded.

c. Licensee hereby waives any claim Licensee may have against PACC stemming from any cancellation of this Agreement by PACC prior to the date of the event.

37. Cancellation by Licensee

No cancellation by Licensee shall be accepted by Executive Director if less than 21 days prior to the date of the event. Failure to cancel prior to this time will subject Licensee to payment of all fees.

38. Attorneys' Fees

Licensee and PACC agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Entire Agreement

Licensee and PACC agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

Signatures on next page

OXNARD PERFORMING ARTS CENTER CORPORATION	LICENSEE OXNARD SCHOOL DISTRICT
_____	_____
Oxnard Performing Arts Center Manager	Lisa A. Franz Director, Purchasing

NOTE: This License Agreement is a standard agreement previously approved as to form by the City Attorney and the General Counsel.

Performing Arts & Convention Center
PACC
Oxnard, CA

EXHIBIT A

Addendum to Estimate Sheet

Event: 2019 8th Grade Graduations Date: 6/13/19 Time: 9AM-4:30PM

Equipment Rental Fees:	$625.00

Recap of Personnel Fees:

Stage Technicians	$1,764.00
House Manager	$200.00
2 Ushers	$140.00
Box Office Fee	N/A
Total Personnel Fees:	**$2,104.00**

Contract Total Fees:

Rental Fee	$1,150.00
Equipment/ Supplies Fee	$625.00
Personnel Charges	$2,104.00
Insurance	OWN
Ticket Printing	N/A
Non-Refundable Processing Fee	$25.00
Security Guards Fee	N/A
Total Contract Fees:	**$3,904.00**
Less Deposit Paid:	
Total Due to PACC:	**$3,904.00**

Prepared by: Brad McElmurry/ Technical Requirements/ Phone: (805)385-8162

Prepared by: Jose Becerra/ Rental Information/ Phone: (805)766-8535

Performing Arts & Convention Center
PACC
Oxnard, CA

ESTIMATE ONLY

Date Proce...	Estimate #
6/13/2019	449

Bill To
Oxnard School District Lydia Frontudo

Event Name
2019 8th Grade Graduation

Time Of Event	Date Of Event	Tech Info
9a - 4:30p	6/13/2019	YES

Description	Time	Qty ...	Rate	OT ...	Amount
Stage Lighting			330.00		330.00
House Sound System			0.00		0.00
Stage Playback Monitors (2) Mackie S215			45.00		45.00
Lectern/ Podium			0.00		0.00
Orchestra Chairs			0.00		0.00
Panasonic PT-DX810 8 K Lumen DLP Projector			130.00		130.00
Video Recording Permit			120.00		120.00
EQUIPMENT RENTAL SUBTOTAL					625.00
Thur. 6/13/2019 Setup, Perf's & Strike					
Stage Technical Director	6:30a - 5p	10	28.00	.5	280.00
Lighting Technician	6:30a - 5p	8	19.00	2	152.00
Electrician	6:30a - 5p	8	19.00	2	152.00
Sound Technician	6:30a - 5p	8	19.00	2	152.00
Stagehand / Flys (3ea)	6:30a - 5p	24	19.00	6	456.00
Stage Desk / Curtain Op	6:30a - 5p	8	19.00	2	152.00
OT/ Stage 1.5 Rate		14	28.50		399.00
OT / Tech Dir		0.5	42.00		21.00
APPLICABLE DINNER BREAKS HAVE BEEN DEDUCTED					
STAGE TECHNICAL LABOR SUBTOTAL					1,764.00

Brad McElmurry
Technical Director

PACC Does Not Provide Ladders/
Please Do Not Affix Signs To Painted Surfaces:

Total $2,389.00

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Approval of Agreement #18-56 – Oxnard Performing Arts & Convention Center (DeGenna)

The Oxnard Education Foundation along with the Oxnard School District will host an event to acknowledge students who scored within the top 5 percentile district wide in the California Assessment of Student Performance and Progress CAASPP test. The Awards of Excellence ceremony will be held on Wednesday, October 17 & Thursday, October 18, 2018, at the Oxnard Performing Arts Center.

FISCAL IMPACT:

Not to Exceed $5,847.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-56 with the Oxnard Performing Arts Center.

ADDITIONAL MATERIALS:

Attached: Agreement #18-56, Oxnard Performing Arts Center (12 Pages)

PERFORMING ARTS AND CONVENTION CENTER
LICENSE AGREEMENT - THEATER

This Performing Arts and Convention Center License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this ***8th*** day of ***August 2018,*** by and between the Oxnard Performing Arts Center Corporation, a nonprofit corporation, ("PACC"), and ***"Oxnard School District"***, ("Licensee").

WHEREAS, PACC operates and maintains the Oxnard Performing Arts and Convention Center for use by various organizations, entities and persons for conventions, trade shows, exhibitions, theatrical performances, meetings, concerts, and similar activities; and

WHEREAS, PACC hereby desires to make the Oxnard Performing Arts and Convention Center Theater available to Licensee for a license fee.

NOW, THEREFORE, PACC and Licensee agree as follows:

1. Facilities Provided

a. PACC hereby authorizes Licensee to use the Oxnard Performing Arts and Convention Center Theater ("Theater") as more particularly LOCATED AT 800 Hobson Way, Oxnard, California 93030.

b. PACC agrees to provide Licensee with standard furnishings and equipment including heating, air conditioning, general lighting, use of the stage, dressing rooms and orchestra pit.

c. PACC agrees to provide Theater for Licensee's use including the following services: Necessary custodial services, utilities, general supervision by Stage Manager, one public address set-up with three microphones, and one lighting set-up.

d. PACC agrees to provide Licensee with the following special equipment/ supplies and personnel:

(1)	Equipment/Supplies	
	(a) Stage Lighting	$ 330.00
	(b) House Sound system	0.00
	(c) Stage Playback Monitors	45.00
	(d) Shure Wireless Microphone	65.00
	(e) Panasonic DLP Projector	130.00
(2)	Personnel	
	(a) Stage Technicians	$ 2,272.00
	(b) House Manager	400.00
	(c) 2 Ushers	280.00

2. Coordination of Use

2. Coordination of Use

All uses of Theater are to be coordinated with the PACC Executive Director or designee ("Executive Director") and shall be under the general direction of Executive Director.

3. License Period

PACC agrees that Licensee may use the entire complex on the following dates, during the hours specified below:

Moving In: Wednesday, October 17, 2018 2:00 PM

Moving Out: Thursday, October 18, 2018 10:00 PM

Programs: Wednesday, October 17, 2018 4:00 PM
Thursday, October 18, 2018 4:00 PM

4. Reservation Fee

Licensee agrees to pay PACC a non-refundable reservation fee in the amount of **$** ____to Executive Director. The PACC shall credit the reservation fee toward payment of other fees and charges owed by Licensee.

5. License Fee

a. Licensee agrees to pay PACC the following fees for the use of Theater and the use of any special equipment/supplies and personnel:

(1)	License Fee	$ 2,300.00
(2)	Equipment/Supplies	570.00
(3)	Personnel	2,952.00
(4)	Insurance	N/A
(5)	Non-Refundable Processing Fee	25.00
	TOTAL	**$5,847.00**

b. Licensee agrees to pay any addendum charges for additional services or equipment related to Licensee's use of the Theater. An estimate of any addendum charges is attached hereto as Exhibit A and incorporated herein by this reference. The actual addendum charges will be determined after the PACC has actually provided the services or equipment.

6. Gross Receipts Fees

If the license fee is based on gross receipts, gross receipts shall mean the total sums, exclusive of taxes, collected from patrons by Licensee.

7. No Free Passes

Licensee may not issue free passes or admissions to Licensee's event without the written consent of Executive Director.

8. Maintenance of Records

Licensee shall maintain true and accurate records of receipts of admissions and concession sales, if any, and shall satisfactorily and thoroughly account for the receipt thereof. Executive Director shall have the right to inspect such records.

9. Proposed Event

The event to be presented by Licensee shall consist of **"Awards of Excellence"**. Licensee's use of Theater shall be limited to the event as described herein.

10. Fee for Admission

a. PACC agrees that Licensee may charge admission during the proposed use of Theater by Licensee.

b. (1) Licensee agrees to include in the price of admission to Theater a Facility Restoration Fee of $1.00 per ticket for tickets priced $10.00 to $19.99, $2.00 per ticket for tickets priced $20.00 to $39.99, and $3.00 per ticket priced $40.00 and more. The Facility Restoration Fee is for the exclusive benefit of the PACC Facility Restoration Fund.

(2) All advertising for Licensee's event at Theater shall include the following statement: "A Facility Restoration Fee shall be added to each ticket.".

(3) Licensee agrees, that for general admission events without tickets for sale, Licensee shall pay a $.50 per admission Facility Restoration Fee as an addendum charge.

11. Removal of Property

a. Licensee agrees to remove from Theater, on or before **8:00 am** on the **19th** day of **October 2018**, all property, goods, equipment, supplies and effects belonging to Licensee or caused by Licensee to be brought to Theater.

b. If any such property is not removed by the above stated time, Licensee authorizes Executive Director to sell the property in any manner Executive Director deems appropriate and to hold the proceeds from the sale for Licensee, less any costs incurred by PACC.

c. Executive Director may, in his or her sole discretion, store, or cause to be stored, any such property not removed by the above stated time. Licensee agrees to pay PACC

all costs associated with such storage.

12. PACC Not Liable For Licensee's Property

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to Theater either prior to, during, or subsequent to the use of Theater by Licensee, PACC and its officers, agents and employees shall act solely for the accommodations of Licensee; and neither PACC nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.

13. Handling of Funds

a. In the handling, control, custody and keeping of funds whether the funds are received through the PACC box office or otherwise, Licensee agrees that PACC is acting for the accommodation of Licensee, and as to such funds PACC shall not be liable to Licensee or to any other person for any loss, theft or defalcation thereof, whether such loss, theft, or defalcation is caused or done by officers, employees or agents of the PACC.

b. No PACC officer, employee or agent shall be liable for any loss, theft or defalcation of such funds unless PACC willfully causes or permits the same or unless the loss, theft or defalcation was caused by the gross negligence of an officer, employee or agent of PACC.

14. Prop Entrance

Licensee shall bring all prop articles, fixtures, materials, displays into or out of Theater only at such entrances as may be designated by Executive Director.

15. Care of Theater

Licensee will not drive any nails, screws, tacks, pins, or other objects into the floors, walls, ceilings, partitions, doors, door or window casings, or woodwork of Theater and will not in any manner change or move any of the fixtures of Theater except as may be authorized by Executive Director.

16. Electrical Work and Plans

Licensee shall file with Executive Director a description of all electrical work and a plan or description of any structures, or decorations to be erected for the event. Licensee will not construct or erect such electrical work, structures, or decorations without prior written approval by Executive Director.

17. Animals Prohibited

Licensee agrees that no domestic or wild animals or birds shall be taken into, or

kept in or about Theater, or any part thereof, without the written consent of Executive Director.

18. Signs Require Permission

Licensee agrees that no signs or advertisements shall be placed in, on, or about Theater without the consent of Executive Director.

19. Televising Requires Permission

No event presented in Theater shall be broadcast, televised, or in any manner recorded for reproduction without the written consent of Executive Director.

20. Conduct of Persons

a. Licensee agrees to comply with all ordinances, statutes, rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted. Licensee shall provide adequate security protection to maintain order in and about Theater.

b. Licensee shall be solely responsible for the orderly conduct of all persons using Theater by invitation, either expressed or implied, during all times covered by this Agreement.

c. Licensee shall not permit intoxicated persons or alcoholic beverages at Theater by invitation, either expressed or implied, during all times covered by this Agreement.

d. PACC reserves the right to eject or cause to be ejected from Theater any person making loud, personal, impertinent, profane or slanderous remarks so as to disrupt an event at Theater.

21. Control of Theater

a. The keys to Theater shall at all times be in the possession and control of Executive Director. PACC shall lock and unlock the entrance and exits of Theater at such times as may be required for Licensee's use. Licensee, at its own expense, must at all times place proper security at all entrances and exits when the same are unlocked.

b. PACC and all duly authorized representatives of PACC shall have the right to enter Theater and all parts thereof at all times.

22. Lost Articles

PACC or its representatives shall have the sole right to collect and have the custody of articles left in Theater by persons attending any event. Licensee or any person in Licensee's employ shall not collect nor interfere with the collection or custody of such articles.

23. Flammable Materials

Licensee may not use flammable materials such as bunting, tissue paper, crepe paper, for decorations. All materials used for decorative purposes must be treated with flame proofing and approved by the Fire Marshall.

24. Entertainment Standards

Licensee shall not conduct any event in Theater and Complex that is illegal or obscene.

25. Concession Sales by PACC

PACC reserves the sole right:

a. To contract for the sale of programs, librettos, periodicals, books, magazines, newspapers, soft drinks, flowers, tobacco, candies, food, novelties or any related merchandise commonly sold or dispensed in Theater and Complex; opera glasses, cushions, and other articles; and photographs.

b. To operate the parking lots, and check rooms; provided, however, that Executive Director may, in writing, authorize Licensee to do any of the aforesaid upon such terms as Executive Director deems proper under the circumstances, subject to the provisions of any existing contracts.

26. Sales by Licensee

a. Licensee may sell from the Theater only those items approved in writing by Executive Director. Licensee shall provide Executive Director with an accounting of such sales and shall pay PACC fifteen percent (15%) of the gross amount of sales, exclusive of sales tax.

b. Licensee shall not serve food or beverages for the event except by agreement with caterers approved by Executive Director.

27. Use of PACC Box Office

Licensee agrees that PACC shall be responsible for ordering and selling tickets sold at the PACC box office at fees so designated on the Box Office Agreement attached hereto as Exhibit B. If a computerized ticket system is used, Licensee agrees to use PACC's designated ticket agency.

28. Complimentary Tickets

a. Licensee agrees not to issue more than fifty (50) complimentary tickets to the Licensee's event without the written consent of Executive Director.

29. Copyright

Licensee agrees to assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used or incorporated in the event. Licensee agrees to obtain and pay for all appropriate BMI, ASCAP, and SESAC licenses for the event.

30. Assignment

Licensee shall not assign this Agreement in whole or in part, nor may any right hereunder granted to Licensee be granted in turn to any other person without the written consent of Executive Director.

31. Occupancy Interruption

a. In case Theater or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities, shall render the fulfillment of this Agreement difficult or impossible of performance, this Agreement shall be immediately terminated.

b. PACC shall not in any such case be held liable or responsible to Licensee for any damage caused by termination of this Agreement. PACC shall be relieved from any further liability by reason of this Agreement, and no claims or compensation or damage shall be made against the PACC by Licensee. Any fee for the unused portion of the Agreement shall under such circumstances be refunded to Licensee.

32. Indemnity

a. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless PACC, the City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Licensee's performance of this Agreement or Licensee's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Licensee's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Licensee's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Licensee's

duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Licensee from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Licensee may submit a claim to PACC for reimbursement of reasonable attorneys' fees and defense costs.

c. This Section shall survive completion or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

33. Insurance

a. Licensee shall obtain and maintain in full force and effect during the use and occupation of Theater under this Agreement the insurance coverage's as specified in Exhibit C, attached hereto and incorporated in full herein by this reference, issued by a company satisfactory to Executive Director, unless Executive Director, waives, in writing, the requirement that Licensee obtain and maintain such insurance coverage's.

b. Licensee shall, prior to the use and occupation of Theater, file with Executive Director evidence of insurance coverage as specified in Exhibit D. Evidence of insurance coverage shall be forwarded to Executive Director, addressed as specified in Exhibit D.

c. Maintenance of proper insurance coverage's by Licensee is a material element of this Agreement. Licensee's failure to maintain or renew insurance coverage's or to provide evidence of renewal may be considered as a material breach of this Agreement.

34. Maintenance and Repair

Licensee agrees to maintain Theater and other portions of the premises of PACC to which Licensee, its employees, agents, licensees or any member of the public has access to by reason of this Agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted. Licensee agrees to return Theater in the same condition as before use of the same was permitted, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of Licensee excepted.

35. Default

a. Should Licensee default in the performance of any of the terms and conditions of this Agreement, PACC, at its option, may terminate the Agreement. Licensee shall be liable

for the full amount of the fee provided for herein less fees received from others for use of Theater at the time, or times, specified in this Agreement.

b. Any deposit made by Licensee to PACC shall be retained by PACC.

36. Cancellation by PACC

a. In addition to the right to terminate this Agreement upon Licensee's default, PACC shall have the right:

(1) To terminate this Agreement at any time when Theater is required by public necessity or emergency use.

(2) To terminate this Agreement at any time, without liability to PACC, upon ten days written notice when Licensee proposes a special service event for which no fee is to be charged.

(3) To terminate this Agreement at any time without liability to PACC, upon 21 days written notice, in all other instances.

b. Upon termination by PACC, any deposit made by Licensee shall be refunded.

c. Licensee hereby waives any claim Licensee may have against PACC stemming from any cancellation of this Agreement by PACC prior to the date of the event.

37. Cancellation by Licensee

No cancellation by Licensee shall be accepted by Executive Director if less than 21 days prior to the date of the event. Failure to cancel prior to this time will subject Licensee to payment of all fees.

38. Attorneys' Fees

Licensee and PACC agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Entire Agreement

Licensee and PACC agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

Signatures on next page

OXNARD PERFORMING ARTS
CENTER CORPORATION

LICENSEE
OXNARD SCHOOL DISTRICT

_____

Oxnard Performing Arts Center Manager

_____

Lisa A. Franz
Director, Purchasing

NOTE: This License Agreement is a standard agreement previously approved as to form by the City Attorney and the General Counsel.

EXHIBIT A

Performing Arts & Convention Center
PACC
Oxnard, CA

Addendum to Estimate Sheet

Event: Awards of Excellence | Date: 10/17/18 & 10/18/18 | Time: 4:00 PM

Equipment Rental Fees:	$570.00
Recap of Personnel Fees:	
Stage Technicians	$2,272.00
House Manager (2 DAYS)	$400.00
2 Ushers (2 DAYS)	$280.00
Box Office Fee	N/A
Total Personnel Fees:	**$2,952.00**
Contract Total Fees:	
Rental Fee (2 DAYS)	$2,300.00
Equipment/ Supplies Fee	$570.00
Personnel Charges	$2,952.00
Insurance	OWN
Ticket Printing	N/A
Non-Refundable Processing Fee	$25.00
Security Guards Fee	N/A
Total Contract Fees:	**$5,847.00**
Less Deposit Paid:	
Total Due to PACC:	**$5,847.00**

Prepared by: Brad McElmurry/ Technical Requirements/ Phone: (805)385-8162

Prepared by: Jose Becerra/ Rental Information/ Phone: (805)766-8535

Performing Arts & Convention Center
PACC
Oxnard, CA

ESTIMATE ONLY

Date Proce...	Estimate #
10/18/2018	453

Bill To
Oxnard School District Lydia Frontudo

Event Name
Awards Of Excellence Oct. 17,18, 2018

Time Of Event	Date Of Event	Tech Info
4p & 4p	10/18/2018	YES

Description	Time	Qty ...	Rate	OT ...	Amount
Stage Lighting			330.00		330.00
House Sound System w 3 wired Mic's			0.00		0.00
Shure SLX 24 Wireless Handheld Microphone		1	65.00		65.00
Stage Playback Monitors (2) Mackie S215			45.00		45.00
Panasonic PT-DX810 8 K Lumen DLP Projector			130.00		130.00
EQUIPMENT RENTAL SUBTOTAL					570.00
Wed. 10/17/2018 Setup & Perf.					
Stage Technical Director	2p - 10p	8	28.00		224.00
Electrician	2p - 10p	8	19.00		152.00
Lighting Technician	2p - 10p	8	19.00		152.00
Sound Technician	2p - 10p	8	19.00		152.00
Stagehand (2ea)	2p - 10p	16	19.00		304.00
Stage Desk / Curtain Op	2p - 10p	8	19.00		152.00
Thu. 10/18/2018 Perf. & Strike					
Stage Technical Director	2p - 10p	8	28.00		224.00
Electrician	2p - 10p	8	19.00		152.00
Lighting Technician	2p - 10p	8	19.00		152.00
Sound Technician	2p - 10p	8	19.00		152.00
Stagehand (2ea)	2p - 10p	16	19.00		304.00
Stage Desk / Curtain Op	2p - 10p	8	19.00		152.00
STAGE TECHNICAL LABOR SUBTOTAL					2,272.00

Brad McElmurry
Technical Director

PACC Does Not Provide Ladders/
Please Do Not Affix Signs To Painted Surfaces:

Total $2,842.00

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Approval of Agreement #18-58 – Learning for Living, Inc. (DeGenna/Flores Beck)

Dean Whellams of Learning for Living Inc. will facilitate a community building staff workshop focused on culture, connections and the importance of working well together. This will be a combination between two schools, Marshall (an existing K-6), and Driffill (an existing K-8), as Marshall transitions to a K-8. The workshop for 100 teachers will be held on Tuesday, August 14, 2018 at Marshall School.

FISCAL IMPACT:

Not to Exceed $5,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Principal, Driffill School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-58 with Learning for Living Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #18-58, Learning for Living Inc. (1 Page)
Invoice #15909 (1 Page)
Certificate of Insurance (1 Page)

OSD AGREEMENT #18-58

AGREEMENT FOR THE SERVICES OF LEARNING FOR LIVING, INC.

SPONSOR: Driffill Elementary School
CONTACT: Carol Flores Beck
WORK PHONE: (805) 385-1530
EMAIL: cflores-beck@oxnardsd.org
CELL PHONE: (805) 377-1293

ADDRESS: 910 South E Street,
CITY, ST, ZIP: Oxnard, CA 93030
ALT CONTACT: Sarah Lepe
ALT EMAIL: slepe@oxnardsd.org
ALT CELL PHONE: (805) 256-4499

PRESENTATION INFORMATION

SPEAKER: Dean Whellams
DATE(S): **Tuesday, August 14, 2018**
PROGRAM NAME: ***School Culture Professional Development: Module One***
PROGRAM LENGTH: 3 Hours
ADD OF EVENT: 2900 Thurgood Marshall Drive, Oxnard, CA 93036
ARRIVAL TIME: 12:30 PM **COMPLETION TIME:** 4:00 PM
AUDIENCE: 100 Staff (50 from Drifill K-8 and 50 from Marshall Elem)

DETAILS: Dean will facilitate a community building staff workshop focused on culture, connections and the importance of working well together. This will be a combination between two schools looking to work together as Marshall transitions to a K-8 (from a K-6).

FINANCIAL AGREEMENT

*Speaker's fee is **$5,000.00.** Checks are to be payable to Learning for Living, Inc. An invoice is included with this contract. All fees in US funds only. Learning for Living, Inc. Federal ID #20-1038575

*Payment in full is to be mailed on or before day of presentation at address on invoice. If final payment cannot be mailed on the day of the presentation, speaker's fee will be $5,500.00.

*Speaker's fee is all-inclusive, including all fees and expenses.

*In the event of cancellation, four weeks notice will be needed. If this is not possible, there will be a 50% cancellation fee of speaker's honorarium. If, through events beyond the control of the speaker, the speaker is unable to appear, Learning for Living Inc. will arrange to send a suitable and qualified replacement, reschedule the engagement or refund the deposit.

*Please provide a wireless microphone with quality sound system, projector for PPT and computer with speakers and one ream of white paper. Presenter will also need a table.

THE ABOVE INFORMATION IS AGREED AND ACCEPTED BY:

7/10/18

Laurie Boyte, Learning for Living, Inc. **Date**

Lisa A. Franz, Director, Purchasing **Date**

Learning for Living, Inc.
52 Night Heron
Chapel Hill, NC 27517
800-874-1100
laurie@learningforliving.com

Invoice

Date	Invoice No.
07/10/18	15909

Bill To
Driffill Elementary School Accounts Payable/Carol Flores Beck 910 South E Street Oxnard, CA 93030

Ship To
Drifill Elementary School Attn: Carol Flores Beck 910 South E Street Oxnard, CA 93030

P.O. Number	Terms	Rep	Ship Date	Ship Via	FOB	Project
	Due on receipt		07/10/18	ups/usmail		

Item	Description	Quantity	Price Each	Amount
Other Spk	School Culture Professional Development: Module One Tuesday, August 14, 2018 Dean Whellams' Fee and Expenses for presenting 3 hour staff workshop; *Due to timing of board meeting, no deposit is required. Final payment is to be mailed on or before the date of presentation at address on invoice. We accept MC/Visa. A 2% charge will be added on purchases over $1000. Thank you. FEIN: 20-1038575		5,000.00	5,000.00

Final payment is to be mailed on or before the day of presentation. Thank You!

Subtotal	$5,000.00
Sales Tax (7.25%)	$0.00
Total	$5,000.00

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/17/2018

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

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

PRODUCER

Morgan Hedderich Insurance Agency, LLC
2425 Kildaire Farm Rd Ste 401
Cary, NC 27518

CONTACT NAME: Paula Potts or Morgan Hedderich
PHONE (A/C, No, Ext): 919-851-0151 FAX (A/C, No): 919-851-7642
E-MAIL ADDRESS: paula@mycaryagent.com or morgan@mycaryagent.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Learning for Living, Inc
52 Night Heron
Chapel Hill, NC 27517

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		93-CH-W780-0	04/27/2018	04/27/2019	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		93-MF-C620-5	04/04/2018	04/04/2019	[X] PER STATUTE [ ] 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)

Working date for this job is 8/14/18

CERTIFICATE HOLDER

Driffill Elementary School
910 South E 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

Paula Potts LSA5

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat Date of Meeting: 08/08/18

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____ Agreement Category:
____ Academic
____ Enrichment
____ Special Education
__X_ Support Services
____ Personnel
____ Legal
____ Facilities
SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Approval of Agreement #18-37 with Child Development Resources of Ventura County, Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (Penanhoat/Lugotoff)

Oxnard School District is entering into an agreement with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to the students in the CDR Head Start programs at Sierra Linda and Harrington Schools during the 2018-19 school year. The term of Agreement #18-37 is for one calendar year commencing on August 27, 2018.

FISCAL IMPACT

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

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #18-37 with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to their Head Start program at Sierra Linda and Harrington Schools for the 2018-19 school year.

ADDITIONAL MATERIAL

Attached: Agreement #18-37 (10 pages)

STANDARD AGREEMENT FOR FOOD SERVICE/VENDING
Oxnard School District CN _____

This Agreement is entered into on this 27th day of August 2018, by and between Child Development Resources of Ventura County, Inc., hereinafter referred to as the "Agency", and Oxnard School District, hereinafter referred to as the "Vendor".

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

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

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

THEREFORE, both parties hereto agree as follows:

THE VENDOR AGREES TO:

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

Breakfast	$2.25 each	Lunch	$3.33 each
Supplement/Snack	$1.05 each	Supper	$ N/A each

   *Prices are subject to change up to the maximum amount of the published reimbursement rates as established by Child and Adult Care Food Program (CACFP) for 2018-2019.

2. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirements as specified for children aged 3-5 by the CACFP Meal Pattern for Older Children revised and effective October 1, 2017, (attached) which is excerpted from the regulations 7 CFR Part 226.20.

3. Provide CN labels for eligible products and/or official grain crediting letters that verify meal component and whole grain rich contributions in compliance with CACFP Meal Pattern for children aged 3-5.

4. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the term of this contract, (2) a

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

5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.

6. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.

7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within two hours of the scheduled delivery time.

8. Provide copy of menu to each vended site with accurately identified meal components for breakfast, lunch and/or meal supplements (snacks).

9. On a monthly basis, present to the Agency an invoice accompanied by reports that itemizes the previous month's delivery. The Vendor agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, are short of components, or do not otherwise meet the meal requirements contained in this Agreement.

10. Operate in accordance with current CACFP requirements.

11. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place.

12. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.

13. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

14. Where the Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510. (Lower Tier)

15. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Ensure that an Agency representative is available at each (delivery/pick-up) site, at the specified time on each specified (delivery/pick-up) day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirement of CACFP, and in health and sanitation.

2. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up/delivery.

3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.

4. Provide the Vendor with resources to Title 7 CFR Part 226; the CACFP Meal Pattern, Schedule B; the CACFP Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food service requirements of CACFP.

5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency

agrees to notify the Vendor within 48 hours of receipt of any discrepancy in the invoice.

TERMS OF THE AGREEMENT

This Agreement will take effect commencing August 27, 2018 and shall be for a period of one calendar year. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

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

Service Provider Official Signature	Agency Official Signature
Janet Penanhoat	Jack Hinojosa
Official Name (please type)	Agency Official Name (please type)
Assistant Superintendent, Business & Fiscal Services	Chief Executive Officer
Title	Title
(805) 305-1501 ext. 2401	(805) 485-7878
Telephone	Telephone
August 9, 2018	5/24/18
Date	Date

CHILD MEAL PATTERN

Breakfast (Select all three components for a reimbursable meal)				
Food Components and Food Items[1]	**Ages 1-2**	**Ages 3-5**	**Ages 6-12**	**Ages 13-18**[2] (at-risk afterschool programs and emergency shelters)
Fluid Milk[3]	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both[4]	¼ cup	½ cup	½ cup	½ cup
Grains (oz eq)[5,6,7]				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal[8], cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold)[8,9]				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅛ cup	⅛ cup	¼ cup	¼ cup

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

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

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

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

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

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

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

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

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

CHILD MEAL PATTERN

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items[1]	**Ages 1-2**	**Ages 3-5**	**Ages 6-12**	**Ages 13-18[2]** (at-risk afterschool programs and emergency shelters)
Fluid Milk[3]	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products[4]	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened[5]	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables[6]	⅛ cup	¼ cup	½ cup	½ cup
Fruits[6,7]	⅛ cup	¼ cup	¼ cup	¼ cup
Grains (oz eq)[8,9]				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal[10], cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

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

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

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

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

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

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

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

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

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

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

CHILD MEAL PATTERN

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

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

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

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

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

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

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

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

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

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

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

Meal Pattern Resources for Children Ages 3-5 effective October 1, 2017

Title 7 CFR Part 226

https://www.fns.usda.gov/sites/default/files/CFR226.pdf

CACFP Meal Pattern for Older Children

https://www.fns.usda.gov/sites/default/files/cacfp/CACFP_childmealpattern.pdf

CACFP Food Buying Guide

https://www.fns.usda.gov/tn/food-buying-guide-for-child-nutrition-programs

CACFP Online Food Buying Guide Calculator

http://fbg.nfsmi.org/

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Approval of Agreement #18-41, PDAP of Ventura County Inc. (DeGenna/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 during the 2018-2019 school year. 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 #18-41 with PDAP of Ventura County Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #18-41, PDAP of Ventura County Inc. (2 Pages)

AGREEMENT #18-41

Between

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

This agreement is entered into this 8th day of August, 2018 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 16, 2018 – June 14, 2019.

COMPENSATION: The Oxnard School District will cover the cost for the services provided by PDAP for this program at a $30 per hour rate for up to 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	Lisa A. Franz, Director, Purchasing
Typed Name/Title	***Typed Name/Title***
_____	_____
Date	***Date***

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Approval of Agreement #18-42 - Diane Turini-Mize, LMFT, SEP (DeGenna/Ridge)

Diane Turini-Mize will assess and treat students whose inappropriate school behavior affects his/her classroom learning. Her extensive training in complex trauma resolution addresses those classroom behaviors which impact the student's academic achievement and the learning of others.

In addition, she will provide individual counselor and/or school counselor cohort support for counselors working in Kindergarten through 8th grade. Support will be on-site or phone conferencing for general or specific questions or concerns relating to individual and/or group counseling. She will provide training and support for counseling interventions.

FISCAL IMPACT:

Not to exceed $92,000.00 – MAA Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-42 with Diane Turini-Mize.

ADDITIONAL MATERIAL:

Attached: Agreement #18-42, Diane Turini-Mize, LMFT, SEP (13 Pages)
Proposal (1 Page)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-42

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 8th day of August, 2018 by and between the Oxnard School District ("District") and Diane Turini-Mize, LMFT, SEP ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from **August 16, 2018** through **June 30, 2019** (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Ninety-Two Thousand Dollars ($92,000.00), unless additional compensation is approved in writing by the District.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

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

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

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

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

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

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

To District**:** Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Chris Ridge
Phone: (805) 385.1501 x2161
Fax: (805) 487.9648

To Consultant: Diane Turini-Mize, LMFT, SEP
Marriage Family Therapist #38366
4309 Deepwell Lane
Moorpark, CA 93021
Phone: (805) 405.0718
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:	**DIANE TURINI-MIZE, LMFT, SEP:**
_____	_____
Signature	*Signature*
Lisa A. Franz, Director, Purchasing	_____
Typed Name/Title	*Typed Name/Title*
_____	_____
Date	*Date*
Tax Identification Number: 95-6002318	Tax Identification Number: _____

☐ Not Project Related

☑ Project #**18-42**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-42

SERVICES

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

***CONSULTANT WILL PROVIDE INDIVIDUAL AND/OR FAMILY PYSCHOTHERAPY FOR STUDENTS IN KINDERGARTEN THROUGH 8TH GRADE AS NEEDED IN THE OXNARD SCHOOL DISTRICT DURING THE 2018-19 SCHOOL YEAR.**

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

N/A

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

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

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

☑ None.

☐ See attached list.

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

☑ None.

☐ See attached list.

VII. AMENDMENT

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

☐ Not Project Related

☑ Project #**18-42**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-42

COMPENSATION

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

*****TOTAL FEE NOT TO EXCEED $92,000.00***

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

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly 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 $92,000.00, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**18-42**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-42

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:

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

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

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

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**18-42**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-42

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 [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **DIANE TURINI-MIZE, LMFT, SEP**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Diane Turini Mize, LMFT, SEP
Licensed Marriage Family Therapist 38366
Somatic Experiencing® Practitioner
4309 Deepwell Lane
Moorpark, CA 93021
805-405-0718

To: Oxnard School District, 1051 South "A" Street, Oxnard, CA 93030

For: Diane Turini Mize, Licensed Marriage Family Therapist #38366

Date: April 12, 2018

RE: Proposal for Individual and/or family Psychotherapy for students K-8th grade in the Oxnard School District.

SCOPE OF WORK:

Diane Turini Mize, Licensed Marriage Family Therapist #38366 will provide individual and/or family psychotherapy for students in Kindergarten - 8th grade in the Oxnard School District. She will assess and treat students whose inappropriate school behavior affects his/her classroom learning. Her extensive training in complex trauma resolution addresses those classroom behaviors which impacts the student's academic achievement and the learning of others. In addition, she will facilitate student learning of anger management and decision making skills. Upon completion of assigned psychotherapy sessions, she will write a letter indicating the psychotherapy requirement has been met. She will also facilitate transition of students to their returning mainstreamed classroom in the Oxnard School District.

In addition, she will provide individual counselor and/or school counselor cohort support for counselors working in Kindergarten-8th grade in the Oxnard School District. Support will include on-site or phone conferencing for general or specific questions or concerns relating to individual and/or group counseling. She will collaborate with counselors on difficult cases, triage, and emergency cases based on individual need as requested by the Director of Pupil Services.

Diane will participate in weekly OSD CoST meetings as support for individual students in crisis. She will participate in OSD Opportunity Class monthly meetings.

Additional areas of expertise: Somatic Experiencing Practitioner (trauma resolution) , trained in EMDR Eye Movement Desensitization and Reprocessing (trauma resolution), trained in Capicatar Community Wellness Education, Supervisor of Marriage and Family Therapist Interns at the Free Clinic of Simi Valley, Simi Valley, CA.

Dates of Service: Academic School Year 2018-2019, 5 days a week.

Consultant Compensation: $92,000

Certificate of Insurance (Proof of Coverage) 12/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insured Name and Mailing Address*	Program Administrator
Diane Turini Mize, MFT Diane Turini Mize 4309 Deepwell Lane Moorpark, CA 93021	**Administered By:** **CPH and Associates** **711 S. Dearborn, Suite 205** **Chicago, IL 60605** **P. 312-987-9823 F. 312-987-0902** [illegible] **Underwritten By:** **Philadelphia Indemnity Insurance Company**
***Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.**	

Coverage

Policy #: 019321	**Effective Date:** 02/21/2018	**Expiration Date:** 02/21/2019

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits of Liability		
EACH OCCURRENCE **(Per individual claim)**	**AGGREGATE** **(Total amount per policy year)**	**Coverage Part**
$1,000,000	**$5,000,000**	**Professional Liability**
$1,000,000	**$3,000,000**	**Commercial General Liability Includes: General Liability, Fire & Water Legal Liability, and Personal Liability**
$15,000	**$15,000**	**Property Coverage**
$1,000,000	**$5,000,000**	**Supplemental Liability**
Unlimited	**Unlimited**	**Defense Expense Coverage**
$35,000	**$35,000**	**State Licensing Board Investigation Defense Coverage**
$15,000	**$15,000**	**Assault Coverage**
$10,000	**$35,000**	**Deposition Expense Benefit**
$5,000/person	**$50,000**	**Medical Expense Coverage**
$15,000	**$15,000**	**First Aid Coverage**

Description/Special Provisions: General Liability Insured Location(s): 1633 Erringer Rd #207 Simi Valley, CA 93063 : 1051 South A St Oxnard, CA 93030

Certificate Holder	Cancellation
Oxnard School District 1051 South "A" Street Oxnard, CA 93030	**Should any of the above described policy be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.**

Holder has also been added to the policy as an additional insured:**

Yes [X] / [ ] No

Authorized Representative
C. Philip Hodson

****If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

DISCLAIMER: The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Approval of Agreement #18-43 - Gold Coast K9 (DeGenna/Ridge)

Gold Coast K9 will provide six K9 visits per month for ten months at Haydock, Frank and Fremont Middle Schools as well as one K9 visit per month for ten months at Chavez, Curren, Driffill, Kamala, Lemonwood and Soria Schools for a total of 120 K9 safety check visits for the Oxnard School District during the 2018-2019 school year. Gold Coast K9 will conduct all K9 visits in accordance with the Oxnard School District Board Policy #5145.12, and utilize training methods accepted within the profession and designed to meet POST training standards in the state of California.

FISCAL IMPACT:

Total not to exceed $24,000.00 – General Fund

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-43 with Gold Coast K9, for the 2018-2019 school year.

ADDITIONAL MATERIALS:

Attached: Agreement #18-43, Gold Coast K9 (13 Pages)
Proposal (1 Page)
Certificate of Insurance (3 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-43

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 8th day of August, 2018 by and between the Oxnard School District ("District") and Gold Coast K9 ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from **August 16, 2018** through **June 30, 2019** (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Twenty-Four Thousand Dollars ($24,000.00), unless additional compensation is approved in writing by the District.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

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

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

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

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

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

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

To District**:** Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Chris Ridge
Phone: 805.385.1501 x2161
Fax: 805.487.9648

To Consultant: Gold Coast K9
PO Box 5009
Ventura, CA 93005
Attention: Rodney Spicer
Phone: 805.290.6148
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:	**GOLD COAST K9:**
_____	_____
Signature	*Signature*
Lisa A. Franz, Director, Purchasing	_____
Typed Name/Title	*Typed Name/Title*
_____	_____
Date	*Date*
Tax Identification Number: 95-6002318	Tax Identification Number: _____

☐ Not Project Related

☑ Project #**18-43**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-43

SERVICES

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

Gold Coast K9 will provide six K9 visits per month for ten months at Haydock, Frank and Fremont Middle Schools as well as one K9 visit per month for ten months at Chavez, Curren, Driffill, Kamala, Lemonwood and Soria Schools for a total of 120 K9 safety check visits for the Oxnard School District. Gold Coast K9 will conduct all detection sniffs in accordance with the Oxnard School District Board Policy #5145.12, and utilize training methods accepted within the profession and designed to meet POST training standards in the state of California.

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

A report of findings from all searches conducted during the 2018-19 school year.

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. Report of all searches conducted during the 2018-19 school year	July 31, 2019
B. N/A	
C. N/A	
D. N/A	

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

☑ None.

☐ See attached list.

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

☑ None.

☐ See attached list.

VII. AMENDMENT

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

☐ Not Project Related

☑ Project #**18-43**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-43

COMPENSATION

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

***PER ATTACHED PROPOSAL DATED MAY 14, 2018**

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

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.

B. Line items for all supplies properly charged to the Services.

C. Line items for all travel properly charged to the Services.

D. Line items for all equipment properly charged to the Services.

E. Line items for all materials properly charged to the Services.

F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $24,000.00, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**18-43**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-43

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**18-43**

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

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

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

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**18-43**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-43

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 [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **GOLD COAST K9**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

AGREEMENT TO PROVIDE K9 SAFETY CHECKS FOR THE OXNARD SCHOOL DISTRICT 2018/ 2019 SCHOOL YEAR

May 14, 2018

Gold Coast K9 will provide six K9 visits per month for ten months for a total of 60 detection sniffs at Haydock, Frank and Fremont Intermediate as well as one K9 sniff per month for ten months at Soria, Chavez, Curren, Driffill, Lemonwood and Kamala for a total of 120 K9 safety check visits for the Oxnard School District. Gold Coast K9 will conduct all detection sniffs in accordance with the Oxnard School District Policy and utilize training methods accepted within the profession and designed to meet POST training standards in the state of California. The areas to be sniffed will be Bathrooms, Locker Rooms and Open areas, Classrooms will be at the Superintendents discretion.

Gold Coast K9 will provide detection sniffs in the following odors.

- **Heroin**
- **Marijuana**
- **Spice**
- **Cocaine**
- **Methamphetamine**
- **Guns**
- **Alcohol**
- **Smokeless Powder**
- **TNT**
- **Dynamite**
- **Potassium Chlorate**
- **Sodium Chlorate**
- **C-4**
- **Ammonium Nitrate Dynamite**
- **PETN**
- **RDX**
- **Det Cord**

For the services to be provided, Gold Coast K9 will charge $24,000.00 for 120 K9 detection sniffs.

5/14/18

Rodney Spice/Owner

District Representative

K-9SERV-01 ABAKER

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/31/2017

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 # 0G19762
Momentous Insurance Brokerage Inc
5990 Sepulveda Blvd., #550
Van Nuys, CA 91411

CONTACT NAME:
PHONE (A/C, No, Ext): (818) 933-2700 FAX (A/C, No): (818) 933-2701
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B : Hartford Accident and Indemnity Insurance Company	22357
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
K-9 Services, LLC
c/o NKSF&B LLC
10960 Wilshire Blvd 5th FL
Los Angeles, CA 90024

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		CPS2921598	08/17/2017	08/17/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			72UECHA9659	08/08/2017	08/08/2018	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as an Additional Insured - Owner, Lessees or Contractors, as respects General Liability coverage, when required by written contract/agreement per form CG2033 attached.

CERTIFICATE HOLDER

Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

   The most we will pay on behalf of the additional insured is the amount of insurance:

   1. Required by the contract or agreement you have entered into with the additional insured; or
   2. Available under the applicable Limits of Insurance shown in the Declarations;

   whichever is less.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Approval of Agreement #18-46 - Action Preparedness Training (DeGenna/Ridge)

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

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

FISCAL IMPACT:

The cost is $50 per person, total amount not to exceed $4,500.00 – 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 #18-46 with Action Preparedness Training.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-46, Action Preparedness Training (13 Pages)
Proposal (1 Page)
Certificate of Insurance (2 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-46

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 8th day of August, 2018 by and between the Oxnard School District ("District") and Action Preparedness Training ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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 9, 2018** through **June 30, 2019** (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Four Thousand Five Hundred Dollars ($4,500.00), unless additional compensation is approved in writing by the District.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

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

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

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

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

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

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

To District**:** Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Chris Ridge
Phone: (805) 385.1501 x2161
Fax: (805) 487.9648

To Consultant: Action Preparedness Training
951 Woodland Avenue
Ojai, CA 93023-4156
Attention: Glenda C. Mahon
Phone: (805) 340.6333
Fax: (805) 649.5789

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

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

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

26. **Administration**. **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:	**ACTION PREPAREDNESS TRAINING:**
_____	_____
Signature	*Signature*
Lisa A. Franz, Director, Purchasing	_____
Typed Name/Title	*Typed Name/Title*
_____	_____
Date	*Date*
Tax Identification Number: 95-6002318	Tax Identification Number: _____

☐ Not Project Related

☑ Project #**18-46**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-46

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

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

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

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

☑ None.

☐ See attached list.

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

☑ None.

☐ See attached list.

VII. AMENDMENT

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

☐ Not Project Related

☑ Project #**18-46**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-46

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED $4,500.00 ($50.00 per OSD staff member)

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

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.

B. Line items for all supplies properly charged to the Services.

C. Line items for all travel properly charged to the Services.

D. Line items for all equipment properly charged to the Services.

E. Line items for all materials properly charged to the Services.

F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

☐ Not Project Related

☑ Project #**18-46**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-46

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:

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

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

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

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**18-46**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-46

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 [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **ACTION PREPAREDNESS TRAINING**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

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

Proposal 2018-2019

May 15, 2018

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

A.) As needed during the 2018-2019 school year.
B.) Cost (lump sum or hourly/not to exceed) $50 per OSD staff member; not to exceed $4,500.

Glenda Mahon-EMT
Owner

(805) 340-6333

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance

OCCURRENCE POLICY FORM

Print Date: 5/16/2018

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

Named Insured and Address:
Glenda C Mahon
951 Woodland Ave
Ojai, CA 93023-4156

Program Administered by:
Healthcare Providers Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
1-800-982-9491
www.hpso.com

Medical Specialty: Basic/Intermediate EMT

Code: 80723

Excludes Cosmetic Procedures

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Professional Liability $1,000,000 each claim $ 3,000,000 aggregate

Your professional liability limits shown above include the following:
* Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to $ 25,000 aggregate sublimit

Coverage Extensions

License Protection	$ 25,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit	$ 1,000	per day limit	$ 25,000	aggregate
Deposition Representation	$ 10,000	per deposition	$ 10,000	aggregate
Assault Includes Workplace Violence Counseling	$ 25,000	per incident	$ 25,000	aggregate
Medical Payments	$ 25,000	per person	$ 100,000	aggregate
First Aid	$ 10,000	per incident	$ 10,000	aggregate
Damage to Property of Others	$ 10,000	per incident	$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	$ 25,000	per incident	$ 25,000	aggregate

Workplace Liability

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

Total: $ 138.00

Base Premium $138.00

Premium reflects Self Employed , Full Time

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

G-121500-D	G-121503-C	G-121501-C1	G-145184-A	G-147292-A	GSL15563	GSL15564
GSL15565	GSL17101	GSL13424	CNA80051	CNA80052	G-123846-D04	CNA81753
CNA81758	CNA82011	CNA79575				

Chairman of the Board

Secretary

Keep this document in a safe place.It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full.In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

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

COMMON POLICY FORMS & ENDORSEMENTS

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

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

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

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

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Approval of Agreement #18-47 – DrumBus, LLC (DeGenna/Ridge)

The OSD Drum Bus Program will focus on students in grades 5 and 7 with a therapeutic drum program delivered by trained program facilitators at the school site within the mobile music classroom known as the "Drum Bus". The program will utilize the evidenced-based program "Beat the Odds" from UCLA's Center for the Healing Arts. Beat the Odds® integrates activities from group drumming and group counseling to build core social-emotional strengths such as focus and listening (a constant theme throughout the program), team building, positive risk taking, self-esteem, awareness of others, leadership, expressing feelings, managing anger/stress, empathy and gratitude.

UCLA researchers have shown that Beat the Odds® can significantly reduce a spectrum of behavior problems in children, such as behaviors related to inattention, withdrawn/depression, posttraumatic stress, anxiety, attention deficit/hyperactivity, oppositional defiance, and sluggish cognitive tempo. (Ho, Tsao, Bloch, & Zeltzer, 2011) The Drum Bus program will serve targeted student groups at all OSD school sites with the use of the Beat the Odds curriculum. In addition, the program will maintain a more intensive focus upon the District's Opportunity Class setting which is located at each of OSD's three (3) middle schools.

The Drum Bus program will measure its positive impact on the school climate and community via the California Healthy Kids Survey (CHKS) within three (3) critical areas listed below. Students within the Opportunity Classroom setting will be monitored with the use of pre and post surveys. The expected outcome for students in the Opportunity classroom setting is to provide a description of how the Drum Bus program has assisted them in focusing (attention), working with classmates, managing difficult emotions and having positive self-esteem.

Term of Agreement: **September 4, 2018 through June 30, 2019**

FISCAL IMPACT:

$50,025.00: $20,025.00 – LCFF/PBIS
$30,000.00 – Title 1

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-47 with DrumBus, LLC.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-47, DrumBus, LLC (4 Pages)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT
CONSULTANT AGREEMENT #18-47

This agreement is made and entered into this August 8, 2018, by and between the Oxnard School District, Ventura County, California, hereinafter referred to as the "District" and the independent contractor hereinafter referred to as the "Consultant".

Name of the Consultant: Mike Liston: CEO DrumBus, LLC
Contact Info: 4842 Skycrest Circle Salt Lake City, UT 84108
801.243.6430
mike@DrumBus.com
Tax ID: 26-4461041
Description of Services: Therapeutic drumming (see below)
Date(s) of Service: To begin September 4, 2018 and end by June 30, 2019
Site(s) Where Service is to be Performed: Oxnard School District school sites

This District agrees to compensate the consultant for services rendered as follows:

Compensation for Services:	$75,000
Total Amount Not to Exceed:	$75,000
To Be Paid as Follows:	Monthly invoice for days of service with daily rate at $545

Executive Summary

DrumBus® will provide hands-on musical activities for thousands of students in Oxnard elementary and middle school campuses with the specific goals of increasing communication skills, increasing students' personal wellness, reducing social friction in school communities, and providing opportunities for artistic expression, personal creativity, empathy, awareness of others, and the development of leadership skills.

The program will target specific student groups in order to maximize impact by focusing upon students in fifth grade and seventh grade at K-5 and K-8 sites. Additionally, the program will also provide an intensive focus on students within the Opportunity Class at each of the middle school sites. Altogether, the program will provide service to approximately 1,900 fifth grade students and 1,900 seventh grade students. In the Opportunity Class, approximately 60 students will be served in grades six through eight,

The DrumBus is a self-equipped mobile classroom. Students participate while seated inside the bus, all instruments and instruction are provided. A teacher with valid CA teaching credential must be present at all times, but DrumBus facilitator/s will provide all behavior management and instruction during the musical activities.

The DrumBus program will utilize the evidenced-based "Beat the Odds" curriculum from UCLA's Center for the Healing Arts. Beat the Odds® integrates activities from group drumming and group counseling to build core social-emotional strengths such as maintaining focus and attentive listening, team building, positive risk taking, self-esteem, awareness of others, leadership, expressing feelings, managing anger/stress, empathy and gratitude. UCLA researchers have shown that Beat the Odds® can significantly reduce a spectrum of behavior problems in children, such as behaviors related to inattention, withdrawn/depression, posttraumatic stress, anxiety, attention deficit/hyperactivity, oppositional defiance, and sluggish cognitive tempo. (Ho, Tsao, Bloch, & Zeltzer, 2011)

Therapeutic drumming is perfectly suited for many of the unique social and cultural challenges of OSD because music is "the universal language." Students can participate, contribute, and even demonstrate leadership, regardless of language or level of previous musical experience. Participation in the drumming activities is not precluded by test scores, language proficiency, socioeconomic status, or any other factors, and in that sense, is a fantastically level playing field. Everyone participates, all instruments provided, no experience necessary, 100% hands-on, musical education, with numerous opportunities for individual and group success. Multiculturalism and appreciation of diversity are core components of every lesson, and the instruments the students play represent a variety of cultures worldwide.

The DrumBus program will measure its impact on the school communities via the California Healthy Kids Survey (CHKS). Students within the Opportunity Classroom setting will be monitored with the use of pre and post surveys. CHKS surveys will assess outcomes in the Opportunity Classroom setting, describing how the DrumBus program assisted the students in focusing their attention, collaborating with classmates, managing difficult emotions and having positive self-esteem.

Program Overview

Total number of students: Approximately 3,800
Frequency: DrumBus will support students In Oxnard School District for a total of 137 days.
K-5 and K-8 sites will receive 4-5 hours per student over 4-5 visits. Middle schools will receive 30 visits or a total of 27 hours per student in the Opportunity Classes. DrumBus will also facilitate several staff development days either on the DrumBus or inside a building as part of special meetings or team-building functions. These could be for staff at individual schools, OSD district office personnel, a meeting with principals, community members, or special parental groups.
Maximum class size on the DrumBus: 36 students. Students will rotate through the DrumBus in groups of 36, for 50-minutes each group, until all students have participated. Sessions will include drumming and reflection.
Facilitators: DrumBus will hire, train, and support the facilitators. Selecting the right facilitators is paramount since they will literally make or break this program. It's essential that we hire people from within the community that can relate with and know how to connect with the students being served.
Training: Each facilitator will receive up to 20 hours of training as a DCF (drum circle facilitator) and trained specifically in the Beat the Odds program. DrumBus will provide this training. We request an Oxnard school to hold the trainings.
Trainers: Cameron Tummel, a professional interactive rhythm-event facilitator and trainer for 25 years, will lead the project. Cameron, in conjunction with other DrumBus staff, will conduct the facilitator trainings. He will also be on site, at the schools, working directly with facilitators about half the time.
Expenses: DrumBus will provide the classroom (DrumBus), hire and train facilitators, maintain the DrumBus, keep it in good mechanical condition, pay for all gas, insurance and maintenance.
Safety: The DrumBus will always be parked while students are on board. The bus will never travel with students on board; however, the bus meets all safety standards for school buses as described in California law.

Stipulations

Indemnification. Provider 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 person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized

by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal 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 by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification 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.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- ❑ Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

- ❑ Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	$ 1,000,000.00	$ 2,000,000.00

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- ❑ Automobile Liability. If vehicles will be driven on district property, Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:

Personal vehicles: $ 500,000.00 combined single limit or

$100,000.00 per person / $300,000.00 per accident

Commercial vehicles: $1,000,000.00 combined single limit

Provider's and any and all subcontractor's Commercial Automobile Liability Insurance shall name the District, its employees, and school board members as additional insureds.

❑ Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
❑ Abuse and Molestation	$ 1,000,000.00	$2,000,000.00

Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

Provider's and any and all Provider subcontractor's Commercial General Liability insurance and Abuse and Molestation coverage shall name the Oxnard School District, its employees, and school board members as additional insureds.

Facilities. Oxnard School District agrees to provide a parking space located at the Educational Services Center for the DrumBus when it is not in service. Oxnard School District assumes no liability for any damages done to the bus while on District property not expressly addressed within existing insurance policy coverage by the Consultant and District.

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

Signature of Consultant Mike Liston, Owner, DrumBus LLC	Signature of Oxnard School District Representative Lisa A. Franz, Director, Purchasing
Date	Date

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/28/2018

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

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

PRODUCER

Myers-Stevens & Toohey & Co., Inc.
26101 Marguerite Parkway
Mission Viejo, CA 92692

CONTACT NAME: Monica Toohey
PHONE (A/C, No, Ext): 800-827-4695 ext. 613
FAX (A/C, No): 949-348-2630
E-MAIL ADDRESS: mtoohey@myers-stevens.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Liability Insurance Co.	25895
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Rhythms of Life, LLC
4842 Skycrest Circle
Salt Lake City, UT 84108

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	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional E&O Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒		NPP1580516	2/07/2018	2/07/2019	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	$ Included
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) 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	$
A	Abuse & Molestation	☒		NPP1580516	2/07/2018	2/07/2019	$1,000,000 Each Claim $3,000,000 Aggregate	

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

Certificate holder is named as additional insured, but only with respect to liability arising out of the operation of the named insured within the policy term. This insurance is primary and non-contributory with any insurance carried by the certificate holder.

CERTIFICATE HOLDER

Oxnard School District
Its Officers, Agents, Directors, Employees and/or Volunteers
1055 South C 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

Monica M Toohey

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Approval of Agreement #18-50 – CABE (DeGenna/Batista)

The CABE 2-Inspire Program will provide professional development to parents in the Oxnard School District during the 2018-2019 school year.

The CABE 2-Inspire Program works with parents to increase their knowledge about schooling to ensure that parents have vital information about high-quality educational options for their children. The curriculum informs parents of their role in their children's education, and works with parents so they can learn how to use the information acquired and develop leadership skills to ensure their participation and collaboration as part of the school community,

FISCAL IMPACT:

Not to exceed $22,000.00 – Title 3

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-50 with CABE.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-50, CABE (3 Pages)

June 27, 2018

CABE welcomes the opportunity to work with Oxnard School District to offer our Family, School, Community Engagement program. Our program builds the capacity of schools to meaningfully engage parents in their children's education with the outcome being increased student achievement.

The CABE 2-INSPIRE Program works with parents to increase their knowledge about schooling to ensure that parents have vital information about high-quality educational options for their children (especially those traditionally underserved and attending Program Improvement schools). The Project 2-INSPIRE curriculum informs parents of their role in their children's education, works with parents, so they learn how to work with the information acquired and develops parent leadership skills to ensure their participation and collaboration as part of the school community.

All three levels of the program share the same objective and goal: To increase parental engagement in their child's learning at home, school, and/or community; and thereby increase their child's academic achievement. However, each of the levels differs markedly in their approach, strategies, methods, activities, and outcomes for parents and their children.

Level 1- Awareness *Level* –This level has strong coverage of basic content and skill development delivered through traditional presenter-centered workshop format. The outcome is increased parent knowledge.

Level 2 – *Mastery Level* (comprised of 12 modules and available to schools and districts participating in the research study) - This participant-centered intensive training is provided at the school with on-going follow-up coaching and mentoring. The sessions will help parents, teachers, and administrators in the same school develop the skills needed to work together as an effective Family-School-Community collaboration team. All of these efforts are clearly linked to specific student academic performance standards.

Level 3 – *Expert Level* (comprised of 16 modules and available to schools and districts participating in the research study) Trainer of Trainers, builds upon the knowledge and skills developed in Level 2 training in two ways: more in–depth coverage of the topics and issues covered; and, development of specific leadership skills, e.g., outreach, group process and facilitation skills to work with diverse communities, as well as how to engage diverse communities in a collaborative strategic planning process for providing children with quality teaching and learning at home, school, and community. This level provides parents with optimal on-going coaching and feedback as well as opportunities to "practice" teaching of the program modules to other parents.

All three levels are designed to provide parents with a strong awareness of California's school accountability system, academic content and performance standards, standards-based report cards, assessment, public school choice options, and supplemental service providers, in addition to topics

identified by parents (e.g., home learning activities, early childhood education, beyond high school opportunities, goal setting and financial planning for college).

The parent engagement program will be offered at your facility to up to 40 parents attending each cohort (in Spanish). We encourage you and any teachers from the site to also participate in the program so you have an understanding of what the parents are learning and how you can work together as a team.

In order to facilitate communication and schedule the parent engagement program at your school, we suggest appointing one person to whom we can contact to facilitate conducting the parent outreach and training. This person will have the authority to immediately respond to our requests for meeting space and parent outreach information.

The following is our overall schedule of proposed activities for the 2018-19 school year.

1. Approval of Work Proposal and signed District Contract
2. Meeting with school community to outline program, goals and outcomes
3. Orientation meeting for parents and teachers
4. Schedule parent workshops as indicated
5. Conduct meetings per the approved schedule (weekly, biweekly or monthly workshops for parents)

We will be available to work with your school and help you establish a timeline for the services. Thank you again for this opportunity to work with you on this program to effectively engage parents and raise student achievement at your school.

Respectfully,

Jan Gustafson
CABE Chief Executive Officer

SCOPE OF WORK PROPOSAL
CABE PROJECT 2-INSPIRE FAMILY, SCHOOL, COMMUNITY ENGAGEMENT PROGRAM

CABE parent specialists will conduct a series of (12) 3-hour Mastery Level parent leadership development sessions (in Spanish) using the Project 2-INSPIRE Level 2 curriculum for a maximum of 40 parents each cohort and a series of (16) 3-hour Expert Level sessions using the Level 3 curriculum for a maximum of 30 parents (in Spanish). These sessions will be scheduled per a timeline approved by Dr. Marlen Batista. The CABE parent specialist will work with the contact to ensure that all activities are completed and conducted in the best possible manner. This site person will provide all relevant information so that the program is carried out as designed to ensure positive outcomes for parents, students and the school community.

. The following services will be available:

1. Conduct preliminary meetings with principal, teachers and parents
2. Conduct 12 Level 2, 3-hour parent engagement sessions per the approved schedule (weekly or biweekly)
3. Conduct 16 sessions of Level 3, 3-hour parent engagement leadership sessions per the approved schedule (weekly or biweekly)
4. Site agrees to provide LCD Projector and Screen
5. Site is responsible for graduation announcements, special guest invitations and celebration
6. Site agrees to return a signed copy of proposal along with a Purchase Order.
7. CABE agrees to provide certificates for graduating participants
8. CABE agrees to provide a Certificate of Liability of up to 1M if requested
9. Provide any make-up sessions for participants who have missed no more than 3 sessions.

The cost for the program is as follows;

Level 2 Mastery Cohort (in Spanish) $10,000 for 40 participants. Any additional participants will be billed at $175 each.
Level 3 Expert Cohort (in Spanish) $12,000 for minimally 30 participants. Any additional will be billed at $195 each.
Total due to CABE for Level 2 and Level 3 = **$22,000**

CABE CEO

Jan Gustafson-Corea

Tax ID #:953151449

Lisa A. Franz
Director, Purchasing
Oxnard School District
1051 South A St.
Oxnard, CA 93030

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Ratification of Agreement #18-49 – California Department of Education – Child Development Division Contract #CSPP-8670 (DeGenna/Thomas)

The agreement formalizes services to be provided in accordance with Funding Terms and Conditions of the California State Preschool contract #CSPP-8670. Funding allows for the operation of 7 state preschool sites. Program operates for 180 days and follows the Oxnard School District calendar.

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

FISCAL IMPACT:

$1,421,883.00 funding to the Oxnard School District to operate State Preschool Program.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #18-49 with California Department of Education – Child Development Division.

ADDITIONAL MATERIAL:

Attached: Agreement #18-49, California Department of Education-Child Development Division #CSPP-8670 (1 Page)
CCC-04/2017 Contractor Certification Clauses (4 Pages)
CO-005, California Civil Rights Laws Certification (1 Page)

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 18 - 19

DATE: July 01, 2018

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CSPP-8670
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 56-7253-00-8

CONTRACTOR'S NAME: OXNARD SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 18-19, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2018 through June 30, 2019. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed $45.73 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of $1,421,883.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 31,093.0
Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at https://www.cde.ca.gov/fg/aa/cd/ftc2018.asp

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING Jaymi Brown,	PRINTED NAME AND TITLE OF PERSON SIGNING Lisa Franz, Director of Purchasing
TITLE Contract Manager	ADDRESS 1051 South A St., Oxnard, CA 93030

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 1,421,883	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT $ 0	(OPTIONAL USE) 0656 23038-7253				
	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUS 2018	FISCAL YEAR 2018-2019	
TOTAL AMOUNT ENCUMBERED TO DATE $ 1,421,883	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
Oxnard School District	95-6002318
By (Authorized Signature)	
Printed Name and Title of Person Signing Lisa Franz, Director of Purchasing	
Date Executed	*Executed in the County of* Ventura

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of $100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts $100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. *Proposer/Bidder Firm Name (Printed)* Oxnard School District	*Federal ID Number* 95-6002318
By (Authorized Signature)	
Printed Name and Title of Person Signing Lisa Franz, Director of Purchasing	
Date Executed	*Executed in the County and State of* Ventura

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Ratification of Agreement/MOU #18-40 – Mad Science of Los Angeles (DeGenna/Sugden)

Mad Science will provide Oxnard School District Special Education students with fun, and educational assemblies focused on Science and Engineering practices during Extended School Year.

FISCAL IMPACT:

$4,800.00 – 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/MOU #18-40 with Mad Science of Los Angeles.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #18-40, Mad Science of Los Angeles (1 Page)
Certificate of Insurance (2 Pages)

Agreement/MOU #18-40
between
Mad Science and Oxnard School District

The scope of this document is to define the roles and responsibilities of Mad Science (Consultant) in providing assemblies during Extended School Year.

This serves as a Memorandum of Understanding and Responsibility Agreement that Mad Science and **Oxnard School District** will work together toward promoting and providing age appropriate science assemblies for the special education students enrolled in OSD. Both the Consultant and OSD, according to their defined roles, agree to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Mad Science agrees to:**
    a. Provide Science assemblies. Each assembly is about 50-60 minutes, and we need at least a half-hour in-between to reset.
    b. Certify that presenters have been fingerprinted and TB tested.
    c. Carry and maintain insurance that conforms to the district requirements for liability, workers' compensation, abuse and molestation.
    d. Provide supplies and materials

2. **Oxnard School District agrees to:**
    a. Provide space for the assembly
    b. Compensate Mad Science at the following activity rates:

    (3) Science assemblies: $1,200.00 per day Total $4, 800.00

This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented July 2, 2018 through July 31, 2018.

OXNARD SCHOOL DISTRICT:

_____ _____
Lisa A. Franz, Director, Purchasing ***Date***

MAD SCIENCE OF LOS ANGELES:

_____ _____
Kimberly McAlpine, Director, Sales & Operations ***Date***

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/23/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Hylant Group Inc - Toledo
811 Madison Ave
Toledo OH 43604

CONTACT NAME:
PHONE (A/C, No, Ext): 419-255-1020 FAX (A/C, No): 419-255-7557
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B : Hartford Accident and Indemnity Company	22357
INSURER C : Philadelphia Insurance Companies	6777
INSURER D :	
INSURER E :	
INSURER F :	

INSURED M&JKI-1
M&J Kids Scientific Inc dba
Mad Science of Los Angeles
15815 Monte St, Ste 101
Sylmar CA 91342

COVERAGES **CERTIFICATE NUMBER:** 1950522992 **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	X COMMERCIAL GENERAL LIABILITY	Y		PHPK1807041	7/1/2018	7/1/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK1807041	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			PHUB625527	7/1/2018	7/1/2019	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			45WECBW5158	11/1/2017	11/1/2018	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Abuse & Molestation			PHPK1807041	7/1/2018	7/1/2019	Aggregate Limit Per Occurrence	1,000,000 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 and Additional Insured per form CG2026.

CERTIFICATE HOLDER

Oxnard School District
1051 S. A Street
Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – 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): Oxnard School District 1051 S. A Street Oxnard CA 93030
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.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat Date of Meeting: 8/8/18

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____ Agreement Category:

____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
__X_ Facilities

SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Ratification of Agreement #18-27 with Ventura County Office of Education for Use of Facilities at Ritchen School (Penanhoat)

Prior to the 2007-08 fiscal year, the Administration received a request from the Ventura County Superintendent of Schools Office for the use of one classroom and set of restrooms at Cesar Chavez School to be used for County Special Education Programs. VCOE paid OSD $8,000.00 annually for the use of said facilities.

Effective the 2014-15 fiscal year, the program was relocated to Ritchen School. The facilities used by VCOE are one classroom and one co-ed ADA compliant restroom. There is no change to the annual cost to VCOE.

Renewal agreement #18-27 for the 2018-19 fiscal year is presented herewith for the Board's consideration.

FISCAL IMPACT

$8,000.00 annually to be paid to OSD.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees ratify agreement #18-27 with VCOE as outlined above.

ADDITIONAL MATERIAL

Attached: Agreement #18-27 (1 page)

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

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

1. The OSD shall provide the VCOE with the use of one (1) classroom and one (1) co-ed restroom at **Emilie Ritchen School,** including furniture and storage in the areas designated by the OSD, to be used for County Special Education Programs. VCOE activities shall not interfere with the normal or extra curricular operations of the OSD. The VCOE program may, however, coordinate its activities with those of the Emilie Ritchen School programs.

2. The VCOE will pay the OSD **Eight Thousand Dollars *($8,000.00)*** for the use of the facilities described above for the 2018-2019 fiscal year.

3. The OSD shall provide all janitorial services, supplies, and proper containers for collection of all trash and rubbish material.

4. The VCOE shall be responsible for damages to OSD property, wear and tear excepted, and shall maintain facilities in a neat and orderly manner. The VCOE will be responsible for the care and custody of its personal property.

5. The VCOE shall not erect or display or permit to be erected or displayed on the premises any sign or advertising matter without the prior written consent of the OSD, which consent shall not be unreasonably withheld.

6. To the extent allowed by law, the VCOE and the OSD shall each indemnify, save harmless, and defend the other from any claims, actions, or liability arising from errors, omissions, or negligence of their respective officers, agents, employees, and servants arising from the performance of this agreement.

7. The term of this agreement shall be for the 2018-2019 fiscal year, unless canceled earlier by mutual agreement of both parties.

OXNARD SCHOOL DISTRICT	**VENTURA COUNTY OFFICE OF EDUCATION**
By: _____	By: Lisa Cline
Title: _____	Title: Executive Director, Internal Business Services
Date: _____	Date: 7-3-18

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Ratification of Amendment #1 to Agreement #17-284 – Autism Learning Partners LLC (DeGenna/Sugden)

At the Board meeting of April 18, 2018, the Board of Trustees approved Agreement #17-284 with Autism Learning Partners LLC to work with the Special Education Services Department to provide 1:1 Behavior Support Services to students, parents, and staff during the 2017-2018 academic year, in the amount of $10,000.00. Services included Focused ABA Services, Social Skills Instruction, ABA Progress Reporting, Training & Development, Transition Planning for students demonstrating progress, and Positive collaboration with schools, parents and staff.

Amendment # 1 is required to cover additional costs incurred for embedded services, social skills groups/classes and professional training and development through the end of the 2017-2018 fiscal year, in the amount not to exceed $60,000.00, for a total agreement amount of $70,000.00 to be paid out of Special Education Funds.

FISCAL IMPACT:

Not to exceed $60,000.00, per hourly rates stated on attached 2017-2018 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 Amendment #1 to Agreement #17-284 with Autism Learning Partners LLC.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1 (1 Page)
Agreement #17-284, Autism Learning Partners LLC (36 Pages)

AMENDMENT #1 TO AGREEMENT #17-284 with
Autism Learning Partners
August 8, 2018

At the Board meeting of April 18, 2018, the Board of Trustees approved Agreement #17-284 with Autism Learning Partners LLC to work with the Special Education Services Department to provide 1:1 Behavior Support Services to students, parents, and staff during the 2017-2018 academic year, in the amount of $10,000.00. Services included Focused ABA Services, Social Skills Instruction, ABA Progress Reporting, Training & Development, Transition Planning for students demonstrating progress, and Positive collaboration with schools, parents and staff.

Amendment # 1 is required to cover additional costs incurred for embedded services, social skills groups/classes and professional training and development through the end of the 2017-2018 fiscal year, in the amount not to exceed $60,000.00, for a total agreement amount of $70,000.00 to be paid out of Special Education Funds.

AUTISM LEARNING PARTNERS:

By: _____ Date: _____
Jeffrey P. Winter, President & CEO

OXNARD SCHOOL DISTRICT:

By: _____ Date: _____
Lisa A. Franz, Director, Purchasing

OXNARD SCHOOL DISTRICT

Agreement #17-284

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 18th day of April, 2018 by and between the Oxnard School District ("District") and Autism Learning Partners LLC ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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 April 19, 2018 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 Ten Thousand Dollars ($10,000.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

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

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

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

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

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

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

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

To Consultant: Autism Learning Partners LLC
505 N. Brand Blvd., Suite #1000
Glendale, CA 91203
Attention: Nani Escudero
Phone: (818) 241.6780, x295
Fax:
Email: nescudero@autismlearningpartners.com

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

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

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

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

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

4-19-18

Date

Tax Identification Number: 95-6002318

AUTISM LEARNING PARTNERS LLC:

Signature

Jeffrey P. Winter President & CEO

Typed Name/Title

3/27/18

Date

Tax Identification Number: 26 3494212

☐ Not Project Related

☑ Project #17-284

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-284

SERVICES

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

***PER ATTACHED 2017-2018 RATE SHEET**

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

***PER ATTACHED 2017-2018 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 #**17-284**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-284

COMPENSATION

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

Total compensation shall not exceed Ten Thousand Dollars ($10,000.00), per the attached 2017-2018 Rate Sheet, unless additional compensation is approved in writing by the District.

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

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.

B. Line items for all supplies properly charged to the Services.

C. Line items for all travel properly charged to the Services.

D. Line items for all equipment properly charged to the Services.

E. Line items for all materials properly charged to the Services.

F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $10,000.00, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #17-284

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-284

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and

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 #**17-284**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-284

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 [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **AUTISM LEARNING PARTNERS LLC**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: 4-19-18

By: LAFranz
Lisa A. Franz
Director, Purchasing

AUTISM LEARNING PARTNERS
MAKING PROGRESS POSSIBLE

Rate Sheet
Autism Learning Partners

RATE SHEET
2017-2018

SERVICE *Description*	RATE PER HOUR
1:1 **Direct Service by Behavior Technician** - Behavior Intervention Implementation (BII)	$55.00
Social Skills Classes Group Rate (per student ratio of 1:2 or 1:3) * Group rate requires a minimum of two students. Groups of 4 or more will require two staff members *1-1 social skills classes available at the BII 1-1 Direct Service Rate listed above	$40.00
Clinical Supervision by Master Level – Behavior Intervention Development (BID)	$80.00
Clinical Supervision by BCBA – Behavior Intervention Development (BID)	$100.00
Functional Behavior Assessment by Master's Level Staff	$80.00
Functional Behavior Assessment by BCBA	$100.00
Group Training by Master's Level Staff	$80.00
Group Training by BCBA	$100.00

Tax ID: 26-3494212

www.AutismLearningPartners.com
73 N Palm St, Suite F1, Ventura, CA 93001
505 N. Brand Blvd. Suite 1000, Glendale, CA 91203
Email: nescudero@autismlearningpartners.com **Phone**: 818-241-6780, Ext. 295

Rate Sheet
Autism Learning Partners

About Autism Learning Partners (ALP)

Autism Learning Partners is a national leader in the field of special needs services and a full service provider that specializes in the treatment of autism and other developmental disabilities. Our broad thinking approach addresses the whole child by collaborating with school administrators, doctors, therapists, and specialists. Our goal is to work together to make progress possible.

For close to 30 years, **Autism Learning Partners** has been a leader in the delivery of Applied Behavior Analysis (ABA) for children with Autism, providing comprehensive clinical services (BII, BID), as well as Social Skills Training/Groups and Early Intervention Services. Our commitment is to provide the highest level of clinical care and collaborate closely with school district personnel, including empowering and training teachers and school administrators to provide the highest level of ABA therapy while providing outcome focused care and supporting schools with cost savings strategies which include, progress reporting, and transition planning for students who demonstrate progress, significant and sustainable improvement and meet measured goals. Autism Learning Partners is unique as services are provided in the school, home and in the community.

Autism Learning Partners (ALP) focuses on:

- 1-1 ABA School Support & In-Home Services
- ABA Progress Reporting
- Training & Development for Special Education Personnel
- Quality Clinical and Outcome Focused ABA Services
- Social Skills Instruction
- Transition Planning for Students Demonstrating Progress
- Positive Collaboration with Schools and Parents

Our desire is to be the best and most trusted partner to your school for the provision of ABA services for special needs children and support the child's social, interpersonal and academic development by working as a coordinated team.

Mission:

The mission of Autism Learning Partners is to provide the highest level of clinical expertise to facilitate significant and sustainable improvement for the individuals and families we serve.

Rate Sheet
Autism Learning Partners

Our Vision:

Autism Learning Partners strives to give hope, support and paths of progress for children and their families living with Autism and related disorders. We believe that a tailored, comprehensive care plan managed by our exceptional clinical talent, partnered with love and commitment of all staff collaborating with the child including integrating the family into treatment, allows each child to achieve his or her maximum potential.

Section I:

Overview of Services

Autism Learning Partners is committed to providing quality clinical care on all cases assigned and is also committed to developing staff and sharing our expertise for the development of the special needs program. Prior to the onset of services, Autism Learning Partners can provide a **one time orientation of services** at no cost to your school.

Deliverables

Clinical Services:

Autism Learning Partners provides clinically appropriate and effective treatment services individualized to fit the classroom and students' needs. To this end the following services are recommended:

1:1 Direct Services: - Behavior Technician (BT)

ALP will offer (ABA) trained Behavior Technicians (BT) to support students with a higher level of need in a 1:1 capacity in the classroom. Behavior Technicians work under the supervision of a Board Certified Behavior Analyst (BCBA) or Master's Level Staff. The BT will provide support to help the student successfully and independently function in the classroom environment and address/reduce challenging behaviors to help the student access the curriculum. This service should be reviewed quarterly to adjust the level of support as to not interfere with the students independence should progress have been made.

Clinical Supervision by a Board Certified Behavior Analyst (BCBA) or Master's Level Staff

A Board Certified Behavior Analyst (BCBA) is a graduate-level staff who is board certified in behavior analysis and provides behavior-analytic services. BCBA's supervise the work of Behavior Technicians and other staff who implement behavior-analytic interventions (Applied Behavior Analysis - an Evidenced Based Intervention for special needs students). BCBA's directly support the needs of Special Education Departments.

Rate Sheet
Autism Learning Partners

(Continued) - Clinical Supervision by a Board Certified Behavior Analyst (BCBA) or Master's Level Staff

Consultation or Clinical supervision is provided by a BCBA or Masters Level Staff and is designed to support Special Education Departments based on services needed and also provides parent education as deemed fit by the school. ALP is available to help support staff in creating and implementing behavior programs.

Clinical Supervision in a school setting consists of overseeing a child's behavior plan. The plan is implemented by an interventionist or trained behavior aid and is overseen by a clinical supervisor who is continually updating goals as a child reaches mastery criteria.

Support is provided to staff to make sure everyone is on board with the intervention plan and is following through. The ultimate goal is to reduce challenging behaviors in the classroom so that the student can access the curriculum.

The Clinical Supervisor will meet with designated school personnel, as identified by the Special Education Department, to discuss behavioral plans, concerns and challenges that the student is experiencing in the classroom and determine an intervention plan based on the IEP and clinical observation. ALP works with staff to determine an appropriate transition plan. Services are faded once the student's challenging behaviors have been reduced, the student has reached maximized independence and when the student no longer needs support and is ready to be mainstreamed with typical peers.

Functional Behavior Assessment by BCBA or Master's Level Staff

A Functional Behavior Assessment is conducted by a BCBA and is designed to help us understand why a certain behavior is occurring. Once the assessment is completed and the BCBA determines the reason an inappropriate behavior may be occurring, we can then influence the behavior. All behaviors have a function and the goal is to teach the student an appropriate replacement behavior while extinguishing inappropriate behaviors.

It is critical that challenging behaviors are observed and other target skills for acquisition within this initial assessment. The length of this assessment can vary. From there, a treatment plan is designed and submitted to the special education department that recommends treatment services based on the individual needs of the student.

Rate Sheet
Autism Learning Partners

Social Skills Classes – Group Rate (ratio of 1:2 or 1:3)

One of the most prevalent challenges for individuals with autism spectrum disorder is in the area of social skills. This includes difficulty with observational skills, eye contact, play interactions, social pragmatics, taking another's perspective, making inferences, and sharing enjoyment and building relationships.

The assessment and intervention "matching" process is different from a one-size-fits all approach that involves generic behavioral interventions for unique and individual behavioral excesses and deficits. We believe that achievement in the domain of social interaction greatly improves the quality of life for a learner and we place a premium on screening, assessment, and individually tailored interventions.

Training – Staff & Parent Training

ALP offers training to teachers and classroom aides on behavioral intervention principles to facilitate progress and support for students with these needs. Training will focus on various aspects of behavioral intervention including reinforcement, environmental manipulation, prompting hierarchy and managing maladaptive behaviors. The structure of the training is to provide hands-on training at first and then gradually fade back until mastery on the above intervention is displayed.

ALP can also provide workshops for parents on the above topics to reinforce techniques taught to students and encourage continued progress in the home. For full list of Training Topics, please see training Flyer.

Autism Learning Partners strives to serve as the best and most trusted partner to your school and empower special needs children's in the road to progress by working as a coordinated team. For additional information, visit www.autismlearningpartners.com.

Proposal Contact Info

Clinical questions, contact:

Sherri D. Ragan, LMFT, BCBA, Associate Clinical Director
73 N Palm St, Suite F1, Ventura, CA 93001
818.298.4574 Cell, SRagan@autismlearningpartners.com
www.autismlearningpartners.com

Questions regarding this proposal, contact:

Nani Escudero, Director of Community Partnerships & Development
818.241.6780 ext. 295 Office, nescudero@autismlearningpartners.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/26/2017

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
SullivanCurtisMonroe Insurance Services
550 South Hope Street,
Suite 1000
Los Angeles, CA 90071

www.SullivanCurtisMonroe.com License # 0E83670

CONTACT NAME:
PHONE (A/C, No, Ext): 213-233-0400 FAX (A/C, No): 213-892-1593
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Co	18058
INSURER B: Wesco Insurance Company	25011
INSURER C: Milwaukee Casualty Insurance Company	26662
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Autism Learning Partners, LLC
(See Named Insured schedule for addtn'l names)
505 N. Brand Blvd., Suite 1000
Glendale CA 91203

COVERAGES **CERTIFICATE NUMBER:** 38010557 **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	✓		PHPK1704267	9/1/2017	9/1/2018	EACH OCCURRENCE	$	1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	20,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	3,000,000
	☐ POLICY ☐ PRO-JECT ✓ LOC						PRODUCTS - COMP/OP AGG	$	3,000,000
	OTHER:							$	
	AUTOMOBILE LIABILITY			PHPK1704267	9/1/2017	9/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$	
	☐ OWNED AUTOS ONLY ✓ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
A	✓ UMBRELLA LIAB ✓ OCCUR			PHUB598486	9/1/2017	9/1/2018	EACH OCCURRENCE	$	10,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$	10,,000,000
	DED ✓ RETENTION $ 10,000							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WWC3301140- All States	9/1/2017	9/1/2018	✓ PER STATUTE ☐ OTH-ER		
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A		MWC1019971-CO	9/1/2017	9/1/2018	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Professional Liability			PHPK1704267	9/1/2017	9/1/2018	$1,000,000 occ / $3,000,000 agg		
A	Sexual orPhysical Abuse/Molestation			PHPK1704267	9/1/2017	9/1/2018	$1,000,000 occ / $2,000,000 agg		

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

Oxnard School District is named as an additional insured per the attached endorsement.

CERTIFICATE HOLDER

Oxnard School District
1051 South A St
Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Catherine Chang, CIC, CRM

AGENCY CUSTOMER ID: PACIFCHI

LOC #:

ACORD® ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
SullivanCurtisMonroe Insurance Services		Autism Learning Partners, LLC (See Named Insured schedule for addtn'l names) 505 N. Brand Blvd., Suite 1000 Glendale CA 91203
POLICY NUMBER PHPK1704267		
CARRIER Philadelphia Indemnity Insurance Co	NAIC CODE 18058	EFFECTIVE DATE: 9/1/2017

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Oxnard School District

ADDRESS: 1051 South A St Oxnard CA 93030

ADDITIONAL NAMED INSUREDS:
Autism Learning Partners, LLC
Pacific Child & Family Associates, LLC (inactive)
Autism Services of Central Pennsylvania, LLC
dba: Autism Services North, LLC
Children's Learning Connection, LLC
Autism Acquisition Holdings, Inc
PCF Opco Holdings, Inc.
Autism Intervention Specialists, LLC
dba: Austim Learning Partners
Aspire Autism, LLC
Proof Positive ABA Therapies, LLC
Autism Continuum Therapies, LLC (inactive)
Autism Learning Partners Holdings, LLC
A is for Apple, Inc.

ATTACHMENT

K. Key and Lock Replacement – Janitorial Services Client Coverage

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

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

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

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

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

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

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

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

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

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

c. **Broadened Named Insured –** Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. **Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. **Home Care Providers –** At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You –** Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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

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

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

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

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

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

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

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

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

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

a. is amended to include:

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

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

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

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

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

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

O. Transfer of Rights of Recovery Against Others To Us

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

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

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

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. SECTION V – DEFINITIONS, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. SECTION V – DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured;

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Ratification of Agreement #17-316 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Sugden)

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2017-2018 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Students 2017-2018:

MG111808	$ 16,366.00
VV030307	$ 1,724.80

FISCAL IMPACT:

$18,090.80 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-316 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of $18,090.80.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-316, Ventura County Office of Education (2 Pages)

AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **March 3, 2018** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, MG111808 a Special Education pupil who is a resident of DISTRICT and currently attends **Phoenix- Los Nogales** School a special education program operated by SUPERINTENDENT.

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

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

   Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances Educational Support throughout the school day, 1605 minutes weekly. ESY will be provided at 234 minutes a day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

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

6. The term of this contract shall begin 3/3/2018 (*IEP date*) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-*based on IEP date*:	CURRENT: 2017-2018 3/3/2018-6/8/2018 (ESY: 6/11/2018-6/29/2018)		UPCOMING: 2018-2019
(*including ESY, if applicable*)	$ 16,366.00	+	$

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 Dr. Ana DeGenna

Title: Asst. Supt., Educational Services

Date:

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By:
Special Education Authorized Representative

Approved By:
Business Services Authorized Representative

Date:

Estimated Cost $ **16,366.00**

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

AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **April 26, 2018** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

7. This agreement pertains to providing exceptional service(s) for, **VV030307** a Special Education pupil who is a resident of DISTRICT and currently attends **Carl Dwire** School a special education program operated by SUPERINTENDENT.

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

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

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

10. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

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

12. The term of this contract shall begin 4/26/2018 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-*based on IEP date*:	CURRENT: 2017-2018 4/26/2018-6/6/2018 (ESY: 6/11/2018-6/29/2018)		UPCOMING: 2018-2019
(including ESY, if applicable)	$ 1,724.80	+	$

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 Dr. Ana DeGenna

Title: Asst. Supt., Educational Services

Date:

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By:
Special Education Authorized Representative

Approved By:
Business Services Authorized Representative

Date:

Estimated Cost $ 1,724.80

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Ratification of Agreement/MOU #18-44 – Tutorific! (DeGenna/Sugden)

Tutorific! will provide additional instruction to students selected or assigned by the Special Education Services Department for tutoring outside of the normal school day.

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

FISCAL IMPACT:

$38,000.00 (billed at $60.00 per hour) – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Special Education Services, that the Board of Trustees ratify Agreement/MOU #18-44 with Tutorific!.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #18-44, Tutorific! (6 Pages)

Memorandum of Understanding ("MOU") #18-44
Between
Oxnard School District ("OSD") Special Education Department
1051 South "A" Street, Oxnard, CA 93030
And TUTORIFIC! ("Tutorific")

1. Purpose. This MOU is entered into for the purpose of providing additional instruction to students selected or assigned by OSD for tutoring outside of the normal school day ("Student").

2. Term. The Term of this Contract begins on July 1, 2018 and ends on June 30, 2019 ("Term"). **Payment**. Upon proper monthly invoicing which includes the amount of hours provided per student, District agrees to pay Tutorific for services performed during the Term of this Agreement at the rate of $60 per hour per student for one-to-one tutoring.

3. Students. Selection of students to participate under this MOU shall be at the discretion of OSD. Tutorific may decline and/or drop a Student if it is not possible to provide the tutoring due to lack of reasonable parent support in facilitating the tutoring (including but not limited to parent inflexibility to accept any of multiple scheduling options) or if the Student presents a danger to Tutorific staff. For each Student assigned to Tutorific by OSD, OSD shall provide Tutorific with the child's name, parent(s) name(s), address, contact numbers, and any information OSD deems helpful in providing service to the Student, including but not limited to 504 plan, IEP, ISP, special education information, level of English language ability and home language, type of tutoring (if limited by OSD), and number of hours of tutoring (if limited by OSD).

4. Subjects & Duration. The subject(s) to be tested and tutored and are pre-approved by OSD are reading, language arts, spelling, and math. If requested by the District and/or parent, and Tutorific's tutor is able, tutor may assist with other subjects as best serves each student. Tutorific shall be notified by OSD in writing of Students assigned for a finite number of hours of tutoring at the time each Student is assigned, and OSD shall not be responsible to pay Tutorific for any tutoring beyond those stated hours. Students assigned without a finite number of hours shall be considered to be ongoing and OSD shall pay for all Tutorific-provided sessions for such Students throughout the school year in which the Students are assigned but OSD may stop any Student's tutoring with a simple two week written notice.

5. Testing & Reporting. Tutorific shall assess each Student as the first step of tutoring. Assessment time shall be counted and paid as tutoring time. Progress assessing and reporting shall occur approximately quarterly and at the end of each student's assign duration with Tutorific. Progress is not tested nor reported for students who drop from the program before each scheduled progress test. Tutorific shall report non-excused absences to the district within a week of the missed session or missed make-up, whichever comes last. Attendance shall also be reported at the time of monthly billing.

6. Parent Communication. Tutorific shall be responsible for parent communication related to student scheduling, absences, and make-ups. A copy of each report shall be provided by Tutorific to each Student's parent. Tutorific shall provide reports to parents in Spanish when necessary for good communication.

7. Location of Tutoring. The location of tutoring shall be determined by mutual agreement between Tutorific and the Student's parent and may be at the school, Tutorific's clinic, a public library, or in-home. Tutorific shall make good effort to provide the tutoring at each Student's home school campus when possible while keeping in mind some families' limitations related to parent work schedules and transportation, facility space and tutor availability.

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

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

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

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

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

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

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

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

16. Termination.

a. Without Cause. This Contract may be terminated by the District or the Provider at any time. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

b. For Cause.

(i) The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

(ii) If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

(iii) If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

17. Severability Clause. If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

18. Written Notice. Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below.

For the District:
Amelia Sugden or Nadia Villapudua
Director/Manager, Special Education
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

For Tutorific:
Matt Oppenheimer
Executive Director / Owner
Tutorific!
484 Mobil Avenue, Suite 12
Camarillo, CA 93010

OXNARD SCHOOL DISTRICT:

_____
Signature

Lisa A. Franz, Director, Purchasing

_____
Date

TUTORIFIC:

_____
Signature

Matt Oppenheimer, Executive Director / Owner

_____
Date

EXHIBIT A

INSURANCE

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

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

(1) Commercial General Liability coverage of not less than one million dollars ($1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars ($1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars ($2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall include:

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

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

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

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

EXHIBIT B

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Provider under the Contract to which this Exhibit B is attached [_] constitute [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, TUTORIFIC!, who will provide Services under the Contract, [_] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Ratification of Agreement #18-45 – Behavior Insights Inc. (DeGenna/Sugden)

Behavior Insights Inc. will provide consultant services to Oxnard School District, Special Education Services, during the 2018-2019 academic school year. Services to include:

- Assist in the overall goal of building in-house capacity within the Oxnard School District in the area of behavior intervention and programming.
- An overall assessment of district needs in the area of applied behavior analysis (ABA) will be done. These services will be used to create an extensive district training protocol that will be used to train existing and new district personnel in the area of Behavior Analysis.
- Consultant will train, support, and expand the current behavior specialist within the Oxnard School District.
- Consultant will assist in any required BCBA *(Board Certified Behavior Analyst)* duties that the district may require, including but not limited to BCBA supervision for Oxnard School District employees who are obtaining board certification.

FISCAL IMPACT:

Not to exceed $100,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-45 with Behavior Insights Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-45, Behavior Insights Inc. (13 Pages)
Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-45

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 8th day of August, 2018 by and between the Oxnard School District ("District") and Behavior Insights Inc. ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2018 through June 30, 2019 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation shall not exceed One Hundred Thousand Dollars ($100,000.00), unless additional compensation is approved in writing by the District.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

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

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

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

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

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

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

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

To Consultant: Behavior Insights Inc.
6345 Balboa Blvd., Suite 163
Encino, CA 91316
Attention: Tammy Van Fleet
Phone: (805) 506.3390
Email:

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:	**BEHAVIOR INSIGHTS INC.:**
_____	_____
Signature	Signature
Lisa A. Franz, Director, Purchasing	_____
Typed Name/Title	Typed Name/Title
_____	_____
Date	Date
Tax Identification Number: 95-6002318	Tax Identification Number: _____

☐ Not Project Related

☑ Project #**18-45**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-45

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER ATTACHED PROPOSAL**

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

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

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

☑ None.

☐ See attached list.

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

☑ None.

☐ See attached list.

VII. AMENDMENT

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

☐ Not Project Related

☑ Project #**18-45**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-45

COMPENSATION

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

Total compensation shall not exceed One Hundred Thousand Dollars ($100,000.00), unless additional compensation is approved in writing by the District.

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

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.

B. Line items for all supplies properly charged to the Services.

C. Line items for all travel properly charged to the Services.

D. Line items for all equipment properly charged to the Services.

E. Line items for all materials properly charged to the Services.

F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $100,000.00, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**18-45**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-45

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:

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

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

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

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**18-45**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-45

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 [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **BEHAVIOR INSIGHTS INC.**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Consultation Description:

The scope of the consultation services provided will include the overall goal of building in-house capacity within the Oxnard School District in the area of behavior intervention and programming. An overall assessment of district needs in the area of applied behavior analysis (ABA) will continue to be done. These services will be used to create an extensive district training protocol that will be used to train existing and new district personnel in the area of Behavior Analysis. The training protocol will be designed and trained to be implemented to fidelity within the field of ABA. Additionally, consultation services will be used to train, support, and expand the current behavior specialists, as well as the behavior team within OSD. These services will assist in creating legally defensible programs for children with disabilities, which will include curriculum, classroom, and behavior programming. These services will include any additional support needed in the new TLC program and in developing any additional preschool programs. Consultation services will assist in an any required BCBA duties that the district may require, including but not limited to, BCBA supervision and RBT supervision for OSD employees who are obtaining/maintaining board certification. Lastly, these services may include additional support in the area of behavioral assessments, consultation on individual student cases, and IEP attendance.

Proposed Contract Agreement:

-$100,000.00 (July 2018 – June 2019)

- Hourly rate $180

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Ratification of Agreement #18-53 – Art Trek Inc. (DeGenna/Sugden)

Art Trek Inc. will work with the Special Education Department to provide Art Trek Site Instructors for Grades K-8th for four weeks during Extended School Year.

Term of Agreement: July 1, 2018 through July 27, 2018

FISCAL IMPACT:

Not to Exceed $9,820.00 – Special Education ESY

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-53 with Art Trek Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-53, Art Trek Inc. (1 Page)
Certificate of Insurance (1 Page)

OSD AGREEMENT #18-53

ART TREK, INC.

A 501 (C) (3) non-profit organization

SUMMER 2018 AGREEMENT FOR ART SITE INSTRUCTIONAL SERVICES
OXNARD ENRICHMENT FOR SPECIAL EDUCATION STUDENTS

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 is willing to perform certain work described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

SERVICES for grades 1-8:

ART TREK shall provide the following services to your school:

• 2 Art Trek Site Instructors for grades Kinder through 8th grades for four weeks, July 1-July 27, 2018.

PAYMENT: Art Trek will be paid as follow

• **Program Fee for teaching-Grades K through 8:** To be paid for the classes taught. The classes run approximately 30-45 minutes with a 15 minute passing period to move from class to class, set up, and clean up. $65 per class
4 classes x 4 days x 4 weeks = 64 classes @ $65 per class totals $4160.00 x 2 teachers
Total for teaching: $4160.00 x 2 teachers = $8320.00

• **Material Usage Fee** of $.75 per enrolled student per project.
125 students per day x $.75 = $93.75 per day
$93.75 x 16 days = $1500 total for materials
~~Materials fee due by June 30, 2018~~

	Yearly Cost
Teaching Fee	8,320.00
Materials Fee	1,500.00
TOTAL	$ 9,820.00

INVOICING

~~Materials fee due by June 30, 2018~~.
Teaching fee to be invoiced July 13 and July 27.

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 so we can move forward!

Nan Young- Director	June 18, 2018 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

StateFarm

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

Paul Ricatto

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat Date of Meeting: August 8, 2018

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
__X_ Support Services
____ Personnel
____ Legal
____ Facilities

SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Ratification of Agreement #18-25: Agreement for Supplying Breakfast and Lunch Meals to Dwire School (Penanhoat/Lugotoff)

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

FISCAL IMPACT

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

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board ratify Agreement #18-25 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Dwire School for the 2018-19 fiscal year.

ADDITIONAL MATERIAL

Attached: Agreement #18-25 (3 pages)

CHILD NUTRITION SERVICES AGREEMENT
FOR SUPPLYING BREAKFAST AND LUNCHES TO DWIRE SCHOOL
AGREEMENT #18-25

This agreement, executed in duplicate and entered into on August 8, 2018, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Dwire School, administered by Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunches for their program at Dwire School. It is hereby agreed that:

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

9) Oxnard School District, VCOE & Dwire shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.
10) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.
11) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.
12) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than $1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Assistant Superintendent of Business and Fiscal Services.
13) The term of this agreement shall be from July 1, 2018, until June 30, 2019, unless terminated by either party upon 30 days notice with cause.
14) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Assistant Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT	VENTURA COUNTY OFFICE OF EDUCATION
_____	_____
Janet Penanhoat, Assistant Superintendent Business & Fiscal Services	Lisa Cline, Executive Director Internal Business Services

EXHIBIT "A"

Oxnard School District

2018-2019 School Calendar

July 2018

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

July

4 Independence day

August 2018

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

14 Staff Development Day (No Students)
15 Preparation Day (No Students)
16 First Day of School

14

September 2018

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

September

3 Labor Day Holiday

19

October 2018

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October

23

November 2018

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

November

2 Staff Development Day (No Students)
12 Veteran's Day Holiday
13 - 16 Conference Days (Minimum Days for Students)
19 - 23 Thanksgiving Holiday

16

December 2018

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

December

14 Minimum Day Teachers and Students
17 - 31 Winter Break

10

January 2019

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January

1 New Year's Day Holiday
1 - 4 Winter Break
21 MLK Holiday

18

February 2019

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

February

7 - 8 Conference Days (Minimum days for students)
15 President's Day Holiday
18 President's Day Holiday

18

March 2019

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

March

21

April 2019

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

April

8 - 19 Spring Break
19 Spring Holiday

12

May 2019

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May

27 Memorial Day Holiday

22

June 2019

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June

14 Last day of school (Min. day Teachers & Students)

10

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat Date of Meeting: August 8, 2018

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
__X_ Support Services
____ Personnel
____ Legal
____ Facilities

SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Ratification of Agreement #18-26: Agreement for Supplying Breakfast and Lunch Meals to James Foster School (Penanhoat/Lugotoff)

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

FISCAL IMPACT

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

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board ratify Agreement #18-26 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Foster School for the 2018-19 fiscal year.

ADDITIONAL MATERIAL

Attached: Agreement #18-26 (3 pages)

CHILD NUTRITION SERVICES AGREEMENT
FOR SUPPLYING BREAKFAST AND LUNCHES TO FOSTER SCHOOL
AGREEMENT #18-26

This agreement, executed in duplicate and entered into on August 8, 2018, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Foster School, administered by Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunches for their program at Foster School. It is hereby agreed that:

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

9) Oxnard School District, VCOE & Foster shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.
10) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.
11) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.
12) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than $1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Assistant Superintendent of Business and Fiscal Services.
13) The term of this agreement shall be from July 1, 2018, until June 30, 2019, unless terminated by either party upon 30 days notice with cause.
14) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Assistant Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT	VENTURA COUNTY OFFICE OF EDUCATION
_____	_____
Janet Penanhoat, Assistant Superintendent Business & Fiscal Services	Lisa Cline, Executive Director Internal Business Services

EXHIBIT "A"

Oxnard School District

2018-2019 School Calendar

July 2018

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

July

4 Independence day

August 2018

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

14 Staff Development Day (No Students)
15 Preparation Day (No Students)
16 First Day of School

14

September 2018

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

September

3 Labor Day Holiday

19

October 2018

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October

23

November 2018

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

November

2 Staff Development Day (No Students)
12 Veteran's Day Holiday
13 - 16 Conference Days (Minimum Days for Students)
19 - 23 Thanksgiving Holiday

16

December 2018

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

December

14 Minimum Day Teachers and Students
17 - 31 Winter Break

10

January 2019

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January

1 New Year's Day Holiday
1 - 4 Winter Break
21 MLK Holiday

18

February 2019

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

February

7 - 8 Conference Days (Minimum days for students)
15 President's Day Holiday
18 President's Day Holiday

18

March 2019

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

March

21

April 2019

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

April

8 - 19 Spring Break
19 Spring Holiday

12

May 2019

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May

27 Memorial Day Holiday

22

June 2019

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June

14 Last day of school (Min. day Teachers & Students)

10

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat Date of Meeting: August 8, 2018

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
__X_ Support Services
____ Personnel
____ Legal
____ Facilities
SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Ratification of Agreement #18-32: Agreement for Supplying Breakfast and Lunch Meals to VCOE Special Education Students at Ritchen School (Penanhoat/Lugotoff)

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

Agreement #18-32 is to provide meals for the students in that program.

FISCAL IMPACT

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

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board ratify Agreement #18-32 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Ritchen School for the 2018-19 fiscal year.

ADDITIONAL MATERIAL

Attached: Agreement #18-32 (3 pages)

CHILD NUTRITION SERVICES AGREEMENT
FOR SUPPLYING BREAKFAST AND LUNCH MEALS TO VCOE SPECIAL EDUCATION PROGRAM AT RITCHEN SCHOOL
AGREEMENT #18-32

This agreement, executed in duplicate and entered into on August 8, 2018, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunch meals for their special education program at Ritchen School. It is hereby agreed that:

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

9) Oxnard School District and VCOE shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.
10) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.
11) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.
12) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than $1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Assistant Superintendent of Business and Fiscal Services.
13) The term of this agreement shall be from July 1, 2018, until June 30, 2019, unless terminated by either party upon 30 days notice with cause.
14) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Assistant Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT	VENTURA COUNTY OFFICE OF EDUCATION
_____	_____
Janet Penanhoat, Assistant Superintendent Business & Fiscal Services	Lisa Cline, Executive Director Internal Business Services

EXHIBIT "A"

Oxnard School District

2018-2019 School Calendar

July 2018

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

July

4 Independence day

August 2018

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

14 Staff Development Day (No Students)
15 Preparation Day (No Students)
16 First Day of School

14

September 2018

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

September

3 Labor Day Holiday

19

October 2018

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October

23

November 2018

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

November

2 Staff Development Day (No Students)
12 Veteran's Day Holiday
13 - 16 Conference Days (Minimum Days for Students)
19 - 23 Thanksgiving Holiday

16

December 2018

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

December

14 Minimum Day Teachers and Students
17 - 31 Winter Break

10

January 2019

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January

1 New Year's Day Holiday
1 - 4 Winter Break
21 MLK Holiday

18

February 2019

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

February

7 - 8 Conference Days (Minimum days for students)
15 President's Day Holiday
18 President's Day Holiday

18

March 2019

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

March

21

April 2019

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

April

8 - 19 Spring Break
19 Spring Holiday

12

May 2019

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May

27 Memorial Day Holiday

22

June 2019

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June

14 Last day of school (Min. day Teachers & Students)

10

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat Date of Meeting: August 8, 2018

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
__X_ Support Services
____ Personnel
____ Legal
____ Facilities
SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Ratification of Agreement #18-36 with El Centrito for Supplying Lunch Meals to Preschool Students (Penanhoat/Lugotoff)

Oxnard School District is entering into an agreement with El Centrito for the purpose of supplying lunch meals to the students in their preschool programs. Meals are to be prepared in the Haydock and Ramona kitchens or, if necessary, at any other mutually agreed-upon location, during the 2018-19 school year. The term of Agreement #18-36 is for one calendar year commencing on July 1, 2018.

FISCAL IMPACT

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

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #18-36 with El Centrito for the purpose of supplying lunch meals to students in their preschool programs during the 2018-19 school year.

ADDITIONAL MATERIAL

Attached: Agreement #18-36 (9 pages)

OXNARD SCHOOL DISTRICT AGREEMENT #18-36
STANDARD AGREEMENT FOR FOOD SERVICES/VENDING

This Agreement is entered into on this day August 8, 2018 by and between El Centrito, hereinafter referred to as the "Agency", and Oxnard School District, hereinafter referred to as the "Vendor".

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

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

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

THEREFORE, both parties hereto agree as follows:

THE VENDOR AGREES TO:

1. Prepare and supply the lunch meals in the kitchens at Haydock and Ramona schools, or, if necessary, at any other mutually agreed-upon location, on the School District's scheduled days of service, inclusive of necessary straws, utensils and napkins for the El Centrito preschool students in accordance with the number of meals requested, at a cost of $3.23 per meal.

2. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirement as specified by the CACFP Meal Pattern for Ages 3-5 years (attached) which is excerpted from the regulations 7 CFR Part 226.20.

3. Provide CN labels for eligible products and/or official grain crediting letters that verify meal component and whole grain rich contributions in compliance with CCFP Meal Pattern for children aged 3-5.

4. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the term of this contract, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide when calculating and recording the quantity of food prepared each meal.

5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.

6. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.

7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within twenty-four (24) hours of the scheduled delivery time.

8. Provide copy of the menu to each vended site with accurately identified meal components for lunch meals.

9. El Centrito shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to El Centrito locations on non-student days at a cost of $250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit "A").

10. On a monthly basis, present to the Agency an invoice accompanied by reports that itemize the previous month's delivery. The Vendor agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon pickup time, are spoiled or unwholesome at the time of pickup, are short of components, or do not otherwise meet the meal requirements contained in this agreement.

11. Operate in accordance with current CACFP requirements.

12. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review in progress); and upon request to make all accounts and records pertaining to the agreement available to the Certified Public Accountant hired by the agency, representatives of the California State Department of Education, the US Department of Agriculture, and the US General Accounting Office for audit of administrative review at a reasonable time and place.

13. Not subcontract for the total meal, with or without milk, or for the assembly of meal.

14. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

15. Where the Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510. (Lower Tier)

16. As required by the state Drug Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug Free Workplace Act of 1988 and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Ensure that an Agency representative is available at each pickup site, at the specified time on each specified pickup day to receive, inspect and sign for the requested number of meals. This individual will verify temperature, quality and quantity of meals. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirement of CACFP, and in health and sanitation.

2. Provide personnel to serve meals, and clean the serving and eating areas.

3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.

4. Provide the Vendor with a copy of Title 7 CFR Part 226; the CACFP Meal Pattern, Ages 3-5; the Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food service requirements of CACFP.

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

TERMS OF AGREEMENT

This agreement will take effect commencing July 1, 2018 and shall be for a period of one calendar year. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

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

_____	_____
Service Provider Official Signature	Agency Official Signature
Janet Penanhoat	_____
Service Provider Official Name (please type)	Agency Official Name (please type)
Assistant Superintendent	_____
Title	Title
(805) 385-1501 ext. 2401	_____
Telephone	Telephone
_____	_____
Date	Date

CHILD MEAL PATTERN

Breakfast (Select all three components for a reimbursable meal)				
Food Components and Food Items[1]	**Ages 1-2**	**Ages 3-5**	**Ages 6-12**	**Ages 13-18**[2] (at-risk afterschool programs and emergency shelters)
Fluid Milk[3]	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both[4]	¼ cup	½ cup	½ cup	½ cup
Grains (oz eq)[5,6,7]				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal[8], cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold)[8,9]				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅛ cup	⅛ cup	¼ cup	¼ cup

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

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

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

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

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

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

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

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

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

CHILD MEAL PATTERN

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items[1]	**Ages 1-2**	**Ages 3-5**	**Ages 6-12**	**Ages 13-18[2]** (at-risk afterschool programs and emergency shelters)
Fluid Milk[3]	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products[4]	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened[5]	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables[6]	⅛ cup	¼ cup	½ cup	½ cup
Fruits[6,7]	⅛ cup	¼ cup	¼ cup	¼ cup
Grains (oz eq)[8,9]				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal[10], cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

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

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

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

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

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

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

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

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

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

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

CHILD MEAL PATTERN

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

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

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

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

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

[5] Yogurt must contain no more than 23 grams of total sugars per 6 ounces.
[6] Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
[7] At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.
[8] Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.
[9] Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).
[10] Beginning October 1, 2019, the minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¾ cup for children ages 6-12.

EXHIBIT "A"

Oxnard School District

2018-2019 School Calendar

July 2018

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

July

4 Independence day

August 2018

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

14 Staff Development Day (No Students)
15 Preparation Day (No Students)
16 First Day of School

14

September 2018

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

September

3 Labor Day Holiday

19

October 2018

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October

23

November 2018

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

November

2 Staff Development Day (No Students)
12 Veteran's Day Holiday
13 - 16 Conference Days (Minimum Days for Students)
19 - 23 Thanksgiving Holiday

16

December 2018

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

December

14 Minimum Day Teachers and Students
17 - 31 Winter Break

10

January 2019

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January

1 New Year's Day Holiday
1 - 4 Winter Break
21 MLK Holiday

18

February 2019

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

February

7 - 8 Conference Days (Minimum days for students)
15 President's Day Holiday
18 President's Day Holiday

16

March 2019

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

March

21

April 2019

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

April

8 - 19 Spring Break
19 Spring Holiday

12

May 2019

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May

27 Memorial Day Holiday

22

June 2019

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June

14 Last day of school (Min. day Teachers & Students)

10

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat Date of Meeting: 08/08/18

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____ Agreement Category:
____ Academic
____ Enrichment
____ Special Education
__X_ Support Services
____ Personnel
____ Legal
____ Facilities
SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Approval of Agreement #18-37 with Child Development Resources of Ventura County, Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (Penanhoat/Lugotoff)

Oxnard School District is entering into an agreement with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to the students in the CDR Head Start programs at Sierra Linda and Harrington Schools during the 2018-19 school year. The term of Agreement #18-37 is for one calendar year commencing on August 27, 2018.

FISCAL IMPACT

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

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #18-37 with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to their Head Start program at Sierra Linda and Harrington Schools for the 2018-19 school year.

ADDITIONAL MATERIAL

Attached: Agreement #18-37 (10 pages)

STANDARD AGREEMENT FOR FOOD SERVICE/VENDING
Oxnard School District CN _____

This Agreement is entered into on this 27th day of August 2018, by and between Child Development Resources of Ventura County, Inc., hereinafter referred to as the "Agency", and Oxnard School District, hereinafter referred to as the "Vendor".

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

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

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

THEREFORE, both parties hereto agree as follows:

THE VENDOR AGREES TO:

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

Breakfast	$2.25 each	Lunch	$3.33 each
Supplement/Snack	$1.05 each	Supper	$ N/A each

   *Prices are subject to change up to the maximum amount of the published reimbursement rates as established by Child and Adult Care Food Program (CACFP) for 2018-2019.

2. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirements as specified for children aged 3-5 by the CACFP Meal Pattern for Older Children revised and effective October 1, 2017, (attached) which is excerpted from the regulations 7 CFR Part 226.20.

3. Provide CN labels for eligible products and/or official grain crediting letters that verify meal component and whole grain rich contributions in compliance with CACFP Meal Pattern for children aged 3-5.

4. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the term of this contract, (2) a

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

5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.

6. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.

7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within two hours of the scheduled delivery time.

8. Provide copy of menu to each vended site with accurately identified meal components for breakfast, lunch and/or meal supplements (snacks).

9. On a monthly basis, present to the Agency an invoice accompanied by reports that itemizes the previous month's delivery. The Vendor agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, are short of components, or do not otherwise meet the meal requirements contained in this Agreement.

10. Operate in accordance with current CACFP requirements.

11. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place.

12. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.

13. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

14. Where the Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510. (Lower Tier)

15. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Ensure that an Agency representative is available at each (delivery/pick-up) site, at the specified time on each specified (delivery/pick-up) day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirement of CACFP, and in health and sanitation.

2. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up/delivery.

3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.

4. Provide the Vendor with resources to Title 7 CFR Part 226; the CACFP Meal Pattern, Schedule B; the CACFP Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food service requirements of CACFP.

5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency

agrees to notify the Vendor within 48 hours of receipt of any discrepancy in the invoice.

TERMS OF THE AGREEMENT

This Agreement will take effect commencing August 27, 2018 and shall be for a period of one calendar year. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

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

Service Provider Official Signature	Agency Official Signature
Janet Penanhoat	Jack Hinojosa
Official Name (please type)	Agency Official Name (please type)
Assistant Superintendent, Business & Fiscal Services	Chief Executive Officer
Title	Title
(805) 305-1501 ext. 2401	(805) 485-7878
Telephone	Telephone
August 9, 2018	5/24/18
Date	Date

CHILD MEAL PATTERN

Breakfast (Select all three components for a reimbursable meal)				
Food Components and Food Items[1]	**Ages 1-2**	**Ages 3-5**	**Ages 6-12**	**Ages 13-18**[2] (at-risk afterschool programs and emergency shelters)
Fluid Milk[3]	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both[4]	¼ cup	½ cup	½ cup	½ cup
Grains (oz eq)[5,6,7]				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal[8], cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold)[8,9]				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅛ cup	⅛ cup	¼ cup	¼ cup

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

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

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

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

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

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

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

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

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

CHILD MEAL PATTERN

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items[1]	**Ages 1-2**	**Ages 3-5**	**Ages 6-12**	**Ages 13-18[2]** (at-risk afterschool programs and emergency shelters)
Fluid Milk[3]	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products[4]	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened[5]	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables[6]	⅛ cup	¼ cup	½ cup	½ cup
Fruits[6,7]	⅛ cup	¼ cup	¼ cup	¼ cup
Grains (oz eq)[8,9]				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal[10], cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

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

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

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

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

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

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

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

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

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

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

CHILD MEAL PATTERN

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

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

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

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

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

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

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

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

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

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

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

Meal Pattern Resources for Children Ages 3-5 effective October 1, 2017

Title 7 CFR Part 226

https://www.fns.usda.gov/sites/default/files/CFR226.pdf

CACFP Meal Pattern for Older Children

https://www.fns.usda.gov/sites/default/files/cacfp/CACFP_childmealpattern.pdf

CACFP Food Buying Guide

https://www.fns.usda.gov/tn/food-buying-guide-for-child-nutrition-programs

CACFP Online Food Buying Guide Calculator

http://fbg.nfsmi.org/

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 8, 2018

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
_X_ Support Services
____ Personnel
____ Legal
____ Facilities

SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Ratification of Agreement #18-38 with Continuing Development, Inc. (CDI) for Supplying Snacks to CDI Preschool Students At Harrington School (Penanhoat/Lugotoff)

Oxnard School District is entering into an agreement with Continuing Development, Inc. (CDI) for the purpose of supplying daily snacks to the students in the CDI preschool program at Harrington School during the 2018-19 school year. The term of Agreement #18-38 is July 1, 2018 to June 30, 2019.

FISCAL IMPACT

None. CDI will reimburse the District for the cost of the snacks provided.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees ratify Agreement #18-38 with Continuing Development, Inc. (CDI) for the purpose of supplying snacks to their preschool program at Harrington School for the 2018-19 school year.

ADDITIONAL MATERIAL

Attached: Agreement #18-38 (10 pages)

OSD AGREEMENT #18-38

STANDARD AGREEMENT FOR FOOD SERVICE/VENDING

This Agreement is entered into on this 8th day of August, 2018 by and between Continuing Development, Inc. (CDI), hereinafter referred to as the "Agency", and Oxnard School District, hereinafter referred to as the "Vendor".

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

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

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

THEREFORE, both parties hereto agree as follows:

THE VENDOR AGREES TO:

1. Prepare and supply snacks, on the School District's scheduled days of service, inclusive of necessary straws, utensils and napkins for the CDI preschool program located at Harrington School in Oxnard in accordance with the number of snacks requested at cost of $0.88 per snack.

   *Price is subject to change up to the maximum amount of the published reimbursement rates as established by the Child and Adult Care Food Program (CACFP) for 2018-2019.

2. Assure that each snack provided to the Agency under this contract meets the minimum nutritional requirements as specified for children aged 3-5 by the CACFP Meal Pattern Schedule B (attached) which is excerpted from the regulations 7 CFR Part 226.20.

3. Provide CN labels for eligible products and/or official grain crediting letters that verify snack components and whole grain rich contributions in compliance with CACFP Meal Pattern for children aged 3-5.

4. Maintain full and accurate records that document: (1) the menus listing all snacks provided to the Agency during the term of this contract, (2) a listing of all reimbursable nutrition components of each snack, and (3) an itemization of the quantities of each component used to prepare said snack. The Vendor agrees to provide snack preparation documentation by using yield factors for each food item as listed in the

USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared for each snack.

5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the snack components and quantities itemized in the snack preparation records.

6. Maintain on a daily basis an accurate count of the number of snacks prepared for the Agency. Documentation must include the number of snacks requested by the Agency.

7. Allow the Agency to increase or decrease the number of snacks, as needed, when the request is made within twenty-four (24) hours of the scheduled pickup time.

8. Provide copy of menu to each vended site with accurately identified meal components for meal supplements (snacks).

9. CDI shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to CDI locations on non-student days at a cost of $250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit "A").

10. On a monthly basis, present to the Agency an invoice accompanied by reports that itemize the previous month's delivery. The Vendor agrees to forfeit payment for snacks that are not ready within one (1) hour of the agreed-upon delivery time, are spoiled or unwholesome at the time of delivery, are short of components, or do not otherwise meet the snack requirements contained in this Agreement.

11. Operate in accordance with current CACFP requirements.

12. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review is in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place.

13. Not subcontract for the assembly of the snack.

14. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

15. Where the Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510. (Lower Tier)

16. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Ensure that an Agency representative is available at each pickup site, at the specified time on each specified pickup day to receive, inspect and sign for the requested number of snacks. This individual will verify the temperature, quality and quantity of each snack. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirement of CACFP, and in health and sanitation.

2. Provide personnel to serve and clean the serving and eating areas, and assemble transport carts and auxiliary items for pickup.

3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.

4. Provide the Vendor with resources to Title 7 CFR Part 226; the CACFP Meal Pattern, Schedule B; the CNFDD Simplified Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food service requirements of CACFP.

5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency

agrees to notify the Vendor within 48 hours of receipt of any discrepancy in the invoice.

TERM OF THE AGREEMENT

This Agreement will take effect commencing July 1, 2018 and shall continue through June 30, 2019. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

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

Service Provider Official Signature	Agency Official Signature
Lisa Franz Official Name (please type)	Genevieve Pyeatt Agency Official Name (please type)
Director, Purchasing Title	Director, Nutrition & Health Educ. Title
(805) 385-1501 ext. 2414 Telephone	(805) 483-6756 Telephone
August 9, 2018 Date	Date

United States Department of Agriculture

CHILD MEAL PATTERN

Breakfast (Select all three components for a reimbursable meal)				
Food Components and Food Items[1]	**Ages 1-2**	**Ages 3-5**	**Ages 6-12**	**Ages 13-18**[2] (at-risk afterschool programs and emergency shelters)
Fluid Milk[3]	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both[4]	¼ cup	½ cup	½ cup	½ cup
Grains (oz eq)[5,6,7]				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal[8], cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold)[8,9]				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅛ cup	⅛ cup	¼ cup	¼ cup

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

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

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

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

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

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

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

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

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

CHILD MEAL PATTERN

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items[1]	**Ages 1-2**	**Ages 3-5**	**Ages 6-12**	**Ages 13-18**[2] (at-risk afterschool programs and emergency shelters)
Fluid Milk[3]	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products[4]	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened[5]	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables[6]	⅛ cup	¼ cup	½ cup	½ cup
Fruits[6,7]	⅛ cup	¼ cup	¼ cup	¼ cup
Grains (oz eq)[8,9]				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal[10], cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

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

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

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

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

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

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

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

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

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

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

CHILD MEAL PATTERN

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

Oxnard School District

2018-2019 School Calendar

July 2018						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

July

4 Independence day

August 2018						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

14 Staff Development Day (No Students)
15 Preparation Day (No Students)
16 First Day of School

14

September 2018						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

September

3 Labor Day Holiday

19

October 2018						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October

23

November 2018						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

November

2 Staff Development Day (No Students)
12 Veteran's Day Holiday
13 - 16 Conference Days (Minimum Days for Students)
19 - 23 Thanksgiving Holiday

16

December 2018						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

December

14 Minimum Day Teachers and Students
17 - 31 Winter Break

10

January 2019						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January

1 New Year's Day Holiday
1 - 4 Winter Break
21 MLK Holiday

18

February 2019						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

February

7 - 8 Conference Days (Minimum days for students)
15 President's Day Holiday
18 President's Day Holiday

18

March 2019						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

March

21

April 2019						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

April

8 - 19 Spring Break
19 Spring Holiday

12

May 2019						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May

27 Memorial Day Holiday

22

June 2019						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June

14 Last day of school (Min. day Teachers & Students)

10

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Ratification of Agreement/MOU #18-39, Ventura Unified School District (DeGenna)

This Agreement/MOU explains and confirms the agreement between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium, and the Oxnard School District.

The federal guidelines for identification of student funding for Indian Education have changed, and therefore, the number of students who can be served in the program has also changed. Oxnard School District has 18 students for whom federal funds will be received by the Ventura County Indian Education Consortium for the 2018-19 school year. In order to continue to provide the services as outlined in the Agreement/MOU, Oxnard School District is required to match the amount of federal funds provided.

FISCAL IMPACT:

$4,265.64 (matching funds) - Title I

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #18-39 with the Ventura Unified School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #18-39, Ventura Unified School District (3 Pages)
Indian Education Service Plan SY 18/19 (2 Pages)

MEMORANDUM OF UNDERSTANDING #18-39
Ventura County Indian Education Consortium

This Memorandum of Understanding (MOU) explains and confirms the agreements between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium (Provider) and the Oxnard School District (Partner School)

Memorandum of Understanding Purpose:
The purpose of this MOU is to create and confirm an effective working relationship between the Partner District, Oxnard School District, and the Ventura Unified School District (VUSD). This MOU also provides the means by which VUSD and the Partner District will maintain a collaborative relationship to ensure inter-agency services to Partner District students and families.

Memorandum of Understanding Timeline:
This MOU is effective July 1, 2018 and will extend through June 30, 2019.

Memorandum of Understanding and Description of Services:

Partner District agrees to the following:

1. Serve as a consortium partner to raise awareness regarding Indian Education.
2. Assist in the recruitment of eligible Indian Education students through existing district means of communication.
3. Confirm student enrollment for annual Title VI grant submission of student count.
4. Identify district and site contact personnel to facilitate communication with the VC Indian Education Consortium as required.
5. Provide classroom space or other school facilities to accommodate Indian Education lessons.
6. Be responsible for safeguarding participant information in compliance with Title 42 Code of Federal Regulations, Part 2.
7. Inform VUSD of changes in schedule and student participation.
8. Work with the VUSD staff as needed.

VUSD (Provider) agrees to the following:

1. Serve as Local Education Agency for VC Indian Education Consortium.
2. Hire all employees to provide Indian Education services.
3. <u>Provide basic services to eligible Indian Education students including:</u>
   a) Indian Education Parent Advisory Committee
   b) Indian Education enrollment and verification support
   c) Indian Education Annual Honoring Ceremony and Evening Events
   d) Indian Education teaching resources/lending library

e) Indian Education teacher workshops to introduce teaching resources and annual curriculum theme. The theme for 2018 – 19 is "Native American Indian Notable Leaders: Part II".

4. Provide services at Partner District schools through the district-supported format to include:

   a) Individual/small group lessons to support cultural identity and awareness for eligible Native American students (as in the past); or
   b) Classroom presentations on Native American themes (to include classmates of identified students).

5. Ensure that VUSD employees have received adequate training in the services being provided, and appropriate licenses/certificates are in current standing.

6. Ensure that VUSD employees have completed an appropriate background check, including fingerprinting/live scan as described below.

Both the Partner District and VUSD representatives of the VC Indian Education Consortium will agree on all elements of any program prior to implementation. Any potential funding issues that are not cost neutral are required to be approved by the VUSD District Office Administration prior to program implementation.

Payment of Funds to VUSD for VC Indian Education Consortium Services:
The Partner District, Oxnard School District, agrees to contribute $4,265.64 to VUSD for Indian Education services provided during the 2018-19 school year. Payment to VUSD will occur by September 30 upon receipt of an invoice from VUSD.

Indemnification:
The Partner District shall save, defend, hold harmless and indemnify VUSD (its employees, volunteers, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of the Partner District or its board members, officers, employees, volunteers or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of VUSD.

VUSD shall save, defend, hold harmless and indemnify the Partner District (District, board members, employees, volunteers and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Provider or its employees, volunteers, officers, directors or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of the Partner District.

Cancellation:

This MOU may be cancelled by either party upon 30 days written notice.

Signatures:

Partner District: Oxnard School District

Authorized District Representative: Lisa A. Franz

Signature: _____

Title: Director, Purchasing0

Date: _____

PROVIDER: Ventura Unified School District

Authorized Representative: _____

Signature: _____

Title: _____

Date: _____

Ventura County Indian Education Consortium

Ventura Unified School District (LEA)
Trudy Tuttle Arriaga Education Service Center
255 W. Stanley Ave., Suite 100
Ventura, California 93001
http://tiny.cc/vcindianed
(805) 641-5000 Ext. 1192 (Office & Records)
Fax: (805) 653-7862
Jennifer Elliott (TOSA), Coordinator
E-mail: jennifer.elliott@venturausd.org
(805) 641-5000 Ext. 1193

CONEJO VALLEY UNIFIED SCHOOL DISTRICT
FILLMORE UNIFIED SCHOOL DISTRICT
HUENEME SCHOOL DISTRICT
MOORPARK UNIFIED SCHOOL DISTRICT
OJAI UNIFIED SCHOOL DISTRICT
OXNARD SCHOOL DISTRICT
OXNARD UNION HIGH SCHOOL DISTRICT
RIO SCHOOL DISTRICT
SIMI VALLEY UNIFIED SCHOOL DISTRICT
VENTURA UNIFIED SCHOOL DISTRICT

Presidential Award Winning Program

Title VI Federal Project – Serving Public School Districts in Ventura County Since 1974

Ventura County Indian Education Consortium: Service Plan for 2018 – 2019

With your school district's continued partnership we can maintain our efforts to preserve the heritage of Native American students in Ventura County and the cultural history of our region. Each district is asked to consider the following formats:

- A district-supported format is possible with additional district contributions for each district's share of identified Native American students. Next year's federal grant funding has increased to $236.98 per student (see table below). Funds will be used to maintain experienced hourly teachers/counselors (as was done SY17-18). Service options include Indian Education through:
  - ✓ Individual/small group lessons to support cultural identity and awareness for eligible Native American students; or
  - ✓ Classroom presentations on Native American themes, and
  - ✓ On-site teacher workshops on Native American themes (open to all teachers).

- The basic format relies solely on federal funds ($80,099.24) to provide a limited Indian Education program which meets minimum federal requirements and does not provide school site visits. Services will include:
  - ✓ Indian Education Parent Advisory Committee
  - ✓ Indian Education enrollment and verification support
  - ✓ Indian Education Annual Honoring Ceremony and Evening Events
  - ✓ Indian Education teaching resources/lending library
  - ✓ Indian Education teacher workshops to introduce teaching resources and annual curriculum theme. The theme for 2018 – 19 is "Native American Indian Notable Leaders: Part II".
  - ✓ The Ventura Unified School District will continue to serve as the Local Education Agency

	NEXT YEAR'S DATA			THIS YEAR'S DATA			DIFFERENCE
School District	Indian Education 2018 Student Count	Federal funding SY18-19 per student $236.98	Proposed District Matching SY18-19	Indian Education 2017 Student Count	Federal funding SY17-18 per student $207.29	Provided District Matching SY17-18	Increase/Decrease Proposed District Matching for next year
Conejo Valley Unified	46	$10,901.08	$10,901.08	53	$10,986.37	$10,986.37	-$85.29
Fillmore Unified	3	$710.94	$710.94	4	$829.16	$829.16	-$118.22
Hueneme Elementary	6	$1,421.88	$1,421.88	8	$1,658.32	$1,658.32	-$236.44
Moorpark Unified	17	$4,028.66	$4,028.66	16	$3,316.64	$3,316.64	$712.02
Ojai Unified	4	$947.92	$947.92	4	$829.16	$829.16	$118.76
Oxnard	18	$4,265.64	$4,265.64	17	$3,523.93	$3,523.93	$741.71
Oxnard Union High	27	$6,398.46	$6,398.46	27	$5,596.83	$5,596.83	$801.63
Rio Elementary	10	$2,369.80	$2,369.80	11	$2,280.19	$2,280.19	$89.61
Simi Valley Unified	54	$12,796.92	$12,796.92	56	$11,608.24	$0.00	$1,188.68
Ventura Unified	145	$34,362.10	$34,362.10	140	$29,020.60	$29,020.60	$5,341.50
Other Publicly Funded Schools	8	$1,895.84	$0.00	14	$2,902.06	$0.00	$0.00
TOTAL	338	$80,099.24	$78,203.40	350	$72,551.50	$58,041.20	$20,162.20

Appropriate funding sources may include LCFF, general funds.

Consortium superintendents are asked to respond to this request by Friday, June 1 by sending an e-mail to Jennifer Elliott at Jennifer.elliott@venturausd.org confirming commitment of funds. This will permit final planning for the 2018-19 school year. Rosters of identified Indian Education students for each district can be provided on request.

With your district's funding support, Indian Education teachers and counselors will be able to continue school site visits to identified Indian Education students. Developed over 40 years, our program provides hands-on reading lessons that are enhanced with the use of realia, primary sources, cultural history and technology. We want to share these resources with students in your district to increase cultural proficiency and erase misconceptions of American Indian People. This is an opportunity to continue a historical program. Thank you for your partnership and support.

Sincerely,

Jennifer Elliott, Coordinator

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Ratification of Agreement #18-48, Ventura County Office of Education (DeGenna/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 2018-2019 fiscal year. The purpose is to support staff in the successful implementation of the PBIS CHAMPS approach.

FISCAL IMPACT:

Not to exceed $98,350.00 - 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 ratify Agreement #18-48 with the Ventura County Office of Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-48, Ventura County Office of Education (1 Page)

AGREEMENT #18-48 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 and Cohort D to include the remaining schools 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, Cohort C, and Cohort D 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 four one-day trainings for designated school site administrators and leaderships teams in August and October 2018 to support Cohort D, one-day trainings in October 2018 and January 2019 for Cohort A and one-day each make up sessions, and four one-day trainings in October 2018, November 2018, January 2019, and February 2019 for Cohorts B/C together, and two one-day trainings for Cohort A with optional two-day make up sessions in October 2018 and January 2019. Trainings will be facilitated with national trainer and CI staff including breakfast snacks at a designated VCOE or OSD locations. Two school visitations each for Lemonwood, Sierra Linda, Chavez, Frank and Ramona schools (dates TBD) with CI staff. One day and up to two afternoon trainings for up to 15 administrators on dates TBD. The total cost for the training sessions is $67,485.00.
   b. Provide up to six additional site CHAMPS training and/or visitation support for requested and selected OSD schools and or administrator(s) support. Dates to be mutually determined. Fee for each of the trainings is $1,250.00 for a total cost not to exceed $7,500.00.
   c. Provide up to (13) 3-4 hour Restorative Approaches meetings for administrator and or site leadership meetings at designated school sites (Dates TBD) by CI staff. The total cost for the ten 1hour sessions, customized design time, and graphics/resources is $13,805.00.
   d. As per the district's SUMS grant budget, indirect costs per grant items will not exceed $2,060.00.
   e. 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, $90,850.00 and up to $7,500.00 for graphics charges for a total of $98,350.00.

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 2018-2019 school year. Specific dates may be mutually adjusted as mutually agreed upon.

For the Oxnard School District

_____ _____
Lisa Franz, Director, Purchasing Date

For the Ventura County Office of Education

_____ _____
Antonio Castro, Ed.D., Associate Superintendent Date

_____ _____
Lisa Cline, Executive Director Business Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Ratification of Agreement #18-51 - Mixteco/Indigena Community Organizing Project (MICOP) – Case Management, Resource & Referral (DeGenna/Thomas)

The agreement formalizes Family Strengthening programming objectives, service levels, measures for success, and implementation strategies that will guide the efforts of MICOP in the delivery of Case Management, Resource & Referral services specifically to the Mixteco community.

Term of the agreement: **July 1, 2018 through June 30, 2019**

FISCAL IMPACT:

$119,165.00 to be paid out of First 5/Oxnard Neighborhood for Learning funds.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #18-51 with Mixteco/Indigena Community Organizing Project (MICOP).

ADDITIONAL MATERIAL:

Attached:

Agreement #18-51, Mixteco/Indigena Community Organizing Project (14 Pages)
Exhibit A Reporting and Expenditure Timelines (1 Page)
Exhibit B Service Provisions (1 Page)
Exhibit C Line Item Budget (1 Page)
Exhibit D Payment Method (1 Page)
Exhibit E Technology Services and Support (2 Pages)

Oxnard Neighborhood for Learning Program
FY 2018-2019

OXNARD SCHOOL DISTRICT
AGREEMENT #18-51

This **AGREEMENT** is between the **OXNARD SCHOOL DISTRICT,** hereinafter called "**DISTRICT**", and **MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT (MICOP),** P.O. Box 20543, Oxnard**,** California 93034, hereinafter referred to as "**SUBCONTRACTOR**".

WHEREAS, the DISTRICT is organized and existing, and authorized to enter into contracts for certain matters, pursuant to the provisions of the California Education Code; and

WHEREAS, the DISTRICT has entered, or will enter, into Agreement ("First 5 Agreement") with the Ventura County Children and Families First Commission (also known as "First 5 Ventura County"), hereafter "COMMISSION", which is organized and existing pursuant to the provisions of California Health and Safety Code, section 130100 et seq., and is authorized to enter into any contracts necessary or appropriate to carry out its lawful purposes as set forth in Division 108 of said code; and

WHEREAS, pursuant to the First 5 Agreement, COMMISSION selected DISTRICT to receive a portion of COMMISSION's allocation from revenues collected from the Proposition 10 excise taxes; and

WHEREAS, DISTRICT and SUBCONTRACTOR are qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services contemplated by this Agreement; and

WHEREAS, DISTRICT selected SUBCONTRACTOR, to render certain services and, in particular to operate as part of the First 5/Oxnard Neighborhood for Learning Program described in the First 5 Agreement, **CASE MANAGEMENT RESOURCE & REFERRAL**, hereinafter referred to as "**Program**" for fiscal year FY 2018-2019.

WHEREAS, "funding period" refers to a specific period of time for which there are corresponding service provisions and a budget. "Term" or "contract term" refers to the entire term of the whole Agreement and may encompass multiple funding periods.

NOW, THEREFORE, the parties hereto do mutually agree to the terms and conditions of this Agreement, as follows:

SECTION 1 - GENERAL PROVISIONS

1.1 **ADMINISTRATION**. DISTRICT Director of Early Childhood Education Programs, hereinafter referred to as **District Representative**, shall represent DISTRICT in all matters pertaining to this Agreement and shall administer this Agreement on behalf of DISTRICT. District Representative shall receive and approve claims for payment, audit and inspect records, monitor Program services, and provide other technical guidance as required. SUBCONTRACTOR's Executive Director (or equivalent position) shall be in charge of performing this Agreement and shall administer this Agreement on behalf of SUBCONTRACTOR. Any change to terms and conditions to this Agreement shall comply with SECTION 2, paragraph 2.28.

1.2 **TERM**. The term of this Agreement shall commence on and shall continue through the dates set forth in Exhibit D, during which time SUBCONTRACTOR shall perform the services required under this Agreement.

1.3 **COMPENSATION**. DISTRICT agrees to pay SUBCONTRACTOR a sum not to exceed the amount specified in Exhibit D for services outlined in SECTION 3 and performed during the term of this Agreement in accordance with the method of payment stipulated in SECTIONS 2 and 4.

1.4 NOTICES. All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to DISTRICT attention Noemi Valdes, Director of Early Childhood Education Programs, Oxnard School District at 1051 South A Street, Oxnard, California 93030, and to SUBCONTRACTOR at P.O. Box 20543, Oxnard, California 93034 Attention: Arcenio Lopez.

SECTION 2 - STANDARD PROVISIONS

2.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, it is understood and agreed that SUBCONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. SUBCONTRACTOR will not be entitled to any benefits payable to employees of DISTRICT, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. DISTRICT is not required to make any tax or benefit deductions from the compensation payable to SUBCONTRACTOR under the provisions of this Agreement. As independent contractors, SUBCONTRACTOR and DISTRICT hereby hold each other harmless from any and all claims that may be made against SUBCONTRACTOR or DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by SUBCONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of SUBCONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by SUBCONTRACTOR. DISTRICT will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

2.2 SUBCONTRACTOR'S EMPLOYEES AND EQUIPMENT. SUBCONTRACTOR agrees that SUBCONTRACTOR has secured or shall secure at SUBCONTRACTOR's own expense all persons, employees and equipment required to perform the services required under this Agreement, and that all such services shall be performed by SUBCONTRACTOR or under SUBCONTRACTOR's supervision by persons authorized by law to perform such services.

2.3 PERSONNEL DISCLOSURE. SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, 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 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.

SUBCONTRACTOR shall not knowingly employ in any capacity the Program, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. SUBCONTRACTOR shall immediately notify DISTRICT of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to SUBCONTRACTOR's. SUBCONTRACTOR has a duty to investigate the background of any employees, staff or volunteers coming into contact with children and to disclose any findings of violent crimes, crimes of a sexual nature and crimes involving the use of drugs or alcohol to the DISTRICT. Failure to investigate and/or failure to report findings, constitutes a default under this Agreement which could result in termination of this Agreement and/or withdrawal of funding.

2.4 RESPONSIBILITY FOR EQUIPMENT. DISTRICT shall not be responsible nor be held liable for any damage to person or property consequent upon the use or misuse of any equipment used by SUBCONTRACTOR or any of SUBCONTRACTOR's employees. If equipment is furnished, rented, or loaned to SUBCONTRACTOR by DISTRICT, the acceptance or use of any such equipment by SUBCONTRACTOR or SUBCONTRACTOR's employees shall be construed to mean that SUBCONTRACTOR accepts full responsibility for and agrees to exonerate, indemnify and hold harmless DISTRICT from and against any and all claims for any damage whatsoever resulting from the use, or misuse, of such equipment. The DISTRICT is not responsible for any equipment or property that is lost, stolen, damaged, or left behind by SUBCONTRACTOR.

2.5 INDEMNIFICATION AND HOLD HARMLESS. All activities and work covered by this Agreement shall be at the risk of SUBCONTRACTOR alone. SUBCONTRACTOR agrees to defend, indemnify and hold harmless (i) the COMMISSION, all of its Commissioners, committee members, employees, agents and volunteers and (ii) the DISTRICT, including each of the DISTRICT's Board of Trustees, committee members, officers, employees, attorneys, agents and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by SUBCONTRACTOR, save and except claims or litigation arising through the sole negligence, wrongdoing, or the willful misconduct of DISTRICT or the COMMISSION, as applicable. It is specifically agreed that the obligation to indemnify DISTRICT includes any claim by the COMMISSION of a violation of any provision of the First 5 Agreement in connection with, or related to, this Agreement or the services contemplated herein.

DISTRICT agrees to defend, indemnify and hold harmless SUBCONTRACTOR including all of its employees, agents, representatives, and attorneys against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly out of DISTRICT's active negligence, wrongdoing or the willful misconduct of DISTRICT.

2.6 CONTAMINATION AND POLLUTION. SUBONTRACTOR, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to SUBCONTRACTOR activities related to the Program. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities as described herein of the SUBCONTRACTOR will be borne entirely by the SUBCONTRACTOR.

2.7 INSURANCE.

2.7.1 SUBCONTRACTOR, 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 general aggregate limits Project, or Location, including personal injury and advertising injury liability, in the amount of $1,000,000 per occurrence, products/completed operations aggregate in the amount of $1,000,000 fire legal liability, and $100,000 limit for damage to premises rented to you, 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 Personal Automobile Liability coverage, in the minimum amounts of $100,000 per Person and $300,000 each Accident Bodily Injury and $100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

2.7.1.4 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of SUBCONTRACTOR and Employer's Liability in the minimum amount of $1,000,000, and a waiver of subrogation in favor of DISTRICT.

2.7.1.5 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.

2.7.1.6 Abuse/Molestation coverage in the minimum amount of $1,000,000 per occurrence with minimum $3,000,000 per occurrence for General Aggregate.

2.7.1.7 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A-VIII, 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.

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 SUBCONTRACTOR's insurance coverage and shall not contribute to SUBCONTRACTOR's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If SUBCONTRACTOR is self-insured, SUBCONTRACTOR shall maintain the insurance enumerated in Section 2.7 herein during the term of this Agreement to pay covered claims which may arise as a result of SUBCONTRACTOR's performance of this Agreement.

2.7.3 The Oxnard School District is to be named as **Additional Insured** with respects to work done by SUBCONTRACTOR 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.

Additional Insured as evidenced by **Endorsement number and copy of the endorsement** on all Liability coverage; the Oxnard School District cannot solely be the Certificate Holder without being "Additional Insured".

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 SUBCONTRACTOR 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. Certificate of Insurance must be issued as follows:

Oxnard School District
Attn: Lisa Franz, Director of Purchasing
1051 South A Street, Oxnard, CA 93030

The District must be added as an Additional Insured as follow: *Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured*.

2.7.5.2 Additional insured endorsements; and

2.7.5.3 Sixty (60) day Notice Cancellation Clause endorsements.

2.8 ASSIGNABILITY. Each party shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the parties thereto; provided, however, that claims for money due or to become due to SUBCONTRACTOR from DISTRICT under this Agreement may be assigned without such approval and notice of any such assignment or transfer shall be furnished promptly to DISTRICT.

2.9 INTEREST OF SUBCONTRACTOR. SUBCONTRACTOR covenants that SUBCONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement, and shall not directly or indirectly acquire any such interest.

SUBCONTRACTOR further covenants that in the performance of this Agreement no person known to SUBCONTRACTOR to have any such interest shall be employed or retained by SUBCONTRACTOR under this Agreement. SUBCONTRACTOR shall not hire DISTRICT employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of DISTRICT.

2.10 HIRING DIRECTORS PROHIBITED. SUBCONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the DISTRICT.

2.11 SUBCONTRACTS. Functions undertaken by SUBCONTRACTOR may not be carried out under subcontracts. DISTRICT has the right to refuse reimbursement for obligations incurred under any subcontract.

2.12 NONDISCRIMINATION. SUBCONTRACTOR shall abide by the current provisions, and later revisions, of the United States Civil Rights Act of 1964, which prohibits discrimination against any service recipient on the basis of race, national origin or ancestry, age, religion, sex, marital status, political affiliation, or physical or mental condition. SUBCONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), pertaining to the prohibition of discrimination against qualified handicapped persons under any program or activity, which receives or benefits from federal financial assistance.

2.13 POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

2.14 RELIGIOUS ACTIVITIES PROHIBITED. There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. SUBCONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.

2.15 LICENSES AND STANDARDS. SUBCONTRACTOR shall conform to all applicable 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. SUBCONTRACTOR shall further comply with, and be solely

responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation.

In the performance of this Agreement, SUBCONTRACTOR 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, SUBCONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which SUBCONTRACTOR transacts its business.

2.16 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA). SUBCONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION and DISTRICT relating to activities performed by SUBCONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon SUBCONTRACTOR.

2.17 COOPERATION WITH COMMISSION. SUBCONTRACTOR agrees to cooperate with COMMISSION and DISTRICT on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting and evaluation requirements established by COMMISSION, including but not limited to submission of evaluation forms as required within thirty (30) days after the end of each reporting quarter under this Agreement.

2.18 CONFIDENTIALITY. DISTRICT and SUBCONTRACTOR agree to maintain the confidentiality of all information and records regarding Program participants or their immediate families, except as otherwise required by law.

2.19 MAINTENANCE OF RECORDS. SUBCONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending DISTRICT, state, or federal audits are completed, whichever is later. Upon request, SUBCONTRACTOR shall make these records available within Ventura County to all authorized DISTRICT, state (including Auditor General) and federal personnel.

2.20 CUSTODY OF RECORDS. At its option, DISTRICT may within four (4) years of the Agreement's termination take custody of SUBCONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. DISTRICT agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by DISTRICT in an accessible location within Ventura County and shall be available to SUBCONTRACTOR for examination and inspection.

2.21 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS. Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate SUBCONTRACTOR's performance of Agreement in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations shall relate only to Program and may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants.

At any time during normal business hours, and as often as DISTRICT may deem reasonably necessary, SUBCONTRACTOR shall make available to DISTRICT, or authorized state, federal, or county officials for examination, all records pertaining to all matters covered by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

2.22 AUDIT REQUIREMENTS

2.22.1 The Single Audit Act requires sub-recipients (SUBCONTRACTOR) receiving $500,000 or more of federal funds in a fiscal year to obtain an audit performed in accordance with the United States Office of Management and Budget (OMB) Circular A-128, A-133, or A-110. At a minimum, reports shall:

2.22.1.1 Indicate that the audit was performed in accordance with generally accepted government audit standards.

2.22.1.2 Indicate whether the service provision was operated in compliance with the terms of federal grants, contain a statement on internal controls, and specify the amount of funds received from DISTRICT.

2.22.2 SUBCONTRACTOR shall submit to DISTRICT copies of audit(s) and management letter(s) completed in accordance with this paragraph 2.23 within thirty (30) days of receipt by SUBCONTRACTOR.

2.23 PROGRESS REPORTS. SUBCONTRACTOR shall submit to DISTRICT progress reports in a format approved by DISTRICT in accordance with the schedule outlined in Exhibit A. The report shall detail all work performed for the reporting period outlined in Exhibit A under this Agreement by SUBCONTRACTOR.

2.24 EVALUATION STUDIES. As requested by DISTRICT, COMMISSION, and State Commission (CCFC), SUBCONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of SUBCONTRACTOR services or to provide information about SUBCONTRACTOR's Program.

2.24.1 SUBCONTRACTOR shall collect process and demographic data on participants, where appropriate.

2.24.2 SUBCONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION / DISTRICT.

2.24.3 SUBCONTRACTOR shall provide DISTRICT demographic data, and service and outcome data in order for the DISTRICT to enter data in the evaluation software system designated by the COMMISSION/DISTRICT.

2.24.4 SUBCONTRACTOR shall submit complete data in accordance with the schedule outlined in Exhibit A.

2.25 WITHHOLDING. If SUBCONTRACTOR fails to comply with the conditions of this Agreement regarding reporting requirements in section 2.23 and in section 2.24 herein, the DISTRICT, at its sole discretion, may withhold payments until the deficiency is corrected.

2.26 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. DISTRICT shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents, data, films, tapes, and other materials developed by SUBCONTRACTOR under this Agreement, including materials covered by copyright, and DISTRICT and SUBCONTRACTOR reserves the right to authorize others to use or reproduce such materials.

DISTRICT shall retain ownership and have access to any report, preliminary findings, or data assembled by SUBCONTRACTOR under this Agreement. All such materials developed under the terms of this Agreement shall acknowledge the DISTRICT as the funding agent of the publication when applicable.

In addition, SUBCONTRACTOR must receive written permission from the DISTRICT prior to publication of any materials developed under this Agreement, and file with the DISTRICT a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication.

If publication is approved by DISTRICT, SUBCONTRACTOR agrees to compensate the COMMISSION in the form of royalty-fees, if required by the COMMISSION, and to enter into an agreement with the COMMISSION for that purpose. In addition, SUBCONTRACTOR hereby grants the COMMISSION a non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of any copyrighted works created, produced or developed in connection with this Agreement.

2.27 ATTRIBUTION. SUBCONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by DISTRICT, for all printed material specific to the Program funded by DISTRICT under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the SUBCONTRACTOR performs a Program that is identified in the DISTRICT's NfL Strategic Plan then they are required to use to the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the DISTRICT, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the DISTRICT, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported, in part, through a grant from:" placed over the logo.

For DISTRICT'S Oxnard Neighborhood for Learning Program, "First 5" shall precede the name of the Oxnard Neighborhood for Learning. SUBCONTRACTOR shall refer to the program as the "First 5 Oxnard Neighborhood for Learning" in all verbal communications and materials as defined in Section 2.27 herein.

2.28 CHANGES AND AMENDMENTS. DISTRICT and SUBCONTRACTOR may from time to time modify this Agreement. Such changes shall be effective when incorporated in written amendments to this Agreement and approved and executed by DISTRICT and SUBCONTRACTOR. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder conforms to the terms and requirements of applicable law.

2.29 TERMINATION FOR CAUSE.

2.29.1 Upon breach of this Agreement by either party hereto, the other party shall have the right, by giving written notice specifying the effective date, to terminate this Agreement in whole or in part for cause, which may include but is not limited to:

2.29.1.1 Failure for any reason of a party to fulfill, in a timely and proper manner, its obligations under this Agreement, including payment of funds or compliance with the approved Program and attached conditions, and such statutes, Executive Orders, and federal directives as may become applicable at any time; or

2.29.1.2 Submission by SUBCONTRACTOR to DISTRICT of reports that are incorrect or incomplete in any material respect; or

2.29.1.3 SUBCONTRACTOR's ineffective or improper use of funds provided by DISTRICT under this Agreement.

2.29.2 Upon a breach by SUBCONTRACTOR, DISTRICT, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more

of the following actions provided that the action taken is proportionate to the damage sustained by DISTRICT by reason of SUBCONTRACTOR's breach:

2.29.2.1 Afford SUBCONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the District Representative or at direction of CCFC.

2.29.2.2 Discontinue payment to SUBCONTRACTOR for the inclusive period in which SUBCONTRACTOR is in breach, which payment shall not be entitled to later recovery.

2.29.2.3 Withhold funds pending curing of the breach.

2.29.2.4 Offset against any monies billed by SUBCONTRACTOR but yet unpaid by DISTRICT those monies disallowed pursuant to 2.28.1 above.

2.30 TERMINATION FOR CONVENIENCE. Either DISTRICT or SUBCONTRACTOR may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.

2.31 TERMINATION DUE TO CESSATION OF STATE FUNDING. DISTRICT shall have the right to terminate this Agreement upon ten (10) days written notice in the event that the receipt by DISTRICT of funds from the State for this Program is reduced, suspended or terminated for any reason. SUBCONTRACTOR hereby expressly waives any and all claims against DISTRICT for damages arising from the termination, suspension or reduction of the funds provided by the State or federal government to DISTRICT for the Program under which this Agreement is made, or of the portion thereby delegated by this Agreement; provided said termination, suspension or reduction is not the result of DISTRICT's conduct.

2.32 CLOSE-OUT UPON TERMINATION. Upon termination of this Agreement, the parties shall perform all closeout procedures that are reasonable and necessary to complete the obligations owed, but not yet performed under this Agreement.

2.32.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to SUBCONTRACTOR by DISTRICT.

2.32.2 Any monies owed to DISTRICT by SUBCONTRACTOR may be offset against any compensation due to SUBCONTRACTOR for final payment from DISTRICT, as covered under this Agreement.

2.32.3 SUBCONTRACTOR shall return to DISTRICT any equipment, furniture, or supplies purchased in whole or in part with funds provided under this Agreement and all related parts. DISTRICT retains the right to waive this requirement.

2.33 PARTIAL PERFORMANCE. In the event less than all services are performed in a proper and timely manner, SUBCONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by District Representative.

In the event SUBCONTRACTOR anticipates a disruption in services related to this Agreement, DISTRICT is to be notified immediately of the nature, anticipated impact, and duration of such disruption.

2.34 FAIR HEARING. SUBCONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

2.35 MONITORING AND EVALUATION. DISTRICT shall monitor and evaluate SUBCONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.

2.36 CHILD ABUSE REPORTING. SUBCONTRACTOR shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

2.37 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES. SUBCONTRACTOR shall actively participate with all other First Five funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other DISTRICT funded programs.

2.38 SECURITY DEPOSITS. If SUBCONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relation to the performance of this Agreement, SUBCONTRACTOR shall return to the DISTRICT any balance thereof within 45 days of the termination of the lease. However, if SUBCONTRACTOR's contract term ends prior to the termination of the lease, then any balance of the security deposit shall be returned to the DISTRICT within 45 days of the close of the SUBCONTRACTOR's contract term.

SECTION 3 - SERVICE PROVISIONS

3.1 PROGRAM DESCRIPTION. Exhibit B attached hereto is incorporated herein by this reference.

SECTION 4 - FISCAL PROVISIONS

4.1 PAYMENT METHOD. SUBCONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement. Services shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement.

DISTRICT shall reimburse SUBCONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by DISTRICT in greater than 30 days, but less than 60 days after the date of DISTRICT's receipt of SUBCONTRACTOR's invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.

4.2 SUPPLANTING OF PROP 10 FUNDS. Prop 10 moneys received from SUBCONTRACTOR under the First 5 Agreement will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code section 30131.4.

4.3 INVOICES. By the fifteenth (15th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, SUBCONTRACTOR shall submit to DISTRICT a complete and signed invoice; exception invoice for June due by July 7th. Invoice shall be prepared in a format approved by the DISTRICT. Such an invoice shall include an itemized listing, as detailed in line item budget, Exhibit C for each corresponding funding period, of actual services rendered. SUBCONTRACTOR will provide documents to support expenses invoiced in each period, such as, enrollment summaries, attendance registers, timecards, utility bills, instructional materials, etc. The invoice shall be submitted to: Oxnard School District, 1051 South A Street, Oxnard, California 93030, Attention: Noemi Valdes, Director of Early Childhood Education Programs.

DISTRICT shall review the invoice, verify adherence to Agreement requirements and services, and authorize payments to SUBCONTRACTOR based upon claims submitted, provided that SUBCONTRACTOR is not in default under any provision of this Agreement. DISTRICT shall not

pay for unauthorized services rendered neither by SUBCONTRACTOR nor for claimed services which DISTRICT's monitoring staff shows have not been provided as required by this Agreement.

4.3.1 Final year-end invoices received more than 7 days after the close of funding period shall have a five (5) percent penalty imposed on the final invoiced amount. SUBCONTRACTOR may submit a written appeal of the penalty to the DISTRICT if there are extenuating circumstances that prohibited the timely submission of the invoice, but the DISTRICT retains the exclusive right to decide whether it will waive the penalty or not.

4.4 SUPPLEMENTAL INVOICES. No supplemental invoice shall be accepted by DISTRICT without prior notification to DISTRICT of the need and justification for such an invoice and authorization by DISTRICT to submit such invoice. Payments for authorized supplemental invoices shall be made as part of the next regular claim cycle.

4.5 BUDGET JUSTIFICATION.

4.5.1 Line Item. SUBCONTRACTOR charges shall be justified by the line item budget as attached, which is made a part of this Agreement by reference as Exhibit C, and which shall constitute a commitment by SUBCONTRACTOR to deliver the basic categorical resources stated herein.

4.5.2 Budget Changes. SUBCONTRACTOR may transfer funds between the line items set forth in Exhibit C for each corresponding funding period if such transfers represent less than a 10% (percent) increase to that item. Changes greater than 10% (percent) must be negotiated with and approved by the COMMISSION. No change pursuant to this provision shall increase the maximum amount of the contract.

4.6 WORKING CAPITAL. SUBCONTRACTOR must provide for sufficient working capital to meet the fiscal demands of this Agreement.

4.7 BUDGET DEVIATIONS. Deviations exceeding 10 percent (10%) of any single category proposed in the line item budget (Exhibit C) must receive prior DISTRICT approval before payment to SUBCONTRACTOR. In the event the actual cost of the Program is less than specified in Exhibit C, any unspent grant funds shall revert to COMMISSION. In the event the Program costs more than originally specified, SUBCONTRACTOR shall bear the responsibility for the excess cost.

4.8 MINIMUM STANDARDS. SUBCONTRACTOR shall maintain the following minimum standards with regard to salaries and benefits for Program employees:

4.8.1 All of the Program employees shall receive basic statutory coverage of Workers' Compensation, and Unemployment Insurance Benefits; and

4.8.2 All wages and benefits paid to Program employees which are no less than the minimum required by applicable state and federal law.

4.9 AUDIT EXCEPTIONS. SUBCONTRACTOR agrees to indemnify DISTRICT for State audit exceptions resulting from contract non-compliance on the part of SUBCONTRACTOR, and for claims made against DISTRICT arising from SUBCONTRACTOR performance of this Agreement.

DISTRICT agrees to indemnify SUBCONTRACTOR for State audit exceptions resulting from contract non-compliance on the part of DISTRICT, and for claims made against SUBCONTRACTOR arising from DISTRICT performance of this Agreement.

4.10 CONDITIONS PREREQUISITE TO PAYMENTS. Notwithstanding any other provision of this Agreement, and provided that the action taken is proportionate to SUBCONTRACTOR's alleged conduct, DISTRICT may elect not to make a particular payment on this Agreement if:

4.10.1 Misrepresentation. SUBCONTRACTOR knowingly made any misrepresentation of a material fact with respect to any information furnished by SUBCONTRACTOR directly to DISTRICT.

4.10.2 Litigation. There is then pending litigation with respect to the performance by SUBCONTRACTOR of any of its duties or obligations necessary hereunder which may jeopardize or adversely affect the undertaking or the carrying out of the Program.

4.10.3 Unauthorized Actions by SUBCONTRACTOR. SUBCONTRACTOR shall have taken any action pertaining to this Agreement, which required prior DISTRICT approval, without having first received said approval.

4.10.4 Default. SUBCONTRACTOR is in default under any provision of this Agreement and has not cured or taken reasonably prompt steps to commence the curing of such default.

4.10.5 Fiscal and Non-Fiscal Reporting. SUBCONTRACTOR has not submitted the required statements and reports as specified in this Agreement.

4.10.6 Suspension of Services. If DISTRTICT withholds payment pursuant to this section 4.10, SUBCONTRACTOR may suspend providing services under this Agreement, after giving the DISTRICT ten (10) days' notice thereof, until the parties hereto have resolved the issue which gave rise to the DISTRICT's withholding of payment.

4.11 REIMBURSEMENT. SUBCONTRACTOR shall not claim reimbursement from DISTRICT, or apply sums received from DISTRICT, with respect to that portion of its obligations, which have been paid by another source of revenue. SUBCONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1) state funds under any state program, or (2) DISTRICT funds under any DISTRICT program, without prior written approval of DISTRICT.

4.12 PURCHASE OF FIXED ASSETS & INFRASTRUCTURE PROJECTS. SUBCONTRACTOR shall not purchase any fixed assets or implement an infrastructure project under the terms of this Agreement.

4.13 MATCHING FUNDS. SUBCONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C for each corresponding funding period of payments made to SUBCONTRACTOR by DISTRICT. "Matching funds" are defined as the resources (cash or in-kind) provided by SUBCONTRACTOR used to accomplish a proposed scope of work. Matching funds shall be verifiable from the SUBCONTRACTOR's records. Actual amounts shall be reported **monthly** on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the DISTRICT reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

SECTION 5 – MISCELLANEOUS

5.1 GOVERNING LAW. This Agreement was executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California. Proper venue for the resolution of any dispute hereunder which the parties are unable to resolve through negotiation, or mutually agreed to non-binding mediation, shall be with the superior courts of the County of Ventura, California.

5.2 WAIVER. The failure of a party to insist in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligation in respect to such future performance shall continue in full force and effect.

5.3 COMPLIANCE WITH LAWS. In the performance of this Agreement, both parties shall comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental or other state or federal authority relating to the subject matter of this Agreement in the performance by the parties hereto of their obligations hereunder.

5.4 WHOLE AGREEMENT. This Agreement sets forth and shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements, whether written or oral, made by or on behalf of one party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one party to the other concerning such subject matter.

5.5 NO JOINT VENTURE, PARTNERSHIP OR AGENCY. Nothing in this Agreement shall create a partnership, agency or joint venture between the parties hereto, and, save as expressly provided in this Agreement, neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf or pledge the credit of or otherwise bind or obligate the other party hereto.

5.6 COMMUNICATIONS. A communication shall have effect for the purpose of this Agreement and shall be deemed to have been received by the party to whom it was made:

(a) If delivered by hand, upon receipt by the relevant person for whose attention it should be addressed under Paragraph 1.4, or upon receipt by any other person then upon the premises at the relevant address who reasonably appears to be authorized to receive mail or other messages on behalf of the relevant party; and

(b) If sent by telex or facsimile, upon the transmission of the communication to the relevant telex or facsimile number and the receipt by the transmitting telex or facsimile machine of any answer back code showing that the telex or facsimile message has been received properly by the telex or facsimile machine to which it was transmitted; and

(c) If sent by certified mail, seven (7) days after the date upon the certified mail receipt provided by the relevant postal authority.

Each party shall be obligated to send a notice to the other, in accordance with this section of any changes in details contained in Paragraph 1.4, which details shall then be deemed to have been amended accordingly.

5.7 AUTHORITY TO EXECUTE. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he/she has been fully empowered to execute this Agreement and that all necessary actions to authorize the execution of this Agreement have been taken.

5.8 NO RIGHTS CONFERRED ON THIRD PARTIES. Nothing in this Agreement whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor anything in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

5.9 SIGNATURES. This Agreement may be executed simultaneous in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.10 ENTIRE AGREEMENT. The terms and conditions set forth in Exhibits A, B, C, D, and E attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by DISTRICT and SUBCONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.

5.11 CONTINGENCY. This contract is contingent upon ratification of a contract agreement between the First 5 Ventura County (COMMISSION) and the Oxnard School District for Fiscal Year 2018-2019, where funding is approved for the services stipulated in Section 1 General Provisions under this Agreement.

IN WITNESS THEREOF, DISTRICT and SUBCONTRACTOR have executed this Agreement on the dates indicated.

SUBCONTRACTOR APPROVAL:	**DISTRICT APPROVAL:**
_____	_____
(Signature)	(Signature)
Arcenio Lopez, Executive Director	Lisa A. Franz, Director, Purchasing
(Typed Name/Title)	(Typed Name/Title)
_____	_____
(Date)	(Date)

MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT
CASE MANAGEMENT RESOURCE & REFERRAL

Term: July 1, 2018 to June 30, 2019

REPORTING and EXPENDITURE TIMELINES

Reports and data shall detail work performed in Section 3: Service Provisions, Exhibit B.

- *Narrative Progress Reports are due Quarterly (Contract Section 2.23 – Progress Reports).*
- *Participant & Service Counts/Data are due monthly (Contract Section 2.24 – Evaluation Studies).*
- *Parent Surveys and Evaluation surveys are due as specified by First 5 implementation guidelines (Contract Section 2.24 – Evaluation Studies).*
- *Core Intake forms are due monthly as new families enter programs (Contract Section 2.24 – Evaluation Studies).*

Financial reports shall adhere to Section 4: Fiscal Provisions, and Exhibit C Line Item Budget.

- *Fiscal Provisions and back-up documentation is due monthly (Contract Section 4.1, 4.3 – Payment Method, Invoices), including copies of time cards, receipts/invoices for purchases, etc.*

Reporting Period	Invoice/Report Due	Due Date
July 1, 2018 – July 31, 2018	Month 1 Invoice	August 15, 2018
August 1, 2018 – August 31, 2018	Month 2 Invoice	September 15, 2018
September 1, 2018 – September 30, 2018	Month 3 Invoice, and *Quarter 1 Narrative*	October 15, 2018
October 1, 2018 – October 31, 2018	Month 4 Invoice	November 15, 2018
November 1, 2018 – November 30, 2018	Month 5 Invoice	December 15, 2018
December 1, 2018 – December 31, 2018	Month 6 Invoice, and *Quarter 2 Narrative*	January 15, 2019
January 1, 2019 – January 31, 2019	Month 7 Invoice	February 15, 2019
February 1, 2019 – February 28, 2019	Month 8 Invoice	March 15, 2019
March 1, 2019 – March 31, 2019	Month 9 Invoice, and *Quarter 3 Narrative*	April 15, 2019
April 1, 2019 – April 30, 2019	Month 10 Invoice	May 15, 2019
May 1, 2019 – May 31, 2019	Month 11 Invoice	June 15, 2019
June 1, 2019 – June 30, 2019	Month 12 Invoice, and *Quarter 4 Narrative Report*	**July 7, 2019**

Submit to:
Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Noemi Valdes
Director of Early Childhood Education Programs

Mixteco Indigena Community Organizing Project ***Exhibit B***

Case Management, Resource & Referral (Puentes)

July 1, 2018 to June 30, 2019

Program Description: Family Strenghtening Services is built on the underlying principle that children do well when their families do well and families do better when they live in supportive neighborhoods. The Case Management, Outreach, Resource & Referral services MICOP will provide compliments the Oxnard NfL Family strengthening framework by providing culturally and linguistically relevant services to an isolated and hard to reach community, engaging parent participation in NfL activities, linking families to health, dental, vision, mental health and other social services.

Program Outcome(s): Parents are linked with services they need and other resources they are eligible for. Parents have the tools, resources, and support for healthy attachments and positive interactions with their children.

Program Component Description

Provide case management, resource and referral services and interpretation as needed to medical, dental, vision, mental health and other social services accessed through Family Resource Centers (FRCs) and community agencies spedcifically for Mixtec families. Outreach will be performed to promote linkage to social servies, early literacy, and school readiness services. Staff will maintain case management model as the basis for coordinating strategic services for at-risk families. Promotoras will particpate as members of the multi-disciplinary team for the delivery of intensive interventions for the target population. Staff will be located at Harrington and Chavez FRCs and at the Mixteco Indigena Community Organizing Project office.

					Participants		Quantitative Performance		Qualitative Performance	
No.	Activity	Method	Milestones / Objectives	Projected Units of Service (# of interactions per participant)	Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Outcome Performance Measure	OPM Tool
1	Service coordination/case management	Home visits, inperson and phone consultation	N/A	8 contacts	Parents	Yes	345	2,760	TBD	TBD

Program Specific Operational Provisions

2 Agency will encourage parent participation on the Oxnard NfL Parent Advisory groups at the Family Resource Centers; to assess the need of the Mixteco community and provide information, programming and implementation input.

3 Agency will continue to collaborate and plan with Oxnard NfL program and staff staff for implementation of family strengthening services at the Oxnard School District Family Resource Centers.

4 Agency will provide community resource and referral; linking parents to medical, dental, vision, mental health and other social services and community agencies, with an annual target of 1,500 parents served.

5 In partnership with other family strengthening providers, agency will participate in community events to promote linkage to services, early literacy, and school readiness.

6 Agency will continue to facilitate regular "case conferencing"/ supervision of case management; as a means to coordination of services for Puentes cases.

7 Agency will incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.

8 Incorporate the Strengthening Families/5 Protective Factors framework into programming for family support services

9 Agency will provide District quarterly narratvies, highlighting child growth and family successes.

Project Title: Resource & Referral and Outreach
Contract Period: July 1, 2018 - June 30, 2019

First Five covers .6424 FTE. OSD Covers 2.3576 FTE

		Matching Funds		
BUDGET CATEGORY	**Proposed 2018**	**Cash**	**In-Kind**	**Total**
LINE ITEMS				
I. PERSONNEL SERVICES				
Full-Time Staff				
Program manager supervision ($21/hr x 9h/w x 52 week)	$9,828.00			$9,828.00
Primary Promotor outreach/case management ($17.50/hr x 1920 hrs x 2.3576 FTE)	$79,215.36			$79,215.36
Promotores salary from First Five Contract				$0.00
Administrative and reporting assistance	$5,460.00			$5,460.00
Clinical Supervision (2 x 52 x $51)			$5,304.00	$5,304.00
Subtotal	$94,503.36	$0.00	$5,304.00	$99,807.36
Tax/Benefits @ 21.05	$19,892.96	$0.00		$19,892.96
Subtotal Personnel	$114,396.32	$0.00	$5,304.00	$119,700.32
II. OPERATING EXPENSES				
Mileage	$0.00			$0.00
Phone (3 employees x $20 x 12 mo)	$720.00			$720.00
Liability Insurance	$900.00			$900.00
Program Supplies	$242.22			$242.22
Subtotal Operating Expenses	$1,862.22	$15,140.00	$0.00	$17,002.22
Subtotal	$116,258.54	$15,140.00	$5,304.00	$136,702.54
III. INDIRECT COSTS				
MICOP administrative costs@ 2.5%	$2,906.46	$605.60		$3,512.06
TOTAL BUDGET	$119,165.00	$15,745.60	$5,304.00	$140,214.60

MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT
CASE MANAGEMENT RESOURCE & REFERRAL

Term: July 1, 2018 to June 30, 2019

PAYMENT METHOD

SUBCONTRACTOR shall be paid in accordance with the payment method as outlined below, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement.

1. SUBCONTRACTOR shall be paid in arrears, upon receipt of a monthly invoice with adequate supporting documentation for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit B.

2. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance to Exhibit C for services rendered. SUBCONTRACTOR' will be paid actual costs only, even if the costs estimated in SUBCONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.

3. Reimbursement for the contract term July 1, 2018 through June 30, 2019 shall not exceed **$119,165.00** based on the term of this agreement and in accordance with Exhibit C and the services described in Exhibit B.

MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT.
CASE MANAGEMENT, RESOURCE & REFERRAL

Term: July 1, 2018 to June 30, 2019

Exhibit E
Technology Services and Support

1) This agreement addresses technology equipment purchased by the Oxnard School District and or technology equipment donated to the Oxnard School District.

2) District Policy BP 4450 states, "All gifts, grants and bequests shall become district property. The district's discretionary power with respect to the use of the gift shall not be impaired by any restriction or condition imposed by the donor… Gifts of a portable nature, since they become property of the district, shall be subject to the same rules and procedures that govern the use of any other similar district property."

3) All donations that meet the District standards will be joined to the District Active Directory Domain.

4) In the case of district equipment used for the operation of Waterford and accessed by students; all students will be given a generic login and access to the network to:

    a. Login
    b. Run Waterford
    c. Print to Preschool Printer
    d. Access Filtered Internet
    e. Limited Storage on local server

    In addition, students will be entered into the District's Student Information System (SIS) for tracking and reporting at the State and local level.

5) In the case of district equipment used for the daily operations of the program and accessed by agency staff; all staff will be given a generic login and access to the network to:

    a. Login
    b. Run Waterford
    c. Print to Preschool Printer
    d. Access Filtered Internet
    e. Access Limited Storage on local server
    f. Access WebMail from third party provider.

6) Neither students not staff will be provided:

    a. Access to workstation or server to install programs

b. Oxnard School District Email Accounts

c. Access to District SIS

d. Access to District Files

7) All district purchased and donated systems will be treated like other District computers. When an issue arises…

   a. Contact local lab technician for assistance. At his discretion, he will fix or refer to the District IT staff

   b. If local lab technician is not available, the requestor may email the District IT Department at support@oxnardsd.org or call (805) 385-1501 ext. 2100

      i. IT staff will contact the requestor within 24 hours

      ii. IT staff will address the issue within 72 hours or let the requestor know the progress and a timeline for completion.

   c. If issues continue, the requestor can contact the District thru the NfL Department for assistance in resolving the issue.

8) The IT District and Local Support staff will provide:

   a. **Connectivity Verification** – Do workstations connect to network? Is the District switching properly working?

   b. **Login Support** – Are logins connecting to network and their assigned resources?

   c. **Software Support** – Do the workstation connect to and launch Waterford? Since this is the Schools owed Waterford, program troubleshooting will be address thru the school.

   d. **Hardware Support** – Do the workstations run properly and are they properly patched with current updates of the BIOS, Operating System, AntiVirus Software. If issues arise, is it hardware, software or network related?

   e. **Hardware Replace** – If the workstation is under warranty, the IT staff will work with the manufacturer to provide and install replacement parts.

9) Outside agencies may not setup their personal switching, wireless, workstations or printers without the permission of the Oxnard School District Chief Information Officer.

10) Any other issues not listed above are not supported by the District. This includes replacement of systems no longer under warranty. If additional assistance is needed, the outside agency should work through the NfL staff to resolve their needs.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna **Date of Meeting:** 8/8/18

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

Ratification of Agreement #18-52 - Mixteco/Indigena Community Organizing Project (MICOP) – Aprendiendo con Mama y Papa (DeGenna/Thomas)

The agreement formalizes programming objectives, service levels, measures for success, and implementation strategies that will guide the efforts of MICOP in the delivery of Aprendiendo con Mama y Papa workshop services specifically to the Mixteco community.

Term of the agreement: **July 1, 2018 through June 30, 2019**

FISCAL IMPACT:

$27,457.00 to be paid out of First 5/Oxnard Neighborhood for Learning funds.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #18-52 with Mixteco/Indigena Community Organizing Project (MICOP).

ADDITIONAL MATERIAL:

Attached:

Agreement #18-52, Mixteco/Indigena Community Organizing Project (14 Pages)
Exhibit A Reporting and Expenditure Timelines (1 Page)
Exhibit B Service Provisions (1 Page)
Exhibit C Line Item Budget (1 Page)
Exhibit D Payment Method (1 Page)

Oxnard Neighborhood for Learning Program
FY 2018-2019

OXNARD SCHOOL DISTRICT
AGREEMENT #18-52

This **AGREEMENT** is between the **OXNARD SCHOOL DISTRICT,** hereinafter called **"DISTRICT"**, and **MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT (MICOP),** P.O. Box 20543, Oxnard**,** California 93034, hereinafter referred to as "**SUBCONTRACTOR**".

WHEREAS, the DISTRICT is organized and existing, and authorized to enter into contracts for certain matters, pursuant to the provisions of the California Education Code; and

WHEREAS, the DISTRICT has entered, or will enter, into Agreement ("First 5 Agreement") with the Ventura County Children and Families First Commission (also known as "First 5 Ventura County"), hereafter "COMMISSION", which is organized and existing pursuant to the provisions of California Health and Safety Code, section 130100 et seq., and is authorized to enter into any contracts necessary or appropriate to carry out its lawful purposes as set forth in Division 108 of said code; and

WHEREAS, pursuant to the First 5 Agreement, COMMISSION selected DISTRICT to receive a portion of COMMISSION's allocation from revenues collected from the Proposition 10 excise taxes; and

WHEREAS, DISTRICT and SUBCONTRACTOR are qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services contemplated by this Agreement; and

WHEREAS, DISTRICT selected SUBCONTRACTOR, to render certain services and, in particular to operate as part of the First 5/Oxnard Neighborhood for Learning Program described in the First 5 Agreement, **APRENDIENDO CON MAMA y PAPA**, hereinafter referred to as "**Program**" for fiscal year FY 2018-2019.

WHEREAS, "funding period" refers to a specific period of time for which there are corresponding service provisions and a budget. "Term" or "contract term" refers to the entire term of the whole Agreement and may encompass multiple funding periods.

NOW, THEREFORE, the parties hereto do mutually agree to the terms and conditions of this Agreement, as follows:

SECTION 1 - GENERAL PROVISIONS

1.1 **ADMINISTRATION**. DISTRICT Director of Early Childhood Education Programs, hereinafter referred to as **District Representative**, shall represent DISTRICT in all matters pertaining to this Agreement and shall administer this Agreement on behalf of DISTRICT. District Representative shall receive and approve claims for payment, audit and inspect records, monitor Program services, and provide other technical guidance as required. SUBCONTRACTOR's Executive Director (or equivalent position) shall be in charge of performing this Agreement and shall administer this Agreement on behalf of SUBCONTRACTOR. Any change to terms and conditions to this Agreement shall comply with SECTION 2, paragraph 2.28.

1.2 **TERM**. The term of this Agreement shall commence on and shall continue through the dates set forth in Exhibit D, during which time SUBCONTRACTOR shall perform the services required under this Agreement.

1.3 **COMPENSATION**. DISTRICT agrees to pay SUBCONTRACTOR a sum not to exceed the amount specified in Exhibit D for services outlined in SECTION 3 and performed during the term of this Agreement in accordance with the method of payment stipulated in SECTIONS 2 and 4.

1.4 NOTICES. All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to DISTRICT attention Noemi Valdes, Director of Early Childhood Education Programs, Oxnard School District at 1051 South A Street, Oxnard, California 93030, and to SUBCONTRACTOR at P.O. Box 20543, Oxnard, California 93034 Attention: Arcenio Lopez.

SECTION 2 - STANDARD PROVISIONS

2.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, it is understood and agreed that SUBCONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. SUBCONTRACTOR will not be entitled to any benefits payable to employees of DISTRICT, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. DISTRICT is not required to make any tax or benefit deductions from the compensation payable to SUBCONTRACTOR under the provisions of this Agreement. As independent contractors, SUBCONTRACTOR and DISTRICT hereby hold each other harmless from any and all claims that may be made against SUBCONTRACTOR or DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by SUBCONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of SUBCONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by SUBCONTRACTOR. DISTRICT will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

2.2 SUBCONTRACTOR'S EMPLOYEES AND EQUIPMENT. SUBCONTRACTOR agrees that SUBCONTRACTOR has secured or shall secure at SUBCONTRACTOR's own expense all persons, employees and equipment required to perform the services required under this Agreement, and that all such services shall be performed by SUBCONTRACTOR or under SUBCONTRACTOR's supervision by persons authorized by law to perform such services.

2.3 PERSONNEL DISCLOSURE. SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, 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 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.

SUBCONTRACTOR shall not knowingly employ in any capacity the Program, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. SUBCONTRACTOR shall immediately notify DISTRICT of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to SUBCONTRACTOR's. SUBCONTRACTOR has a duty to investigate the background of any employees, staff or volunteers coming into contact with children and to disclose any findings of violent crimes, crimes of a sexual nature and crimes involving the use of drugs or alcohol to the DISTRICT. Failure to investigate and/or failure to report findings, constitutes a default under this Agreement which could result in termination of this Agreement and/or withdrawal of funding.

2.4 RESPONSIBILITY FOR EQUIPMENT. DISTRICT shall not be responsible nor be held liable for any damage to person or property consequent upon the use or misuse of any equipment used by SUBCONTRACTOR or any of SUBCONTRACTOR's employees. If equipment is furnished, rented, or loaned to SUBCONTRACTOR by DISTRICT, the acceptance or use of any such equipment by SUBCONTRACTOR or SUBCONTRACTOR's employees shall be construed to mean that SUBCONTRACTOR accepts full responsibility for and agrees to exonerate, indemnify and hold harmless DISTRICT from and against any and all claims for any damage whatsoever resulting from the use, or misuse, of such equipment. The DISTRICT is not responsible for any equipment or property that is lost, stolen, damaged, or left behind by SUBCONTRACTOR.

2.5 INDEMNIFICATION AND HOLD HARMLESS. All activities and work covered by this Agreement shall be at the risk of SUBCONTRACTOR alone. SUBCONTRACTOR agrees to defend, indemnify and hold harmless (i) the COMMISSION, all of its Commissioners, committee members, employees, agents and volunteers and (ii) the DISTRICT, including each of the DISTRICT's Board of Trustees, committee members, officers, employees, attorneys, agents and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by SUBCONTRACTOR, save and except claims or litigation arising through the sole negligence, wrongdoing, or the willful misconduct of DISTRICT or the COMMISSION, as applicable. It is specifically agreed that the obligation to indemnify DISTRICT includes any claim by the COMMISSION of a violation of any provision of the First 5 Agreement in connection with, or related to, this Agreement or the services contemplated herein.

DISTRICT agrees to defend, indemnify and hold harmless SUBCONTRACTOR including all of its employees, agents, representatives, and attorneys against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly out of DISTRICT's active negligence, wrongdoing or the willful misconduct of DISTRICT.

2.6 CONTAMINATION AND POLLUTION. SUBONTRACTOR, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to SUBCONTRACTOR activities related to the Program. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities as described herein of the SUBCONTRACTOR will be borne entirely by the SUBCONTRACTOR.

2.7 INSURANCE.

2.7.1 SUBCONTRACTOR, 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 general aggregate limits Project, or Location, including personal injury and advertising injury liability, in the amount of $1,000,000 per occurrence, products/completed operations aggregate in the amount of $1,000,000 fire legal liability, and $100,000 limit for damage to premises rented to you, 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 Personal Automobile Liability coverage, in the minimum amounts of $100,000 per Person and $300,000 each Accident Bodily Injury and $100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

2.7.1.4 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of SUBCONTRACTOR and Employer's Liability in the minimum amount of $1,000,000, and a waiver of subrogation in favor of DISTRICT.

2.7.1.5 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.

2.7.1.6 Abuse/Molestation coverage in the minimum amount of $1,000,000 per occurrence with minimum $3,000,000 per occurrence for General Aggregate.

2.7.1.7 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A-VIII, 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.

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 SUBCONTRACTOR's insurance coverage and shall not contribute to SUBCONTRACTOR's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If SUBCONTRACTOR is self-insured, SUBCONTRACTOR shall maintain the insurance enumerated in Section 2.7 herein during the term of this Agreement to pay covered claims which may arise as a result of SUBCONTRACTOR's performance of this Agreement.

2.7.3 The Oxnard School District is to be named as **Additional Insured** with respects to work done by SUBCONTRACTOR 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.

Additional Insured as evidenced by **Endorsement number and copy of the endorsement** on all Liability coverage; the Oxnard School District cannot solely be the Certificate Holder without being "Additional Insured".

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 SUBCONTRACTOR 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. Certificate of Insurance must be issued as follows:

Oxnard School District
Attn: Lisa Franz, Director of Purchasing
1051 South A Street, Oxnard, CA 93030

The District must be added as an Additional Insured as follow: *Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured*.

2.7.5.2 Additional insured endorsements; and

2.7.5.3 Sixty (60) day Notice Cancellation Clause endorsements.

2.8 ASSIGNABILITY. Each party shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the parties thereto; provided, however, that claims for money due or to become due to SUBCONTRACTOR from DISTRICT under this Agreement may be assigned without such approval and notice of any such assignment or transfer shall be furnished promptly to DISTRICT.

2.9 INTEREST OF SUBCONTRACTOR. SUBCONTRACTOR covenants that SUBCONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement, and shall not directly or indirectly acquire any such interest.

SUBCONTRACTOR further covenants that in the performance of this Agreement no person known to SUBCONTRACTOR to have any such interest shall be employed or retained by SUBCONTRACTOR under this Agreement. SUBCONTRACTOR shall not hire DISTRICT employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of DISTRICT.

2.10 HIRING DIRECTORS PROHIBITED. SUBCONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the DISTRICT.

2.11 SUBCONTRACTS. Functions undertaken by SUBCONTRACTOR may not be carried out under subcontracts. DISTRICT has the right to refuse reimbursement for obligations incurred under any subcontract.

2.12 NONDISCRIMINATION. SUBCONTRACTOR shall abide by the current provisions, and later revisions, of the United States Civil Rights Act of 1964, which prohibits discrimination against any service recipient on the basis of race, national origin or ancestry, age, religion, sex, marital status, political affiliation, or physical or mental condition. SUBCONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), pertaining to the prohibition of discrimination against qualified handicapped persons under any program or activity, which receives or benefits from federal financial assistance.

2.13 POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

2.14 RELIGIOUS ACTIVITIES PROHIBITED. There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. SUBCONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.

2.15 LICENSES AND STANDARDS. SUBCONTRACTOR shall conform to all applicable 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. SUBCONTRACTOR shall further comply with, and be solely

responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation.

In the performance of this Agreement, SUBCONTRACTOR 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, SUBCONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which SUBCONTRACTOR transacts its business.

2.16 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA). SUBCONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION and DISTRICT relating to activities performed by SUBCONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon SUBCONTRACTOR.

2.17 COOPERATION WITH COMMISSION. SUBCONTRACTOR agrees to cooperate with COMMISSION and DISTRICT on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting and evaluation requirements established by COMMISSION, including but not limited to submission of evaluation forms as required within thirty (30) days after the end of each reporting quarter under this Agreement.

2.18 CONFIDENTIALITY. DISTRICT and SUBCONTRACTOR agree to maintain the confidentiality of all information and records regarding Program participants or their immediate families, except as otherwise required by law.

2.19 MAINTENANCE OF RECORDS. SUBCONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending DISTRICT, state, or federal audits are completed, whichever is later. Upon request, SUBCONTRACTOR shall make these records available within Ventura County to all authorized DISTRICT, state (including Auditor General) and federal personnel.

2.20 CUSTODY OF RECORDS. At its option, DISTRICT may within four (4) years of the Agreement's termination take custody of SUBCONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. DISTRICT agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by DISTRICT in an accessible location within Ventura County and shall be available to SUBCONTRACTOR for examination and inspection.

2.21 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS. Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate SUBCONTRACTOR's performance of Agreement in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations shall relate only to Program and may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants.

At any time during normal business hours, and as often as DISTRICT may deem reasonably necessary, SUBCONTRACTOR shall make available to DISTRICT, or authorized state, federal, or county officials for examination, all records pertaining to all matters covered by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

2.22 AUDIT REQUIREMENTS

2.22.1 The Single Audit Act requires sub-recipients (SUBCONTRACTOR) receiving $500,000 or more of federal funds in a fiscal year to obtain an audit performed in accordance with the United States Office of Management and Budget (OMB) Circular A-128, A-133, or A-110. At a minimum, reports shall:

2.22.1.1 Indicate that the audit was performed in accordance with generally accepted government audit standards.

2.22.1.2 Indicate whether the service provision was operated in compliance with the terms of federal grants, contain a statement on internal controls, and specify the amount of funds received from DISTRICT.

2.22.2 SUBCONTRACTOR shall submit to DISTRICT copies of audit(s) and management letter(s) completed in accordance with this paragraph 2.23 within thirty (30) days of receipt by SUBCONTRACTOR.

2.23 PROGRESS REPORTS. SUBCONTRACTOR shall submit to DISTRICT progress reports in a format approved by DISTRICT in accordance with the schedule outlined in Exhibit A. The report shall detail all work performed for the reporting period outlined in Exhibit A under this Agreement by SUBCONTRACTOR.

2.24 EVALUATION STUDIES. As requested by DISTRICT, COMMISSION, and State Commission (CCFC), SUBCONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of SUBCONTRACTOR services or to provide information about SUBCONTRACTOR's Program.

2.24.1 SUBCONTRACTOR shall collect process and demographic data on participants, where appropriate.

2.24.2 SUBCONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION / DISTRICT.

2.24.3 SUBCONTRACTOR shall provide DISTRICT demographic data, and service and outcome data in order for the DISTRICT to enter data in the evaluation software system designated by the COMMISSION/DISTRICT.

2.24.4 SUBCONTRACTOR shall submit complete data in accordance with the schedule outlined in Exhibit A.

2.25 WITHHOLDING. If SUBCONTRACTOR fails to comply with the conditions of this Agreement regarding reporting requirements in section 2.23 and in section 2.24 herein, the DISTRICT, at its sole discretion, may withhold payments until the deficiency is corrected.

2.26 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. DISTRICT shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents, data, films, tapes, and other materials developed by SUBCONTRACTOR under this Agreement, including materials covered by copyright, and DISTRICT and SUBCONTRACTOR reserves the right to authorize others to use or reproduce such materials.

DISTRICT shall retain ownership and have access to any report, preliminary findings, or data assembled by SUBCONTRACTOR under this Agreement. All such materials developed under the terms of this Agreement shall acknowledge the DISTRICT as the funding agent of the publication when applicable.

In addition, SUBCONTRACTOR must receive written permission from the DISTRICT prior to publication of any materials developed under this Agreement, and file with the DISTRICT a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication.

If publication is approved by DISTRICT, SUBCONTRACTOR agrees to compensate the COMMISSION in the form of royalty-fees, if required by the COMMISSION, and to enter into an agreement with the COMMISSION for that purpose. In addition, SUBCONTRACTOR hereby grants the COMMISSION a non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of any copyrighted works created, produced or developed in connection with this Agreement.

2.27 ATTRIBUTION. SUBCONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by DISTRICT, for all printed material specific to the Program funded by DISTRICT under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the SUBCONTRACTOR performs a Program that is identified in the DISTRICT's NfL Strategic Plan then they are required to use to the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the DISTRICT, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the DISTRICT, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported, in part, through a grant from:" placed over the logo.

For DISTRICT'S Oxnard Neighborhood for Learning Program, "First 5" shall precede the name of the Oxnard Neighborhood for Learning. SUBCONTRACTOR shall refer to the program as the "First 5 Oxnard Neighborhood for Learning" in all verbal communications and materials as defined in Section 2.27 herein.

2.28 CHANGES AND AMENDMENTS. DISTRICT and SUBCONTRACTOR may from time to time modify this Agreement. Such changes shall be effective when incorporated in written amendments to this Agreement and approved and executed by DISTRICT and SUBCONTRACTOR. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder conforms to the terms and requirements of applicable law.

2.29 TERMINATION FOR CAUSE.

2.29.1 Upon breach of this Agreement by either party hereto, the other party shall have the right, by giving written notice specifying the effective date, to terminate this Agreement in whole or in part for cause, which may include but is not limited to:

2.29.1.1 Failure for any reason of a party to fulfill, in a timely and proper manner, its obligations under this Agreement, including payment of funds or compliance with the approved Program and attached conditions, and such statutes, Executive Orders, and federal directives as may become applicable at any time; or

2.29.1.2 Submission by SUBCONTRACTOR to DISTRICT of reports that are incorrect or incomplete in any material respect; or

2.29.1.3 SUBCONTRACTOR's ineffective or improper use of funds provided by DISTRICT under this Agreement.

2.29.2 Upon a breach by SUBCONTRACTOR, DISTRICT, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more

of the following actions provided that the action taken is proportionate to the damage sustained by DISTRICT by reason of SUBCONTRACTOR's breach:

2.29.2.1 Afford SUBCONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the District Representative or at direction of CCFC.

2.29.2.2 Discontinue payment to SUBCONTRACTOR for the inclusive period in which SUBCONTRACTOR is in breach, which payment shall not be entitled to later recovery.

2.29.2.3 Withhold funds pending curing of the breach.

2.29.2.4 Offset against any monies billed by SUBCONTRACTOR but yet unpaid by DISTRICT those monies disallowed pursuant to 2.28.1 above.

2.30 TERMINATION FOR CONVENIENCE. Either DISTRICT or SUBCONTRACTOR may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.

2.31 TERMINATION DUE TO CESSATION OF STATE FUNDING. DISTRICT shall have the right to terminate this Agreement upon ten (10) days written notice in the event that the receipt by DISTRICT of funds from the State for this Program is reduced, suspended or terminated for any reason. SUBCONTRACTOR hereby expressly waives any and all claims against DISTRICT for damages arising from the termination, suspension or reduction of the funds provided by the State or federal government to DISTRICT for the Program under which this Agreement is made, or of the portion thereby delegated by this Agreement; provided said termination, suspension or reduction is not the result of DISTRICT's conduct.

2.32 CLOSE-OUT UPON TERMINATION. Upon termination of this Agreement, the parties shall perform all closeout procedures that are reasonable and necessary to complete the obligations owed, but not yet performed under this Agreement.

2.32.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to SUBCONTRACTOR by DISTRICT.

2.32.2 Any monies owed to DISTRICT by SUBCONTRACTOR may be offset against any compensation due to SUBCONTRACTOR for final payment from DISTRICT, as covered under this Agreement.

2.32.3 SUBCONTRACTOR shall return to DISTRICT any equipment, furniture, or supplies purchased in whole or in part with funds provided under this Agreement and all related parts. DISTRICT retains the right to waive this requirement.

2.33 PARTIAL PERFORMANCE. In the event less than all services are performed in a proper and timely manner, SUBCONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by District Representative.

In the event SUBCONTRACTOR anticipates a disruption in services related to this Agreement, DISTRICT is to be notified immediately of the nature, anticipated impact, and duration of such disruption.

2.34 FAIR HEARING. SUBCONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

2.35 MONITORING AND EVALUATION. DISTRICT shall monitor and evaluate SUBCONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.

2.36 CHILD ABUSE REPORTING. SUBCONTRACTOR shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

2.37 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES. SUBCONTRACTOR shall actively participate with all other First Five funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other DISTRICT funded programs.

2.38 SECURITY DEPOSITS. If SUBCONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relation to the performance of this Agreement, SUBCONTRACTOR shall return to the DISTRICT any balance thereof within 45 days of the termination of the lease. However, if SUBCONTRACTOR's contract term ends prior to the termination of the lease, then any balance of the security deposit shall be returned to the DISTRICT within 45 days of the close of the SUBCONTRACTOR's contract term.

SECTION 3 - SERVICE PROVISIONS

3.1 PROGRAM DESCRIPTION. Exhibit B attached hereto is incorporated herein by this reference.

SECTION 4 - FISCAL PROVISIONS

4.1 PAYMENT METHOD. SUBCONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement. Services shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement.

DISTRICT shall reimburse SUBCONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by DISTRICT in greater than 30 days, but less than 60 days after the date of DISTRICT's receipt of SUBCONTRACTOR's invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.

4.2 SUPPLANTING OF PROP 10 FUNDS. Prop 10 moneys received from SUBCONTRACTOR under the First 5 Agreement will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code section 30131.4.

4.3 INVOICES. By the fifteenth (15th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, SUBCONTRACTOR shall submit to DISTRICT a complete and signed invoice; exception invoice for June due by July 7th. Invoice shall be prepared in a format approved by the DISTRICT. Such an invoice shall include an itemized listing, as detailed in line item budget, Exhibit C for each corresponding funding period, of actual services rendered. SUBCONTRACTOR will provide documents to support expenses invoiced in each period, such as, enrollment summaries, attendance registers, timecards, utility bills, instructional materials, etc. The invoice shall be submitted to: Oxnard School District, 1051 South A Street, Oxnard, California 93030, Attention: Noemi Valdes, Director of Early Childhood Education Programs.

DISTRICT shall review the invoice, verify adherence to Agreement requirements and services, and authorize payments to SUBCONTRACTOR based upon claims submitted, provided that SUBCONTRACTOR is not in default under any provision of this Agreement. DISTRICT shall not

pay for unauthorized services rendered neither by SUBCONTRACTOR nor for claimed services which DISTRICT's monitoring staff shows have not been provided as required by this Agreement.

4.3.1 Final year-end invoices received more than 7 days after the close of funding period shall have a five (5) percent penalty imposed on the final invoiced amount. SUBCONTRACTOR may submit a written appeal of the penalty to the DISTRICT if there are extenuating circumstances that prohibited the timely submission of the invoice, but the DISTRICT retains the exclusive right to decide whether it will waive the penalty or not.

4.4 SUPPLEMENTAL INVOICES. No supplemental invoice shall be accepted by DISTRICT without prior notification to DISTRICT of the need and justification for such an invoice and authorization by DISTRICT to submit such invoice. Payments for authorized supplemental invoices shall be made as part of the next regular claim cycle.

4.5 BUDGET JUSTIFICATION.

4.5.1 Line Item. SUBCONTRACTOR charges shall be justified by the line item budget as attached, which is made a part of this Agreement by reference as Exhibit C, and which shall constitute a commitment by SUBCONTRACTOR to deliver the basic categorical resources stated herein.

4.5.2 Budget Changes. SUBCONTRACTOR may transfer funds between the line items set forth in Exhibit C for each corresponding funding period if such transfers represent less than a 10% (percent) increase to that item. Changes greater than 10% (percent) must be negotiated with and approved by the COMMISSION. No change pursuant to this provision shall increase the maximum amount of the contract.

4.6 WORKING CAPITAL. SUBCONTRACTOR must provide for sufficient working capital to meet the fiscal demands of this Agreement.

4.7 BUDGET DEVIATIONS. Deviations exceeding 10 percent (10%) of any single category proposed in the line item budget (Exhibit C) must receive prior DISTRICT approval before payment to SUBCONTRACTOR. In the event the actual cost of the Program is less than specified in Exhibit C, any unspent grant funds shall revert to COMMISSION. In the event the Program costs more than originally specified, SUBCONTRACTOR shall bear the responsibility for the excess cost.

4.8 MINIMUM STANDARDS. SUBCONTRACTOR shall maintain the following minimum standards with regard to salaries and benefits for Program employees:

4.8.1 All of the Program employees shall receive basic statutory coverage of Workers' Compensation, and Unemployment Insurance Benefits; and

4.8.2 All wages and benefits paid to Program employees which are no less than the minimum required by applicable state and federal law.

4.9 AUDIT EXCEPTIONS. SUBCONTRACTOR agrees to indemnify DISTRICT for State audit exceptions resulting from contract non-compliance on the part of SUBCONTRACTOR, and for claims made against DISTRICT arising from SUBCONTRACTOR performance of this Agreement.

DISTRICT agrees to indemnify SUBCONTRACTOR for State audit exceptions resulting from contract non-compliance on the part of DISTRICT, and for claims made against SUBCONTRACTOR arising from DISTRICT performance of this Agreement.

4.10 CONDITIONS PREREQUISITE TO PAYMENTS. Notwithstanding any other provision of this Agreement, and provided that the action taken is proportionate to SUBCONTRACTOR's alleged conduct, DISTRICT may elect not to make a particular payment on this Agreement if:

4.10.1 Misrepresentation. SUBCONTRACTOR knowingly made any misrepresentation of a material fact with respect to any information furnished by SUBCONTRACTOR directly to DISTRICT.

4.10.2 Litigation. There is then pending litigation with respect to the performance by SUBCONTRACTOR of any of its duties or obligations necessary hereunder which may jeopardize or adversely affect the undertaking or the carrying out of the Program.

4.10.3 Unauthorized Actions by SUBCONTRACTOR. SUBCONTRACTOR shall have taken any action pertaining to this Agreement, which required prior DISTRICT approval, without having first received said approval.

4.10.4 Default. SUBCONTRACTOR is in default under any provision of this Agreement and has not cured or taken reasonably prompt steps to commence the curing of such default.

4.10.5 Fiscal and Non-Fiscal Reporting. SUBCONTRACTOR has not submitted the required statements and reports as specified in this Agreement.

4.10.6 Suspension of Services. If DISTRTICT withholds payment pursuant to this section 4.10, SUBCONTRACTOR may suspend providing services under this Agreement, after giving the DISTRICT ten (10) days' notice thereof, until the parties hereto have resolved the issue which gave rise to the DISTRICT's withholding of payment.

4.11 REIMBURSEMENT. SUBCONTRACTOR shall not claim reimbursement from DISTRICT, or apply sums received from DISTRICT, with respect to that portion of its obligations, which have been paid by another source of revenue. SUBCONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1) state funds under any state program, or (2) DISTRICT funds under any DISTRICT program, without prior written approval of DISTRICT.

4.12 PURCHASE OF FIXED ASSETS & INFRASTRUCTURE PROJECTS. SUBCONTRACTOR shall not purchase any fixed assets or implement an infrastructure project under the terms of this Agreement.

4.13 MATCHING FUNDS. SUBCONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C for each corresponding funding period of payments made to SUBCONTRACTOR by DISTRICT. "Matching funds" are defined as the resources (cash or in-kind) provided by SUBCONTRACTOR used to accomplish a proposed scope of work. Matching funds shall be verifiable from the SUBCONTRACTOR's records. Actual amounts shall be reported **monthly** on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the DISTRICT reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

SECTION 5 – MISCELLANEOUS

5.1 GOVERNING LAW. This Agreement was executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California. Proper venue for the resolution of any dispute hereunder which the parties are unable to resolve through negotiation, or mutually agreed to non-binding mediation, shall be with the superior courts of the County of Ventura, California.

5.2 WAIVER. The failure of a party to insist in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligation in respect to such future performance shall continue in full force and effect.

5.3 COMPLIANCE WITH LAWS. In the performance of this Agreement, both parties shall comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental or other state or federal authority relating to the subject matter of this Agreement in the performance by the parties hereto of their obligations hereunder.

5.4 WHOLE AGREEMENT. This Agreement sets forth and shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements, whether written or oral, made by or on behalf of one party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one party to the other concerning such subject matter.

5.5 NO JOINT VENTURE, PARTNERSHIP OR AGENCY. Nothing in this Agreement shall create a partnership, agency or joint venture between the parties hereto, and, save as expressly provided in this Agreement, neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf or pledge the credit of or otherwise bind or obligate the other party hereto.

5.6 COMMUNICATIONS. A communication shall have effect for the purpose of this Agreement and shall be deemed to have been received by the party to whom it was made:

(a) If delivered by hand, upon receipt by the relevant person for whose attention it should be addressed under Paragraph 1.4, or upon receipt by any other person then upon the premises at the relevant address who reasonably appears to be authorized to receive mail or other messages on behalf of the relevant party; and

(b) If sent by telex or facsimile, upon the transmission of the communication to the relevant telex or facsimile number and the receipt by the transmitting telex or facsimile machine of any answer back code showing that the telex or facsimile message has been received properly by the telex or facsimile machine to which it was transmitted; and

(c) If sent by certified mail, seven (7) days after the date upon the certified mail receipt provided by the relevant postal authority.

Each party shall be obligated to send a notice to the other, in accordance with this section of any changes in details contained in Paragraph 1.4, which details shall then be deemed to have been amended accordingly.

5.7 AUTHORITY TO EXECUTE. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he/she has been fully empowered to execute this Agreement and that all necessary actions to authorize the execution of this Agreement have been taken.

5.8 NO RIGHTS CONFERRED ON THIRD PARTIES. Nothing in this Agreement whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor anything in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

5.9 SIGNATURES. This Agreement may be executed simultaneous in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.10 ENTIRE AGREEMENT. The terms and conditions set forth in Exhibits A, B, C, and D attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by DISTRICT and SUBCONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.

5.11 CONTINGENCY. This contract is contingent upon ratification of a contract agreement between the First 5
Ventura County (COMMISSION) and the Oxnard School District for Fiscal Year 2018-2019, where funding is approved for the services stipulated in Section 1 General Provisions under this Agreement.

IN WITNESS THEREOF, DISTRICT and SUBCONTRACTOR have executed this Agreement on the dates indicated.

SUBCONTRACTOR APPROVAL:	**DISTRICT APPROVAL:**
_____	_____
(Signature)	(Signature)
Arcenio Lopez, Executive Director	Lisa A. Franz, Director, Purchasing
(Typed Name/Title)	(Typed Name/Title)
_____	_____
(Date)	(Date)

MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT
APRENDIENDO CON MAMA Y PAPA

Term: July 1, 2018 to June 30, 2019

REPORTING and EXPENDITURE TIMELINES

Reports and data shall detail work performed in Section 3: Service Provisions, Exhibit B.

- *Narrative Progress Reports are due Quarterly (Contract Section 2.23 – Progress Reports).*
- *Participant & Service Counts/Data are due monthly (Contract Section 2.24 – Evaluation Studies).*
- *Parent Surveys and Evaluation surveys are due as specified by First 5 implementation guidelines (Contract Section 2.24 – Evaluation Studies).*
- *Core Intake forms are due monthly as new families enter programs (Contract Section 2.24 – Evaluation Studies).*

Financial reports shall adhere to Section 4: Fiscal Provisions, and Exhibit C Line Item Budget.

- *Fiscal Provisions and back-up documentation is due monthly (Contract Section 4.1, 4.3 – Payment Method, Invoices), including copies of time cards, receipts/invoices for purchases, etc.*

Reporting Period	Invoice/Report Due	Due Date
July 1, 2018 – July 31, 2018	Month 1 Invoice	August 15, 2018
August 1, 2018 – August 31, 2018	Month 2 Invoice	September 15, 2018
September 1, 2018 – September 30, 2018	Month 3 Invoice, and *Quarter 1 Narrative*	October 15, 2018
October 1, 2018 – October 31, 2018	Month 4 Invoice	November 15, 2018
November 1, 2018 – November 30, 2018	Month 5 Invoice	December 15, 2018
December 1, 2018 – December 31, 2018	Month 6 Invoice, and *Quarter 2 Narrative*	January 15, 2019
January 1, 2019 – January 31, 2019	Month 7 Invoice	February 15, 2019
February 1, 2019 – February 28, 2019	Month 8 Invoice	March 15, 2019
March 1, 2019 – March 31, 2019	Month 9 Invoice, and *Quarter 3 Narrative*	April 15, 2019
April 1, 2019 – April 30, 2019	Month 10 Invoice	May 15, 2019
May 1, 2019 – May 31, 2019	Month 11 Invoice	June 15, 2019
June 1, 2019 – June 30, 2019	Month 12 Invoice, and *Quarter 4 Narrative Report*	**July 7, 2019**

Submit to:
Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Noemi Valdes
Director of Early Childhood Education Programs

MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT ***Exhibit B***

APRENDIENDO con MAMA y PAPA

July 1, 2018 to June 30, 2019

Program Description: Aprendiendo con Mama y Papa program is designed to strengthen Mixteco families by encouraging and modeling positive interactions of 2-3 year olds. Parent/child dyads will participated in activities which stimulate children's social, emotional, physical, cognitive and sensory development.

Program Outcome(s) - ***Early Learning;*** Parents are engaging children in early learning and are reading to their children ofter and from an early age. Parents have the tools, resources and supports for healthy attachments and positive interactions with their children.

Provide supports to strengthen bonds between parents and their children and the responsiveness to toddler's needs by increasing knowledge and understanding of the development of young children. **Aprendiendo con Mama y Papa** is a series of Parent and Child Together (PACT) classes oriented around activities which encourage parents to interact with and stimulate thier child's social, emotional, physical, cognitive and sensory development. Workshops will be culturally relevant to the Mixteco population and will focus on easily reproduced activities at home, and will include singing, dancing, counting games, manipultives, art, nutrition, book-sharing. Each series will consists of 6-8 parent/child dyads, for 6 weeks - one time per week for 60 minutes. Series will be offered at self contained locations that lend themselves to the needs of young children. **Subcontracted to Mixteco Indigena Community Organizing Project**

					Participants		Quantitative Performance Measure		Qualitative Performance Measure	
No.	**Activity**	**Method**	**Milestones/ Objectives**	**Projected Units of Service (# of interactions per participant)**	**Participant Type**	**Core**	**Projected # of Participants**	**Projected # of Service Contacts (interactions/ service units x participants)**	**Outcome Performance Measure**	**OPM Tool**
1	Early Learning for PACT	Class	12 cohorts, 6 sessions per cohort = 72 sessions	6 contacts per participant	Children 0-5 and Parents	Yes	96 Children and 83 Parents = 179 participants	1,164	TBD	TBD

PROGRAM SPECIFIC OPERATIONAL PROVISIONS

2 Agency is responsible to perform outreach in the community for puposes of engaging parent participation.

3 Agency will refer family to Oxnard NfL Family Liaisons located at the Oxnard School District Family Resource Centers as needed for linkage to community services.

4 Agency will provide a list of activities for inclusion in the monthly NfL calendar no later than the 10th of the month before the events.

5 Agency will incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.

6 Agency will incorporate the F5VC Commission approved Early Learning for Parent and Child Together Standards into Program implementation practices.

Contract Agency: Mixteco Indigena Community Organizing Project

Exhibit C

Project Title: Aprendiendo con Mama y Papa

Please adjust contract for total of $27,457 NfL funding.

Contract Period: July 1, 2018 - June 30, 2019

		Matching Funds		
BUDGET CATEGORY	**Oxnard NfL Funding**	**Cash**	**In-Kind**	**Total**
LINE ITEMS				
I. PERSONNEL SERVICES				
Promotoras (12 series x 30 h + 40 training) x $16	$6,400.00			$6,400.00
Childcare (5 series x 2 hrs x 6 sessions x $13.50)	$810.00			$810.00
Supervision and Clinical ($19 x 8h/w x 52 w)	$7,904.00			$7,904.00
Administrative Support ($21 x 1h/w x 52w)	$1,092.00			$1,092.00
ED Oversight of program		$1,140.00		$1,140.00
Enrollment through Puentes program				$0.00
Clinical supervision			$1,224.00	$1,224.00
Subtotal	**$16,206.00**			**$16,206.00**
Benefits @ .17	$2,755.02			$2,755.02
Subtotal Personnel	**$18,961.02**	**$1,140.00**	**$1,224.00**	**$21,325.02**
II. OPERATING EXPENSES				
Teaching Materials ($180 x 12 series)	$2,160.00			$2,160.00
Manipulatives ($70x 12 series)	$840.00			$840.00
Office Supplies	$100.26		$300.00	$400.26
Snacks ($38 x 12 series)	$456.00			$456.00
Class Completion Incentives (12 series x 8 students x $25)	$2,400.00			$2,400.00
Parent Kits ($12.5 x 12 series x 8 students)	$1,200.00			$1,200.00
Basic needs - community meetings			$2,000.00	$2,000.00
Subtotal Operating Expenses	**$7,156.26**	**$0.00**	**$3,524.00**	**$10,680.26**
III. OTHER EXPENSES				
Liability Insurance	$540.00	$0.00	$0.00	$540.00
Subtotal	**$26,657.28**	**$1,140.00**	**$4,748.00**	**$32,545.28**
V. INDIRECT COST				
Indirect cost x .035	**$799.72**			**$799.72**
TOTAL BUDGET	**$27,457.00**	**$1,140.00**	**$4,748.00**	**$33,345.00**

MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT
APRENDIENDO CON MAMA Y PAPA

Term: July 1, 2018 to June 30, 2019

PAYMENT METHOD

SUBCONTRACTOR shall be paid in accordance with the payment method as outlined below, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement.

1. SUBCONTRACTOR shall be paid in arrears, upon receipt of a monthly invoice with adequate supporting documentation for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit B.

2. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance to Exhibit C for services rendered. SUBCONTRACTOR' will be paid actual costs only, even if the costs estimated in SUBCONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.

3. Reimbursement for the contract term July 1, 2018 through June 30, 2019 shall not exceed **$27,457.00** based on the term of this agreement and in accordance with Exhibit C and the services described in Exhibit B.

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/Janet Penanhoat Date of Meeting: August 8, 2018

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 and Adoption of the June 2018 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Morales/Penanhoat/CFW)

At the June 20, 2018 regularly scheduled board meeting, the Board received the June 2018 Semi-Annual Implementation Program Update as an adjustment to Master Construct and Implementation Program (Program) and received a detailed presentation by CFW at that meeting.

This update provides the third semi-annual update to the Board since establishment of the now-integrated Master Construct and Implementation Program (Program) adopted by the Board in January 2017. The report is also the eleventh in a series of updates linked to the original 2013 Implementation Program, and reflects conditions of the District's Program between the December 2017 adoption and the time of this document's publishing in June 2018. Updates are provided on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Recommendations are provided for consideration and further action by the Board over the next six-month period.

The District is in the fifth year of implementing academic programs that focus on student collaboration, communication, problem solving and producing projects that demonstrate mastery of the curriculum by creating Academic Strand Focus and Academy programs. The District's capital improvement program continues to invest in building 21st century learning environments that facilitate the implementation of highly effective and innovative teaching strategies that foster creativity, collaboration, communication, and problem-solving skills in all students through the use of educational technology tools and resources.

The Master Construct and Implementation Program integrates efforts associated with the implementation of Measure "R" and Measure "D". All Phase 1 Measure "R" facility improvements pursuant to the Basic Plan are either completed, under construction, or approved by the Division of the State Architect (DSA). Completed facilities program efforts include the acquisition of the Seabridge K-5 elementary school site, kindergarten and science lab upgrades to 22 classrooms across eight school sites, and the opening of the new Harrington K-5 campus. Projects underway include continued reconstruction efforts for the new Lemonwood K-8 school (Phase 2) and new Elm K-5 campus, a new 12 classroom building at Marshall elementary school, kindergarten/flex improvements at Brekke,

Ritchen, and McAuliffe, and a new child development center/kindergarten annex at Harrington Elementary School.

Measure "D" projects are well underway including DSA approval of the reconstructed McKinna K-5 elementary school project anticipated to commence construction in summer 2018, submittal to DSA for the new Seabridge K-5 school, and DSA submittal for the reconstruction of Rose Avenue K-5 school. The new elementary and middle school site at Doris Avenue and Patterson Road has been purchased, the Final Environmental Impact Report completed and approved, and the LAFCo annexation process initiated. Construction has commenced for the kindergarten/flex classroom projects planned at McAuliffe, Ritchen, Brekke elementary schools, with Ramona to follow.

Marina West is the next school to be considered for replacement under the Master Construct Program and would be rebuilt via a "re-use of plans" approach based on the new design of the Rose Avenue school facility. Likewise, a multipurpose room/gym option is presented for consideration for the Driffill K-8 school site.

The overall Program projects, budgets, sequencing, and timelines continue to be reviewed and adjusted by the Board on a six-month interval since the Program's inception in 2013.

FISCAL IMPACT

The Master Construct and Implementation Program will be funded through the use of Measure "R" and "D" funds, available local developer fees, and State modernization and new construction grants. Overall funding has been adjusted to approximately $459.9 million. The increase is the result of the additional projected developer fees. Proposed uses have been adjusted to provide previously Board approved increases to current projects due to specific project construction needs and required professional services. Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board.

RECOMMENDATION

It is the recommendation of the District's Superintendent and the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board accept and adopt the June 2018 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program, and that the Board direct staff and CFW to proceed with adjustments to the program for immediate implementation.

ADDITIONAL MATERIAL

Attached: June 2018 Semi-Annual Implementation Program Update Report (72 pages)

June 2018



OXNARD SCHOOL DISTRICT

MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Semi-Annual Report to the Board of Trustees



CFW
Planning and Financing Better Schools for California Students

Prepared by:

Caldwell Flores Winters
1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

6425 Christie Avenue, Suite 270
Emeryville, CA 94608

815 Colorado Boulevard, Suite 201
Los Angeles, CA 90041

For:

Oxnard School District
1051 South A Street
Oxnard, CA 93030

TABLE OF CONTENTS

INDEX OF TABLES

INDEX OF FIGURES

SECTION 1

PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. ("CFW") is pleased to present this semi-annual update to the Master Construct and Implementation Program ("Program") to the Oxnard School District ("District") Board of Trustees ("Board"). This update report is the eleventh report in a series of updates linked to the original 2013 Implementation Program, and the subsequent Master Construct and Implementation Program ("Program"} adopted by the Board in 2016. It reflects conditions of the District's Program between the December 2017 adoption and the time of this document's publishing in June 2018. Updates are provided on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Recommendations are provided for consideration and further action by the Board over the next six-month period.

The Program continues to provide a consolidated master budget and schedule which merges and integrates proposed projects reliant on the funds from the Measure "R" and Measure "D" bond programs and other local sources, including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available under the School Facilities Program (SFP). Program projects, budgets, sequencing, and timelines continue to be reviewed and adjusted by the Board on a six-month interval.

Major projects that have been completed and those that have moved forth in the last six-month period include:

- Completion of the first phase of the new Lemonwood K-8 school
- Continued construction of the new Elm K-5 school and new Marshall classroom building
- Initiation of construction of new kindergarten/flex classrooms at Brekke, McAuliffe, and Ritchen elementary schools
- Conversion and construction of the Harrington Early Childhood Development Center
- Purchase of two planned school sites to accommodate existing and future District enrollment

- Submittal of design plans to the Division of the State Architect (DSA) for the new Seabridge K-5 elementary
- Approval of design plans from the DSA for the McKinna K-5 reconstruction project
- Submittal to DSA for the Rose Avenue reconstruction project
- Completion of a California Environmental Quality Act (CEQA) Environmental Impact Report (EIR) review of a the 25-acre Doris/Patterson site to accommodate a new elementary school and additional middle school

The following components provide an executive summary to the Board on the status of Program efforts that have progressed since the previously adopted six-month review and provide recommended adjustments for the next six-month period.

1.1 EDUCATIONAL PROGRAM

The District is in the fifth year of implementing academic programs that focus on student collaboration, communication, problem solving and producing projects that demonstrate mastery of the curriculum by creating Academic Strand Focus and Academy programs. The District's capital improvement program continues to invest in building 21st century learning environments that facilitate the implementation of highly effective and innovative teaching strategies that foster creativity, collaboration, communication, and problem-solving skills in all students through the use of educational technology tools and resources.

The District remains focused on providing training on foundational skills that facilitate the implementation and teaching of writing across the curriculum. In addition, the District remains committed to establishing a professional culture where groups work in partnership, team up, and collaborate for the sole purpose of improving teaching and learning.

The District is expanding its Dual Language Immersion (DLI) programs implementing a 50/50 program at 9 schools including four grade K-5 and five grade K-8 campuses. Soria, the sixth K-8 school, continues to implement the 80/20 model. Implementation is scheduled to continue through the summer and into the new school year. In addition, activities over the next six-month period include the development and execution of Transition Plans designed to aid site administrators, staff and students in moving into soon to be completed projects.

1.2 STATE AND LOCAL CONSIDERATIONS

Student enrollment impacts facilities funding programs for most California school districts in need of major facility improvements. State projections suggest an overall decline in State and Ventura County K-8 enrollments over the next five years, absent additional migration or increased residential construction. The District's consultant suggests a similar decline for the Oxnard School District. Decreases in enrollment may decrease projected amounts of future State aid grants. This requires the District to consider accelerating project applications for State aid and prioritizing those applications that may need the least amount of time to be fully processed prior to any potential decline in overall enrollment.

Total development costs, including hard and soft costs, are now approaching $600 per square foot. This is approximately 30% higher than costs for construction of Harrington in 2014 when compared to the most recent bid for the construction of McKinna in May 2018. Program Reserves will need to be substantially increased to keep up with projects already in the design and planning process and a rescheduling of project implementation is proposed to accommodate this requirement. Such approaches are presented and proposed as adjustments to the Master Budget and Master Schedule of projects.

State implementation of Prop. 51 funding to match or offset school construction costs has impacted the Program. To date, approximately $3.0 billion of the amount of bonds approved by State voters for K-12 facilities is expected to be on the waiting list for funding consideration by the end of the year. The balance is anticipated to be fully subscribed within the next 24 to 30 months. However, the timeline required to submit an application for State funding for some of the remaining projects may exceed the projected window of the remaining availability of Prop. 51 funding. There is a need to accelerate remaining Master Construct projects that do not require such an additional lead time for design, CDE/DSA approval and submittal of remaining new construction eligibility. Additional projects are proposed for consideration.

1.3 FACILITIES PROGRAM

All Phase 1 Measure "R" facility improvements under the Basic Program are either completed, under construction, or approved by the DSA. Completed Program efforts include the acquisition of the Seabridge K-5 elementary school site, kindergarten and science lab upgrades to 22 classrooms across eight school sites, and the opening of the new Harrington K-5 campus. Projects underway are fully detailed in the following report and summarized below:

- The first phase of construction for the reconstructed Lemonwood K-8 is complete and includes the main classroom and multipurpose buildings. Occupation of the new classroom building and multi-purpose building by students and staff occurred as planned in February 2018. Construction is underway for the second phase and will include new kindergarten and administration buildings, expected to be completed by April 2019.
- Reconstruction of the Elm K-5 school facility started in February 2017 is planned to be completed over two construction phases, with the first phase of construction to be completed by December 2018 and the second phase by June 2019. The first phase of construction includes the classroom, kindergarten, multipurpose and administration buildings. The second phase of construction includes demolition of the existing school and creation of the new school play field. Installation of the windows and roofing at the classroom building, administration building and kindergarten building is complete. These buildings have mechanical, electrical and plumbing systems roughed in on their interiors. Drywall has been installed and drywall finishing is underway. Installation of the ceiling grid is ongoing at the classroom building and the kindergarten building.
- Construction for the new Marshall twelve (12) classroom building project began in September 2017 and is scheduled to be completed by October 2018. Structural steel framing for the new classroom building has been set in place. Wood framing for the ground level is also complete and

the second level framing is underway. The elevator pit has been poured and structural steel for the elevator has also been erected. The playground is complete and was turned over to the school in May 2018.

- The Harrington Early Child Development Center/Kindergarten Annex project includes the renovation of three buildings of the original Harrington school to provide flexible classroom facilities to serve preschool or kindergarten/transitional kindergarten programs. Construction commenced in September 2017 and is scheduled to be completed in August 2018.
- Design plans for the McKinna reconstruction received DSA approval in March 2018 and a proposed Guaranteed Maximum Price (GMP) contract is anticipated to be presented to the Board in June 2018. Design plans for the new Seabridge K-5 elementary school were submitted to DSA in February 2018 and design efforts for the Rose Avenue reconstruction continue with DSA submittal anticipated for June 2018.
- Land acquisition efforts for the Doris/Patterson new school site were completed in late April 2018. In March 2018, the District completed the final Environmental Impact Report (EIR) for the project and filed the required notices to complete the California Environmental Quality Act (CEQA) process. The project requires annexation into the City of Oxnard, pursuant to Ventura Local Agency Formation Commission (LAFCo) approval of several changes of organization, collectively called reorganization. The LAFCo application process is anticipated to be completed by March 2019.
- New kindergarten/flex classrooms at Brekke, Ritchen and McAuliffe are currently under construction. Earthwork, including compaction and grading, has been accomplished and concrete foundations will be poured in the month of June. These three projects are planned to be completed in time for occupancy for the 2018-19 school year. At Ramona, DSA found unresolved permitting issues with former projects on the site. Due to this condition, construction at Ramona is anticipated to be completed by November 2018.

In order to maximize the ability to further leverage remaining new construction pupil grant authorization under Prop. 51, two new projects are proposed:

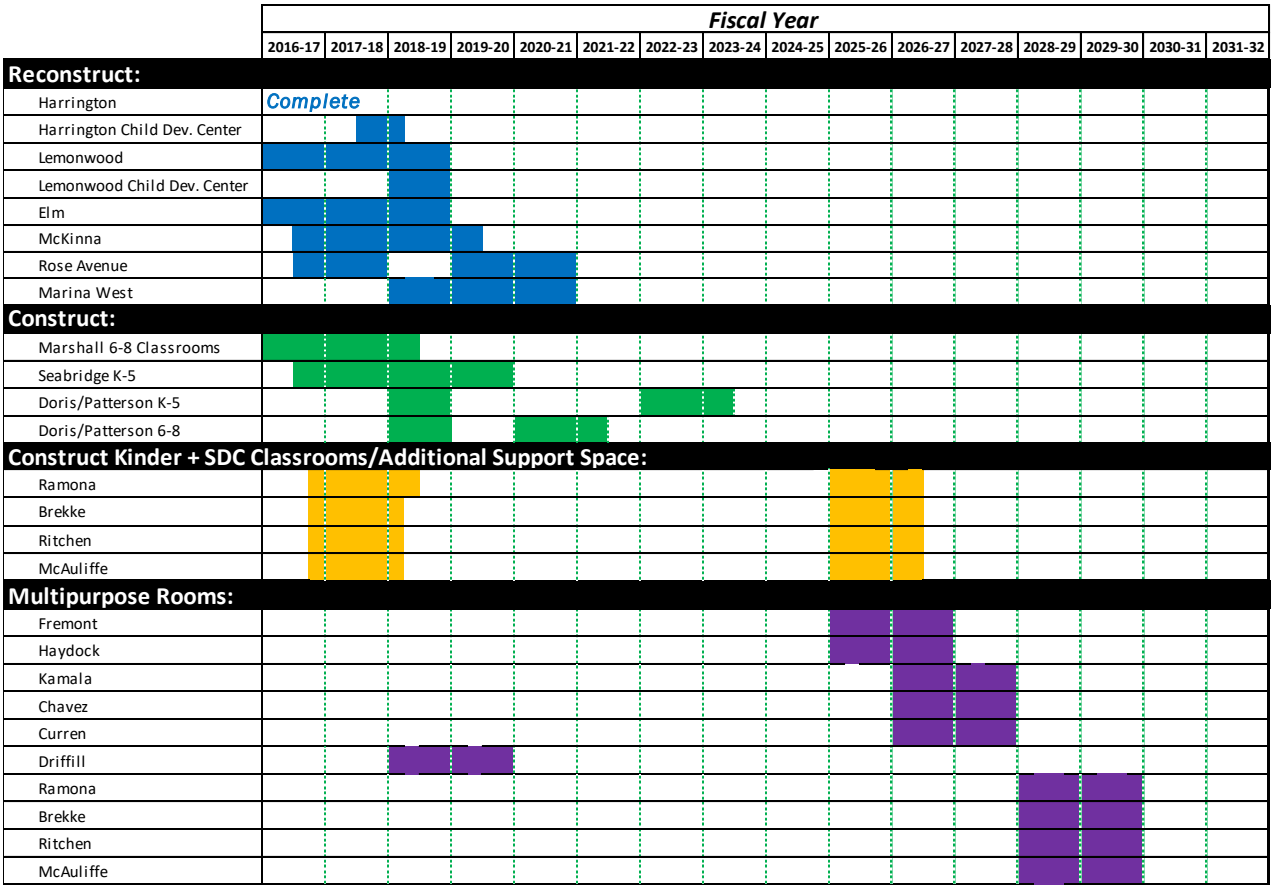
- Reconstruction of the Marina West K-5 elementary school
- Construction of a new MPR/gym at the Driffill K-8 school

1.4 FUNDING & SEQUENCING

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

Total sources of funding are anticipated to increase to approximately $459.9 million as a result of additional projected developer fee revenues. Proposed uses for the current and previous phases have been adjusted by approximately $4.1 million to provide increases to current projects due to specific project construction needs and required professional services as previously approved by the Board. During this period, adjustments include proposed budget increases to current projects including Lemonwood, Elm, Harrington Child Development Center, and the Kindergarten/Flex Classroom projects at Brekke, McAuliffe, and Ritchen due to specific project construction needs and required professional services previously approved by the Board. An adjustment to the Doris/Patterson LAFCo Planning budget is also proposed to accommodate estimated remaining professional services and agency fees.

Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District's educational program. The following summary schedule provides an overview of the updated proposed phasing for the Program.



1.5 RECOMMENDATIONS

It is recommended that the Board:

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

SECTION 2

EDUCATIONAL PROGRAM

The District is in the fifth year of implementing the academic Strand Focus and Academy programs that focus on students creating projects as a culmination of the integrated units and require them to collaborate, communicate, engage in problem solving and the production of projects that demonstrate mastery of the curriculum. The District's capital improvement program continues to invest in building 21st century learning environments that facilitate the implementation of highly effective and innovative teaching strategies that foster creativity, collaboration, communication, and problem-solving skills in all students through the use of educational technology tools and resources.

For the past few years, the District's priority has been to focus on the continuous improvement of instructional strategies and practices upon which to build 21st Century teaching and learning skills by building teacher capacity. The District has provided targeted staff development opportunities that have trained teachers on instructional strategies and practices that support the academic success of all students. Specifically, the primary focus of professional development activities has been to support teachers in the delivery of English Language Development, Dual Language, English Language Arts and Mathematic Instruction.

Additionally, this academic year, the focus has been on improving instructional strategies and practices for the teaching of writing and on linkages on the English Language Arts programs with the Next Generation Science Standards. The District continues to implement the practice of teachers engaging in strong collaborative and high performing groups to improve teaching and learning.

As detailed in Section 2.1, the core of the District's vision and mission remains to improve student academic performance and achievement. The curriculum adopted and implemented along with the strategies and practices used are based on research findings that have been tested and proven. The District's academic program and commitment to continuous improvement in academic performance and achievement drives the facilities capital plan.

2.1 EDUCATIONAL PROGRAM UPDATE

The K-8 schools have completed their fourth year of implementation (2017-18). Likewise, implementation of the Academic Strand Focus (K-5) and Academy (6-8) programs has yielded five years of implementation progress. An integrated approach to the implementation of said academic programs continue to be the catalyst and driver of the structural improvements and upgrades made to District schools. The investment in capital improvement aims to improve conditions of learning and provide the infrastructure for the integration of educational technology.

The Academic Strand Focus (K-5) and Academy programs (K-8 and 6-8) respond to District goals for improved student achievement by integrating units of study that foster rigor, engagement, collaboration and problem solving. The integrated units culminate with students producing a project that demonstrates learning mastery and may incorporate instructional techniques such as Project Based Learning (PBL), Makers Education, or program design that includes collaborative groups and visual thinking. Over the last few years, the District has put a great deal of focus on training the teachers with foundational skills in the teaching of English language development and reading. The purpose of this training is to promote instructional practices that improve the skills and knowledge that are vital for students to engage in performing tasks that required higher level thinking skills such as problem solving, complex reasoning, decision making, and comprehending and analyzing information critically.

The District remains focused on providing training on foundational skills that facilitate the implementation and teaching of writing across the curriculum. In addition, the District remains committed to establishing a professional culture where groups work in partnership, team up, and collaborate for the sole purpose of improving teaching and learning.

Progress and status of the 2017-18 Educational Program Work Plan:

1. The District has been focused on the implementation of writing skills across the curriculum. Teachers in 1st through 8th grade have attended trainings that demonstrate strategies and commit to practices that create writer's workshops, manage feedback on writing, and use instructional techniques proven to be successful on improving student writing skills and abilities. These instructional strategies are being integrated into the curriculum at each of the schools. The District will provide the same writer's workshop training to Kindergarten teachers in the Fall of 2018.

2. The District has completed the alignment of the Next Generation Science Standards (NGSS) with the English Language Arts approved and adopted Wonders curriculum as well as with the District's online digital literacy platform, "myON" reading.

3. District schools continue to build their academic program through the integration of student projects and activities related to the academic focus of each school. At Harrington Elementary, students learn piano keyboarding skills due to the new piano keyboarding lab. This is a highly popular program with the students and has academic cross over in particular with mathematics.

4. Elective classes have been added to meet the academic needs of students. For example, Frank Middle School sixth grade students can now take robotics classes while students at Haydock Middle School have the opportunity to take advanced music classes and/or a 3-D design course.

5. The District's leadership team has been focusing on learning, applying and institutionalizing practices that create high performing collaborative teams. These practices have proven to foster a school culture wherein teachers team up and commit to be critical thinkers, collaborators, and communicators. The focus of the collaboration is on improving student achievement by reviewing what the students have learned as reported on the benchmark assessments (formative

assessments) and what the students need to learn. Instruction is then delivered based on what the student most needs.

6. The work of schools toward creating, incorporating, and using formative assessments to track progress and inform instruction is ongoing. The Smarter Balance Assessment System (SBAC) standardized interim benchmark assessments designed to measure and evaluate progress in student performance are utilized to monitor student progress throughout the year. The data is collected and analyzed to identify academic strengths and deficiencies. This information is then used to develop an action plan outlining measures to improve instructional practices and support students in meeting challenging college and career readiness standards.

7. The District is using interim benchmark assessments to measure student progress. The District recognizes that data driven instruction has proven to improve student performance and generate gains in student achievement. Data allows staff to differentiate and design lessons based on the academic needs of students as well as execute targeted instruction.

8. The District has been focused on research of model programs proven to yield gains in student performance and achievement for English Language Learners. District's schools will be designated as either Dual Language Immersion or as English Only schools starting in the 2018-19 school year as these models have solid research proving their effectiveness.

2.1.1 ACADEMIC STRAND FOCUS PROGRAMS & DUAL LANGUAGE IMMERSION

The District's commitment to improved student performance and achievement is evident by the successfully initiation and implementation of academic Strand Focus programs and K-8 academics at each of its schools and now the expansion of Dual Language Immersion (DLI) programs at its schools. With the goal of meeting the needs of its students and providing them with a rigorous and innovative instructional program, the District will implement 50/50 Dual Immersion Programs at nine schools, four K-5 and five K-8. All other schools will offer an English only instructional program that is referred to as a traditional program. The DLI program will enable students to acquire academic proficiency in English and Spanish as well as achieve mastery of grade level core content and performance standards. DLI programs will be offered in Kindergarten through 8th grade, allowing students an opportunity to participate in this program throughout their educational experience with the District.

Dual Language Immersion is designed to combine two language education models while providing academic instruction in two languages. For instance, English only speakers and English Learners learn together, support each other in their second language acquisition, and develop linguistic and academic competencies in two languages and culture. Research has shown that proficiency in more than one language develops higher level cognitive skills and better prepares students for college and career. To ensure the success of the DLI program, the District will recruit and retain highly qualified teachers who are bilingual and bicultural as well as provide the necessary curriculum in both English and Spanish.

2.1.2 TRANSITION PLANS

CFW has partnered with the District to design and build school facilities that include elements which facilitate the creation of a 21st Century teaching and learning environment. The transformation of school buildings into vibrant classroom settings, where students engage in expanding their knowledge and skills, requires ongoing planning and collaboration. In the conceptual stage of new construction and/or modernization of school buildings, CFW supports the District in envisioning the design and creation of spaces that promote the rollout of innovative search-based instructional programs, and that inspire the implementation of highly effective practices to improve student performance and achievement.

As the facility projects are nearing completion, CFW and District staff work closely to assist site administrators, staff and students in the transition to the newly constructed and completed projects. For the successful occupancy of these facility projects, advanced transition planning for each project is required. CFW supports the District in developing this process by determining the educational use of each space, the selection of furniture and equipment that will meet the instructional requirements, coordination and communication with vendors, ordering the selected furniture and equipment for each project, defining the training needs and selection of trainers, and coordinating the details of the final construction of the facility. The implementation of these Transition Plans is intended to help mitigate uncertainties and alleviate the anxiety that often occurs with a move into a new facility.

The Transition Plans are accompanied by regular meetings that facilitate ongoing monitoring, reviewing, and updating of progress related to major construction dates, the installation of technology equipment, staff and teacher commissioning of furniture and technology, ordering of the furniture and equipment, and orchestrating the move into the new facility. Current Transition Plans in development or implementation include Elm, Marshall, and the Kindergarten/Flex Projects. A Transition Team has been selected for each of these projects and meets regularly to ensure that the major details required for a move into a new facility have been identified and addressed.

2.1.3 NEXT STEPS

Four K-5 schools and five K-8 schools within the District will implement 50/50 Dual Language Immersion programs next year while all other schools will offer an English only instructional program. There will continue to be an academic focus on writing across the curriculum and implementation of the Writer's Workshop. The District will continue to integrate science into the English language arts and math curriculum as this educational reform has just begun. In addition, schools will continue to work to implement effective teacher collaborative groups at each school site. CFW will continue to develop and implement the identified Transition Plans at sites where construction is nearing completion.

SECTION 3

STATE & LOCAL CONSIDERATIONS

Periodically, the District receives updates on state and local considerations that may impact the implementation of the Master Construct and Implementation Program. Most recently, the Board received an update in May 2018 on the implementation of Prop. 51 and its potential impact on the State School Facilities Program (SFP) and the Master Construct Program. In December 2017, the Board received an update on the impact of escalating costs and modifications to previously adopted school specifications. The team is taking an opportunity once again to update the Board on some of these and other matters that may need to be taken into consideration as the District moves forward with the implementation of the Master Construct and Implementation Program.

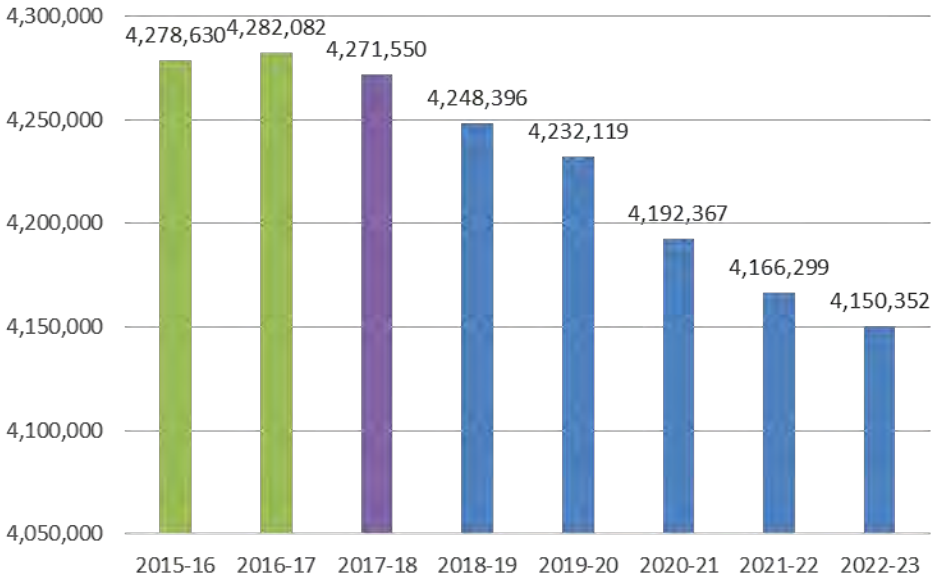
The following section provides a brief update of K-8 enrollment at the State, County and District level and its potential impact on the District's eligibility for pupil grant funding from the Office of Public School Construction (OPSC). It also updates cost factors that are impacting the Master Construct Program and necessary measures that must be undertaken. An update of Prop. 51 funding is presented suggesting a need to accelerate a plan for fully utilizing available grant funding for District projects before remaining Prop. 51 authorization is exhausted.

3.1 STUDENT ENROLLMENT AND STATE AID PUPIL GRANTS

Student enrollment impacts facilities funding programs for most California school districts in need of major facility improvements. According to the California Department of Finance, Demographic Research Unit which tabulates actual and projected K-12 enrollment based on Department of Education enrollment data and Department of Public Health births, K-8 enrollment statewide has been fairly constant over the last four years but is projected to decline over the next five years as indicated in Figure 1. While the decrease may be considered moderate at the State aggregate level (<2.9 %), enrollment fluctuations are anticipated to widen amongst counties and individual districts with some areas like the Central Valley increasing and more urban and mature areas like Los Angeles County declining.

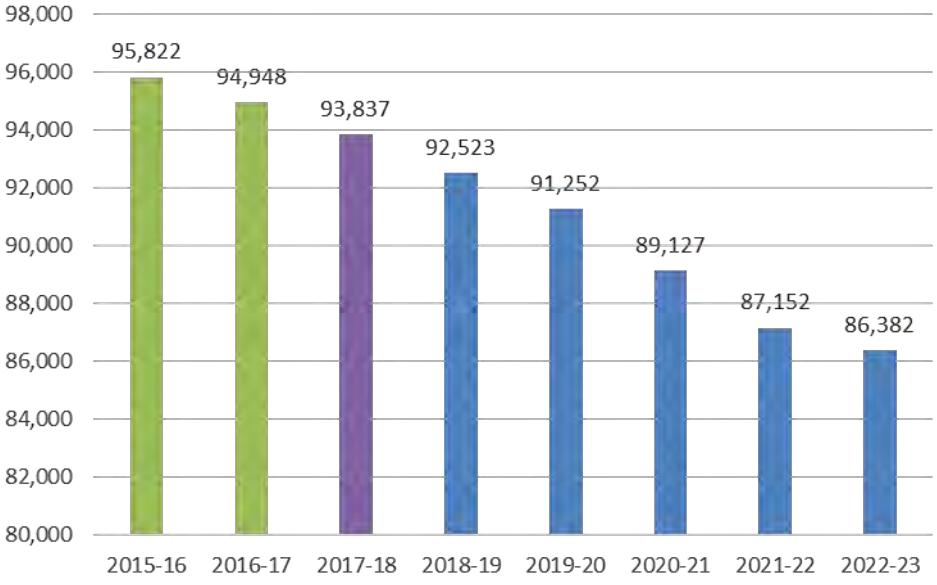
Figure 2 presents the projected decrease by the State for K-8 enrollment for Ventura County. According to the Demographic Research Unit, K-8 enrollment is projected to decrease in Ventura County by approximately 7,455 students over the next five years. A similar trend is forecasted by the District's consultant, DecisionInsite, for the Oxnard School District as demonstrated in Figure 3. Here, the projected decrease is estimated at 1,293 students by school year 2022-23.

Figure 1: **California State K-8 Enrollment**



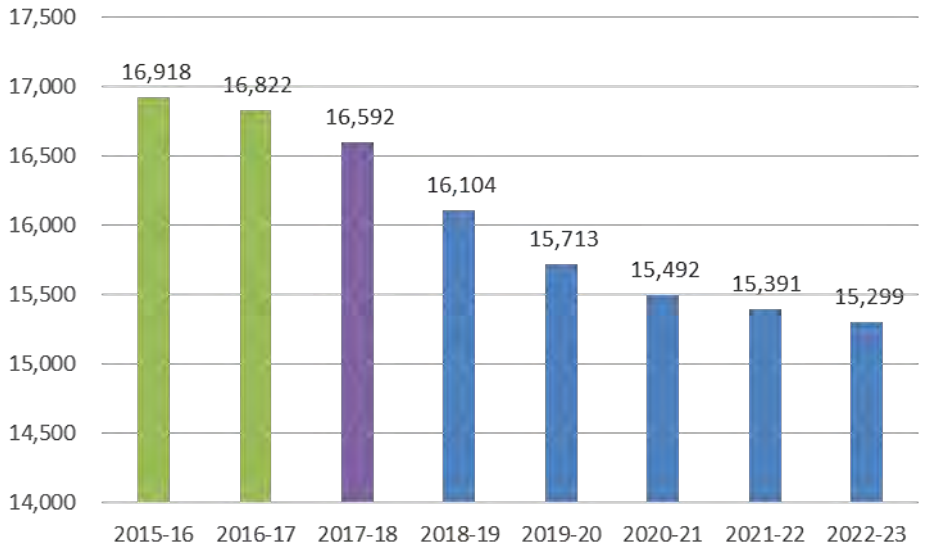
Sources: California State Department of Finance

Figure 2: **Ventura County K-8 Enrollment**



Sources: California State Department of Finance

Figure 3: **Oxnard School District K-8 Enrollment**



Sources: CALPADS; DecisionInsite

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

	Historical Enrollment					Current	Projected Enrollment*					Net
Grade	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**2020-21**	**2021-22**	**2022-23**	**Change**
TK-K	2,007	2,111	2,166	2,181	2,068	2,002	1,911	1,871	1,885	1,881	1,875	(127)
1st	2,067	1,944	1,924	1,853	1,847	1,750	1,724	1,680	1,647	1,660	1,653	(97)
2nd	1,925	2,038	1,915	1,899	1,845	1,827	1,758	1,722	1,680	1,655	1,666	(161)
3rd	1,856	1,923	2,034	1,899	1,859	1,813	1,723	1,725	1,693	1,675	1,645	(168)
4th	1,787	1,852	1,915	1,984	1,879	1,834	1,794	1,697	1,708	1,693	1,670	(164)
5th	1,758	1,764	1,850	1,929	1,954	1,858	1,764	1,772	1,681	1,702	1,687	(171)
K-5 Total	**11,400**	**11,632**	**11,804**	**11,745**	**11,452**	**11,084**	**10,675**	**10,469**	**10,293**	**10,263**	**10,199**	(885)
6th	1,736	1,751	1,736	1,786	1,878	1,910	1,776	1,726	1,756	1,663	1,684	(226)
7th	1,735	1,699	1,684	1,722	1,776	1,838	1,790	1,748	1,710	1,757	1,661	(177)
8th	1,662	1,720	1,692	1,665	1,716	1,760	1,862	1,769	1,733	1,709	1,754	(6)
6-8 Total	**5,133**	**5,170**	**5,112**	**5,173**	**5,370**	**5,508**	**5,429**	**5,244**	**5,199**	**5,128**	**5,100**	(408)
Total	**16,533**	**16,802**	**16,916**	**16,918**	**16,822**	**16,592**	**16,104**	**15,713**	**15,492**	**15,391**	**15,299**	(1,293)

**Projected enrollment provided from DecisionInsite online 2018 projections; projected SDC enrollment not provided by grade and has therefore been evenly distributed across grades K-8*

Sources: CALPADS; DecisionInsite

According to Table 1, annual growth in District enrollment began leveling off in school year 2014-15 and has been generally stable since then at approximately 16,900 students. As of the 2017-18 school year, the District's total enrollment is estimated at 16,592. Data from DecisionInsite suggests that total District enrollment is projected to be 15,299 by 2022-23, 1,293 less students than the current enrollment. Of this enrollment, most of the decrease is projected to occur in the elementary K-5 grade levels.

In general, the methodology for projecting enrollment assumes matriculation of prior year grade level enrollment continuing at an ascribed rate through a district's grade configuration annually. New kindergarten enrollment is in most part governed by the actual rates of births within a district's catchment area. Factors such as migration, immigration and new residential construction may substantially alter short term projections while still leveling out over a greater period. Areas that are experiencing large residential development, especially after long periods of minimal residential construction, may see less significant increases or declines than may otherwise be projected. Some of these characteristics are currently visible in the City of Oxnard, where new residential development is once again proceeding after a significant hiatus from the last recession.

Pursuant to the State SFP and Prop. 51, the Master Construct Program is designed to maximize available State new construction grants to assist in the funding and construction of replacement and new school facilities. Eligibility is generally established by calculating the total student enrollment of a District less the total amount of students that may be housed in permanent classrooms, based on state classroom loading standards. The net difference establishes the amount of pupil grants a district may seek for proportional reimbursement of new facilities it may construct. Absent other factors, a decrease of one student in the above formula generally equates to a decrease of one pupil grant of State new construction eligibility.

Therefore, a strategy to optimize available state pupil grants at current enrollment levels, prior to any significant decline may be required. As previously presented to the Board, the process required to obtain State funding follows with the selection of a project, a design team, necessary environmental reviews, DSA plan submittals and approvals, and California Department of Education (CDE) approval of projects seeking State aid consideration. Thereafter, an application for State funding may be submitted to the Office of Public School Construction (OPSC). It is not uncommon for this process to require a 12 to 15-month time period.

Once an application is approved by the OPSC and grant dollars are allocated by the State Allocation Board (SAB) for that project, any future downward adjustments to enrollment will not decrease the amount of the funded application. Until that time, however, a net decrease in enrollment will potentially decrease the amount of remaining grant funding that the District may receive if enrollment declines. This requires the District to consider accelerating project applications for State aid and prioritizing those applications that may need the least amount of time to fully process for consideration, prior to any potential decline in overall enrollment. A review of opportunities suggests that the District seek to increase grant funding of approved projects wherever possible, even if means capturing existing district wide eligibility from future projects that have not yet been designed prior to any subsequent major decrease in actual enrollment. Such an approach is presented and proposed for implementation in the facilities section of this report.

3.2 INCREASING COSTS

As part of the December 2017 six-month report, the Board received a review of Program progress and mechanisms for incorporating changes or adjustments over time to reflect evolving local needs, modified State practices, or new Program requirements. This included a need to identify the cumulative impact of these modifications to date and how they may impact the Program collectively over time. Major impacts included:

- Increasing the number of classrooms at selected remaining K-5 replacement schools from 28 to 31 where feasible and pursuant to recommended budgets
- Providing additional capacity to accommodate eight more classrooms for TK/Kindergarten and Special Education at McAuliffe, Ritchen, Brekke, and Ramona
- Increasing specification and square footage of administrative and food service spaces
- Accommodating changes to the physical education program requiring additional lockers, dressing area and faculty space at select K-8 school facilities (e.g. Lemonwood and Marshall)
- Expansion of support facility capacity (e.g. multipurpose rooms, restrooms, parking), proportionate to the increased classroom capacity
- Additional lineal footage of requested fencing

In addition, the District has requested changes to facility materials, equipment, and operations for technology upgrades for Data and AV Systems, planned acceleration of the 1:1 replacement program and District Standard Equipment and Materials for HVAC, roofing and lighting. There has also been additional site wide and DSA site specific requirements, including testing and structural requirements and supplemental offsite improvements required by the City (e.g., offsite sewer). The District has also encumbered additional lease payments for the acquisition of the Doris/Patterson school site for which developer fees are assigned to repay on an interim basis until such time as State land and facility reimbursements are granted by the State for the development of the site.

Collectively, the resulting outcome of the aforementioned changes is at least twofold. First, the total square footage of proposed new school buildings has increased by over ten percent in certain instances. Secondly, the estimated overall increase in the square footage hard cost of development is now $450 or greater per square foot of hard construction cost. Total development costs, including hard and soft costs, are now approaching $600 per square foot. This is approximately 30% higher costs than those originally expended on the bid of construction of Harrington in 2014 when compared to the most recent bid for the construction of McKinna in May 2018.

Added to this is the actual and projected increase to the California construction cost index in years to date (>11%) since December 2013 and those that lay ahead. Collectively, these amounts have exceeded the Program Reserve policy for Phase 2 project expenditures to date at twice the rate established by the District for Phase I projects and will continue to increase for subsequent program phases. Program Reserves will need to be substantially increased to keep up with projects already in the design and planning process and a rescheduling of project implementation is proposed to accommodate this

requirement. Such approaches are presented and proposed as adjustments to the Master Budget and Master Schedule of projects.

3.3 PROP. 51 AND STATE REIMBURSEMENT

State implementation of Prop. 51 funding to match or offset school construction costs has impacted the Program. The slow expansion of staff at the OPSC to review pending applications, delays in required State bond sales and reduction in the size and distribution of initial funding availability, plus ongoing SAB changes to the grant funding formula for land and facilities reimbursements have also increased local funding requirements. In prior approved State bond measures, the initial sale of bonds has been roughly equal to the amount of projects awaiting funding. To date, approximately $3.0 billion of the amount of bonds approved by voters for K-12 facilities is expected to be on the waiting list for funding consideration by the end of the year with the balance anticipated to be fully subscribed within the next 24 to 30 months. The latter is especially troubling given the amount of anticipated bond measures on the ballot in 2018 that are also seeking a state grant match. Yet only $516 million in State bonds have been issued to date to fund projects on the waiting list.

The limited amount of Prop. 51 bonds issued to date has significantly reduced the amount and delayed the timing of State reimbursements due the District's Master Construct Program. Without these reimbursements, the District has had to continue to fund major school replacement projects with 100 percent local funding, limiting the implementation of remaining replacement and support facility improvement projects at the other existing school sites until State reimbursements from prior eligible projects is received. In the interim, this is increasing the construction costs of projects remaining to be funded and delaying projects to be implemented. For example, had the District received its share of State grant reimbursements, the various multipurpose room, gym and support spaces improvement projects would be otherwise underway.

At this time, the District has approximately $43.9 million in applications awaiting State review and funding. Because of Prop. 51 delays, these funds are now needed to continue to complete the Basic Program and fully implement the Extended Program for facilities adopted by the Board for the Master Construct Program. Pending applications are now being accelerated to minimize the impact of any projected enrollment declines on future pupil grant funding. As these funds are depleted, the District should be adequately positioned to implement the Enhanced component of its overall State funding strategy which requires Financial Hardship construction funding.

However, the timeline required to submit an application for State funding for some of the remaining projects may exceed the projected window of the remaining availability of Prop. 51 funding. For example, the unique design of the existing Sierra Linda site requires the use of a new school facility in order to provide adequate "swing" space to house Sierra Linda students while the older facility is demolished and rebuilt. Therefore, there is a need to propose the acceleration of remaining Master Construct projects that do not require such an additional lead time for design, or approval and submittal of remaining new construction eligibility from the CDE or DSA.

It is proposed that the Marina West project design be accelerated as was the case for Lemonwood and is currently the case for Rose Avenue school in order to absorb as many remaining pupil grants as possible during this period should Prop. 51 funding be accelerated or should local enrollment begin to decrease. Likewise, the Board may wish to consider proceeding with the design, CDE/DSA approval of a "reuse of plans" approach and submittal of grant applications based on the Lemonwood gym for the Driffill school site to absorb remaining pupil grant eligibility. These options are further detailed in the facilities section of this report.

3.4 CONCLUSIONS

The District has successfully implemented the major portion of facilities projects undertaken to date in design and construction of projects under implementation. However, adjustments are required in order to proceed. Recommendations are provided and options are presented where possible for further Board consideration. Additional proposed projects for implementation over the next six-month period are proposed in the facilities section of this report for consideration by the Board.

SECTION 4

FACILITIES PROGRAM

The following section provides an update by the District, its consultants and CFW of planned facility improvements and projects underway. As discussed in the previous section, State and local factors continue to influence the Master Construct Program, especially as to budget, State aid receipts, specifications and project sequencing. Some of these factors have been incorporated into the following project updates and recommendations, including additional project options for consideration. Highlights and expected outcomes of projects under management and projects anticipated to begin underway over the next six-month period are presented. Proposed adjustments to projects, including budget, timeline and sequencing of State aid applications are provided. These components are then carried over in to further discussion in the overall funding and Master Budget, Schedule and Timeline recommendations later in this report.

4.1 MEASURE R PROGRAM

To date, all Phase 1 Measure "R" facility improvements pursuant to the Basic Plan are either completed, under construction, or approved by the DSA. Completed facilities program efforts include the acquisition of the Seabridge K-5 elementary school site, kindergarten and science lab upgrades to 22 classrooms across eight school sites, and the opening of the new Harrington K-5 campus. Projects underway include continued reconstruction efforts for the new Lemonwood K-8 school (Phase 2) and new Elm K-5 campus, a new 12 classroom building at Marshall elementary school, kindergarten/flex improvements at Brekke, Ritchen, and McAuliffe, and a new child development center/kindergarten annex at Harrington Elementary School.

4.1.1 LEMONWOOD RECONSTRUCTION AND EARLY CHILDHOOD DEVELOPMENT CENTER

The Lemonwood Reconstruction project commenced construction in May 2016 and is planned to occur over two construction phases to minimize disruptions to the ongoing educational program. The first phase of construction is complete and includes the main classroom and multipurpose buildings. This phase of work achieved substantial completion for the new classroom building in January 2018, and for the multi-purpose building in February 2018. Occupation of the new classroom building and multi-purpose building by students and staff occurred as planned in February 2018. In March 2018, the District conducted a "Soft Opening" event celebrating the completion of the first phase of work. The event was well received by the school site and the community.


New Classroom Building (Left) and Sample Classroom (Right)


New Lemonwood Elementary School Soft Opening Celebration March 2018

Before the buildings were turned over to the school for use, CFW, the site principal, and the District's IT staff coordinated classroom training and commissioning sessions for the site's Teachers on Special Assignment (TOSAs) for technology. The TOSAs in turn trained the classroom teachers on the use of the technology system. Similar training sessions were conducted by CFW and by the general contractor on the use of the kitchen equipment and general building systems, such as the thermostats and the lights.

Construction is underway for the second phase and will include new kindergarten and administration buildings, to be completed by April 2019. Demolition commenced in March 2018 and was completed in April 2018. Excavation/earthwork for this second phase began in May 2018 and has been completed. Construction of underground utilities, soil remediation and foundation prep for the new building is underway.

The Lemonwood Reconstruction project is proceeding under a Lease Lease-Back agreement with a Guaranteed Maximum Price (GMP) construction contract and approved change orders totaling approximately $32.1 million to date. A recommended budget adjustment of approximately $1.7 million is proposed to the Master Budget to accommodate prior Board approved construction change orders and increases to professional services since the December update.

In July 2017, a reimbursement funding application was filed with the OPSC utilizing a total of 939 new construction pupil grants. This application is estimated to garner approximately $12.5 million in estimated State aid based on 2018 per pupil grants and estimated site development costs. An additional funding application of approximately $770,700 was filed in May 2018 with the OPSC utilizing available modernization portable eligibility for the project. A use of grants approach is proposed that would utilize additional new construction grants to the extent possible based on the District's current loading standard.

Under this approach, an application utilizing 142 additional new construction pupil grants is proposed to be filed for the project during the next six-month period and estimated to garner approximately $1.7 million in additional grant funding. In total, approximately $14.9 million is estimated to be garnered in State funding for the project, based on current eligibility standards.

Over the next six months, construction will continue and planning for the final student and staff transition into the permanent kindergarten and administration buildings will begin. Construction activities occurring over the next six months will include placement of the concrete foundations for the kindergarten and administration buildings, wood framing, roofing, application of the building exterior finishes and doors/windows. Application of interior finishes and installation of mechanical, electrical, audio visual and plumbing services to the building will be well underway. Site work that will be underway and nearing completion will include the school parking lot and two new play areas, one for kindergarten and one of elementary aged students.

The reconstruction of the Lemonwood facility also retains and repurposes Building 3 of the original campus. Six modernized classrooms are proposed to provide "Flex Classrooms" for enhanced kindergarten, transitional kindergarten, or special day class programs as may be required by the District. The construction plans for this phase of work were approved by DSA in January 2017, and construction of the project is expected to be undertaken at completion of the new Lemonwood school. Remaining modernization eligibility attributable to the existing permanent building will be applied towards 6 classrooms, yielding approximately $760,000 in anticipated modernization grant funding for this project. An application for funding will be filed with the OPSC for this project upon receipt of final CDE approval which is anticipated to occur over the next six-month period.

4.1.2 ELM RECONSTRUCTION

The Elm Reconstruction project replaces the original 1948 facility with 25 new permanent classrooms designed to serve up to 600 students per State standards in grades K-5. Construction began in February 2017 and is planned to be completed over two construction phases, with the first phase of construction to be completed by December 2018 and the second phase by June 2019.

Four new buildings are planned for the site including a two-story classroom wing, kindergarten classrooms, and multipurpose and administration facilities. The first phase of construction includes the classroom, kindergarten, multipurpose and administration buildings. The second phase of construction includes demolition of the existing school and creation of the new school play field.

Installation of the windows and roofing at the classroom building, administration building and kindergarten building is complete. Exterior cement plaster application is 80 percent complete. These buildings have mechanical, electrical and plumbing systems roughed in on their interiors. Drywall has been installed and drywall finishing is underway. Installation of the ceiling grid is ongoing at the classroom building and the kindergarten building. The multi-purpose building construction has been delayed by a protracted state approval process for a structural change. To date, the project is estimated to be 50 percent complete.



New Elm School Construction Progress – May 2018

A Lease Lease-Back agreement for a GMP construction contract of approximately $23.3 million was approved by the Board in December 2016. A change order to install 785 linear feet of sewer line, at Iris and San Marino Streets, 4 blocks southwest of Elm School, has been submitted for Board approval. This change order will increase the contract by approximately $925,000 and is required by the City of Oxnard for project connection to the city sewer system.

An application for reimbursement funding utilizing 613 new construction pupil grants was filed with the OPSC in April 2018 totaling approximately $8.5 million in estimated State aid pupil grants and estimated site development costs. Additional funding applications utilizing available portable modernization eligibility will also be filed with the OPSC for approximately $1.3 million over the next six- to 12-month period. Portable classroom eligibility like this can be applied to new construction costs under the OPSC "Like for Like" program. Of this amount, approximately $330,300 is to be filed within the next six months based on estimated current portable eligibility, while approximately $990,900 may be filed in July 2019 upon those portables becoming eligible. Any applications utilizing portable eligibility must be completed prior to the anticipated DSA closeout for the project. In addition, a supplemental use of grants approach is also proposed at Elm utilizing 72 additional new construction pupil grants for the project which is estimated to garner approximately $832,824 in additional grant funding. Based on this proposed strategy, approximately $10.6 million is estimated to be garnered in State funding toward this project.

Over the next six months, construction activities will continue with the classroom, kindergarten, multipurpose and administration buildings expected to be substantially completed. Anticipated construction milestones during this period will include completion of the exterior envelope for the buildings, completion of the interior finishes and installation of the audio-visual components of the classrooms. Site hardscape, including the school parking lot, and landscape will be complete. In addition, CFW and the District will institute a transition plan for the move into the new school. This plan will cover staff training on technology and building systems, and a detailed timeline of steps required to complete the moving of staff and students in an as orderly and efficient manner as possible.

4.1.3 MARSHALL NEW CLASSROOM BUILDING

A new two-story classroom building is currently under construction at Marshall Elementary School. The project includes the construction of a new two-story classroom building designed to meet interim 6-8 grade level capacity needs until a new middle school is constructed and to provide Marshall with

additional classrooms and a long-term K-8 educational program option. Upon completion, the added building will provide 12 additional permanent classrooms. This building has been carefully designed to match the existing campus on the outside while providing modern, flexible and agile learning environments on the inside.

Construction commenced in September 2017 with an estimated 30 percent of the scope of work completed to date. Structural steel framing for the new classroom building has been set in place. Wood framing for the ground level is also complete and the second level framing is underway. The elevator pit has been poured and structural steel for the elevator has also been erected. A new playground was included in this project and was completed and turned over to the school in May 2018. Construction is scheduled to be completed by October 2018.



Marshall New Classroom Building Construction Progress – May 2018

The Marshall New Classroom Building project is proceeding under a Lease Lease-Back agreement with a Guaranteed Maximum Price (GMP) construction contract and approved change orders totaling approximately $9.1 million to date. There are no proposed amendments to the Master Budget at this time.

In November 2017, a reimbursement funding application was filed with the OPSC utilizing a total of 316 new construction pupil grants, estimated to garner approximately $4.2 million in estimated State aid pupil grant amounts and estimated site development costs. An additional use of grants application utilizing 80 additional new construction pupil grants is anticipated to be filed over the next six-month period to garner an estimated $957,376 in additional grant funding. In total, approximately $5.2 million is estimated to be garnered in State funding for the project based on the above approach.

In addition to the ongoing construction activities, CFW has worked with the District to develop a transition plan for moving into the new building. The intent of the plan is to fully utilize the new facility as designed and approved by the Board into a fully integrated component of the existing facilities, in support of the education strand of Visual and Performing Arts that has been established at the school site and approved by the Board. Over the next six months, CFW and the District will continue to develop and implement the plan with staff, teachers and team members that transitions the opening and operation of the District's latest K-8 school. In addition, construction will continue to be monitored and coordinated. Anticipated construction milestones during this period will include framing of the second floor of the building, roofing, completion of the exterior envelope including windows / doors and exterior finishes and installation of

interior finishes along with electrical, mechanical, audio visual and plumbing systems for the classrooms and building.

4.1.4 HARRINGTON EARLY CHILDHOOD DEVELOPMENT CENTER

The Harrington Early Child Development Center/Kindergarten Annex project includes the renovation of three buildings of the original Harrington school to provide flexible classroom facilities to serve preschool or kindergarten/transitional kindergarten programs. Four classrooms that meet preschool and kindergarten requirements are planned, as well as improved playground areas. Construction commenced in September 2017 and is scheduled to be completed in August 2018.

Renovation of the exterior envelope of the three buildings to be renovated is complete, including framing work, window replacement and roof and cement plaster patching. Rough-in of plumbing, electrical and HVAC systems to the new structures is also substantially complete. Interior finish work and finish electrical work for the audio-visual systems is underway. The new playground included in the project scope is complete. The overall completion status of the project is at 50 percent.



Harrington Child Development Center/Kindergarten Annex Construction Progress – May 2018

The project is proceeding per the Board approved budget of approximately $2.5 million. A recommended budget adjustment of approximately $74,000 is proposed to accommodate additional professional services, primarily associated with additional design services to renovate two existing portable buildings on the site for incorporation into the program. In May 2018, an application for reimbursement funding was filed with the OPSC totaling approximately $596,040 in estimated State aid modernization grants and estimated site development costs. Over the upcoming months, construction will continue to be monitored towards completion and occupancy including coordination efforts related to the installation of District provided AV components and furniture.

4.2 MEASURE D PROGRAM

Measure “D” was approved by voters on November 8, 2016, and authorized $142 million in bonds to fund additional school improvements to be integrated with the ongoing Measure “R” Program. Measure “D” projects are well underway including DSA approval of the reconstructed McKinna K-5 elementary school project anticipated to commence construction in summer 2018, submittal to DSA for the new Seabridge K-5 school, and DSA submittal for the reconstruction of Rose Avenue K-5 school. The new elementary and middle school site at Doris Avenue and Patterson Road has been purchased, the Final Environmental

Impact Report completed and approved, and the LAFCo annexation process initiated. Construction has commenced for the kindergarten/flex classroom projects planned at McAuliffe, Ritchen, Brekke elementary schools, with Ramona to follow.

The following sections provide further detail on the status of Measure "D" projects and expected outcomes over the next six months.

4.2.1 MCKINNA ELEMENTARY RECONSTRUCTION

The McKinna Elementary School Reconstruction project includes new two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. The new school is to be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school construction. The new facility will be accessed from a new parking and drop-off provided at "N" Street. Once completed, the older structures would be demolished and new play fields and remaining support facilities would be constructed in their place.

The project received DSA approval in March 2018. An application for final California Department of Education (CDE) approval was filed and is currently pending CDE approval. Upon receipt of CDE approval, an initial funding application will be submitted to the OPSC utilizing a total of 710 new construction pupil grants and is estimated to garner approximately $9.9 million in estimated State pupil grants and site development costs. An additional funding application of approximately $1.1 million is proposed to be filed with the OPSC utilizing available modernization portable classroom eligibility for the project. A use of grants application utilizing 50 additional new construction pupil grants is anticipated to be filed thereafter to garner approximately $578,350 in additional grant funding. In total, approximately $11.6 million is estimated to be garnered in State funding for the project.

Activities associated with the development of the Guaranteed Maximum Price (GMP) are underway with a proposed GMP contract anticipated to be presented to the Board in June 2018. At this time, no adjustments to the Master Budget are recommended for this project until a GMP is finalized and approved. Over the next sixth months, construction activities are anticipated to be launched.

Reconstruction of McKinna School – Design Renderings by Dougherty

4.2.2 SEABRIDGE NEW CONSTRUCTION

The New Seabridge K-5 School consists of a new 630 student elementary school north of Oxnard's Seabridge neighborhood along Wooley Road. The site was purchased in 2013. New facilities include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces.

Over the last six months, design efforts were completed with plans submitted to DSA in February 2018. The project is currently under review by DSA and pending approval. A land acquisition reimbursement application was filed with OPSC for $3.9 million, equal to 50 percent of the acquisition cost in June 2013. An application for final California Department of Education (CDE) approval was filed and is currently pending CDE approval. Upon receipt of CDE approval, a funding application will be submitted to the OPSC utilizing a total of 588 new construction pupil grants and is estimated to garner approximately $7.9 million in estimated State funds. A use of grants application utilizing 64 additional new construction pupil grants would be filed thereafter estimated to garner approximately $740,288 in additional grant funding. In total, approximately $8.7 million is estimated to be garnered in State funding for the project.

Over the next six months, the team will continue to monitor DSA and CDE review and approval. No budget adjustments are proposed at this time, although costs are expected to increase once final DSA approval is received.

New Seabridge K-5 School – Design Renderings by Flewelling and Moody

4.2.3 ROSE AVENUE ELEMENTARY RECONSTRUCTION

The Rose Avenue project consists of a complete reconstruction of the existing 50+ year old campus with entirely new K-5 facilities. The project locates all new facilities in the south half of the site along La Puerta Avenue, where playfields currently exist, enabling the existing Rose Avenue Elementary to continue in operation until construction is complete. Upon completion, the north half of the site is to be demolished and replaced with new playgrounds, hard courts, and play fields. New facilities include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces.

Over the last six months, design efforts have been underway towards the submittal of the design plans to DSA. DSA submittal is anticipated for June 2018. An application for preliminary approval was submitted to CDE and is currently under review. Efforts to complete the California Environmental Quality Act (CEQA) have continued with findings anticipated to be presented to the Board in June 2018. Upon completion of final CEQA efforts and the DSA submittal package, an application for final approval will be submitted to CDE.

Rose Avenue is proposed to be submitted as a financial hardship funding application to the OPSC. Upon receipt of CDE approval, a funding application will be submitted to the OPSC utilizing a total of 710 new construction pupil grants and is estimated to garner approximately $19.9 million in estimated State pupil grants and site development costs based on financial hardship. Under this program, the State would fund its grant portion, plus the required local match by the District. An additional financial hardship funding application of approximately $660,600 is proposed to be filed with the OPSC utilizing available modernization portable classroom eligibility for the project under the "Like for Like" program component. A use of grants application utilizing 66 additional new construction pupil grants is proposed to be filed thereafter to garner approximately $1.5 million in additional grant funding, also assuming financial hardship. In total, approximately $22.1 million is estimated to be garnered in State funding for the project utilizing financial hardship.

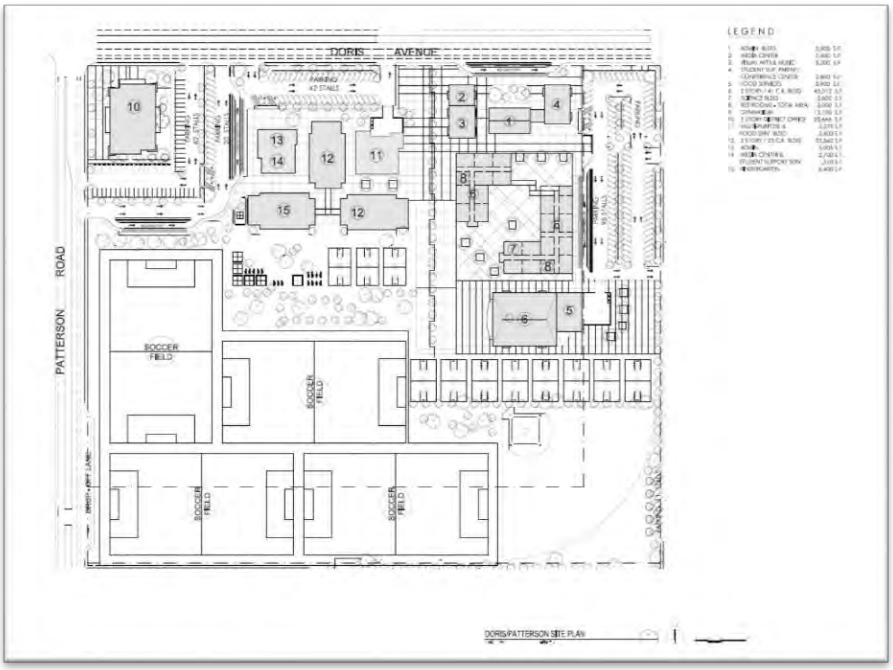
Over the next six months, CFW will continue to manage the design of the Rose Avenue project, continue to monitor DSA and CDE submittal and review. No budget adjustments are proposed at this time, although costs are expected to increase once final DSA approval is received.

Reconstruction of Rose Avenue School – Design Renderings by IBI Group

4.2.4 DORIS/PATTERSON NEW CONSTRUCTION

The District has elected to proceed with the acquisition of a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the construction of a new K-5 and 6-8 middle school facility, plus the ability to accommodate a District administrative center. Land acquisition efforts were completed in April 2018. In March 2018, the District completed the final Environmental Impact Report (EIR) for the project and filed the required notices of completion for the Final EIR, pursuant to the California Environmental Quality Act. The proposed site has been planned to accommodate construction of a new grade 6-8 middle school for 1200 students pursuant to state guidelines with 48 planned teaching stations and requisite support facilities and a grade K-5 elementary school for 700 students with 28 planned teaching stations and requisite support facilities, both per State standards.

A final application to the CDE will be filed for the land acquisition component of the project within the next six-month period. Following the completion of design of the new school facilities, a separate application will be filed with CDE for the proposed improvements. After receiving the required approval from CDE and DSA, funding applications will be filed with the OPSC for State aid new construction facility funding.



Preliminary Doris/Patterson Conceptual Site Plan

The project requires annexation into the City of Oxnard, pursuant to Ventura Local Agency Formation Commission (LAFCo) approval of several changes of organization, collectively called reorganization. The LAFCo application process has been initiated in cooperation with the District's consultants and is anticipated to be completed by March 2019. At this time, a proposed master budget adjustment of approximately $40,000 is recommended to accommodate anticipated remaining professional services and agency fees associated with the completion of the planning and LAFCo process.

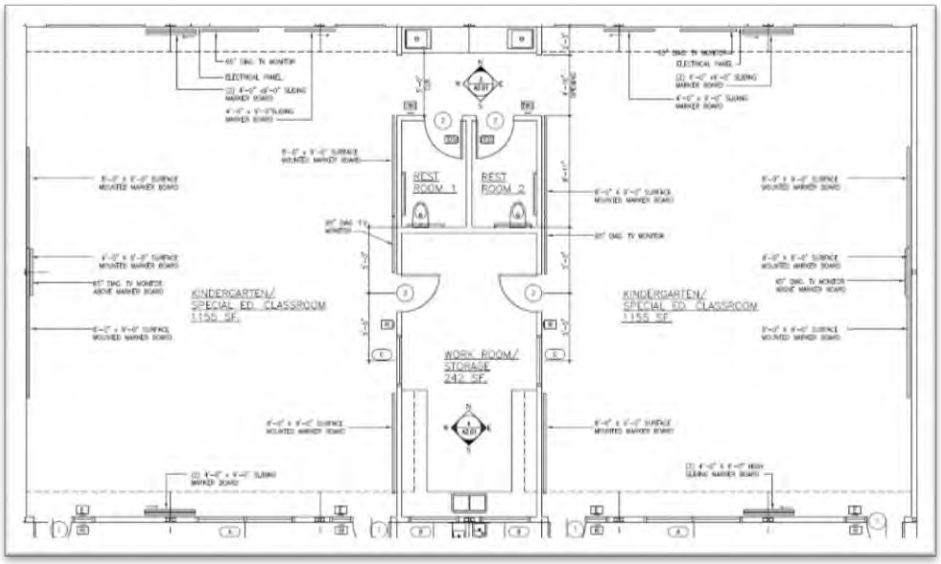
4.2.5 NEW KINDERGARTEN/FLEX CLASSROOM FACILITIES

New classroom facilities are planned to support the District's transitional kindergarten (TK), kindergarten, and Special Education programs. To accommodate this need, four new modular kindergarten/flex classroom projects are underway at McAuliffe, Ritchen, Brekke, and Ramona Elementary Schools.

Each project includes the construction of two 1,120 square foot modular Kindergarten/Flex classrooms along with support spaces to meet a required minimum program square footage specification of 2,670, estimated within a 12' x 72' building footprint. These rooms may support TK/Kindergarten needs as well as potential Special Education program uses.

Since December 2017, the projects have been approved for construction by DSA, with the exception of Ramona. At Ramona, DSA found unresolved permitting issues with former projects on the site. CFW and the District have moved forward with clearing these prior close-out issues from prior State approved projects on the site. Due to this delay, construction at Ramona is anticipated now to be completed by November 2018.

Brekke, Ritchen and McAuliffe are currently under construction. Earthwork, including compaction and grading, has been accomplished and concrete foundations will be poured in the month of June. These three projects are planned to be completed in time for occupancy for the 2018-19 school year.



Sample Project Floor Plan – New Kindergarten/Flex Classroom Building

The projects are proceeding per the Board approved budget of approximately $1.5 million per site. Recommended budget adjustments to Brekke, Ritchen, and McAuliffe totaling approximately $1.1 million across all three sites are proposed to accommodate additional construction and professional service costs which have been approved previously by the Board for each project. Budget adjustments to the Ramona project may be required at the time of approval of the construction contract, but are not included at this time. Applications for final California Department of Education (CDE) approval have been filed for all four

school sites. Upon receipt of CDE approval, funding applications will be filed with OPSC and are estimated to utilize a total of 72 SDC Severe new construction pupil grants totaling approximately $2.6 million in estimated State pupil and site development grants.

4.3 PROPOSED PROJECTS

As previously proposed in the State and Local Considerations section of this report, the following projects are proposed for consideration by the Board for implementation at this time. Marina West is the next school to be considered for replacement under the Master Construct Program and would be rebuilt via a "re-use of plans" approach based on the new design of the Rose school facility. Likewise, a multipurpose room/gym option is presented for consideration for the Driffill k-8 school site. Various options have been previously considered and CFW is now recommending a "re-use of plan" approach based on the facility at Lemonwood. Again, the proposed projects below are being proposed to capture as much remaining eligibility and Prop. 51 funding should the need to accelerate eligible projects be required.

4.3.1 MARINA WEST ELEMENTARY

Marina West School is located at 2501 Carob Street and was built in 1964. The school currently contains 20 permanent and 17 portable classrooms. The District's FMP recommended an $18.7 million construction and modernization program to build a new kindergarten building and media center; modernize classrooms and the MPR/food service building; upgrade electrical, and other utilities; improve parking, playfields, vehicular areas, lunch shelters, and play equipment; and relocate portables. Upon review, the Board elected to proceed with the reconstruction of Marina West as the anticipated costs or modernization was greater than 50 percent of the cost of new construction.

Replacing the existing school with new K-5 facilities pursuant to the Boards adopted specifications is currently estimated at approximately $32.2 million. This would include a 28-classroom campus with library, administration space, multipurpose room, playfields, hard courts, and support spaces capable of supporting a student population of 700. In total, Marina West is anticipated to receive 741 new construction pupil grants to assist in the funding of this project.

The current campus is primarily aligned at the corner of Carob Street and McLoughlin Avenue. Conceptually, if the new campus were realigned facing McLoughlin and parallel to the adjacent city park, the new campus could best be constructed while the older campus remained in operation with lessened costs for interim facilities. Upon completion of construction, the older facilities would be demolished and replaced with play fields and required support facilities. The initial phase of work would comprise construction of the new campus facilities, followed by a demolition phase to remove original structures, and concluding with a final phase to complete parking and playfields. This project has been approved as part of the Master Construct Program and more specifically as an approved project under Measure "D". Like its counterpart at Rose, funds would be advanced to design the facility for approval by CDE, DSA, OPSC and the SAB as a "financial Hardship" project. Subsequent construction would be dependent on the receipt of State aid funding.

4.3.2 DRIFFILL MULTIPURPOSE ROOM REPLACEMENT PROJECT

Driffill Elementary, located at 910 S. E Street, was originally constructed in 1946, modernized in 2004, and reconfigured in 2014 with the construction of a P2P classroom facility that contains classrooms, a library, and the school's administration office. Several original classrooms were demolished at the time of the P2P construction, with two original classroom buildings and the original multipurpose building remaining in use. The Measure "R" Implementation Program evaluated the cost and scope of this renovation, finding the modernization unlikely to address capacity concerns given its lack of any proposed expansion, and instead recommended the construction of a new multipurpose room and food service facility. In December 2015, the Board-adopted Semi-Annual Measure "R" Program update suggested an alternative proposal based on a "reuse of plans" approach.

An alternative scenario is now proposed for funding based on the reuse of plans for the Lemonwood multipurpose room/gymnasium building. The facility would include approximately 10,683 square feet including assembly/gymnasium and presentation areas, service and kitchen areas, storage, restrooms, and grade 6-8 student locker rooms. Based on a recent GMP cost associated with the multipurpose/gymnasium building designed for the Lemonwood reconstruction project, the estimated development cost of the facility is estimated at approximately $7.0 million. The proposed Driffill multipurpose/gymnasium building is anticipated to receive 299 pupil grants based on the scope of this project, totaling approximately $1.7 million in funding.

4.4 RECOMMENDATIONS

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

SECTION 5

PROGRAM FUNDING & EXPENDITURES

This section reviews existing and anticipated sources of funds for implementing the proposed facilities for the Master Construct and Implementation Program. Major funding sources include Measure "R" and Measure "D" bond proceeds, developer fees, Mello Roos funds, prior State aid reimbursements, and capital program balances. The program also seeks to maximize remaining State aid grants for modernization and new construction of school facilities as State funds become available under the State School Facilities Program (SFP).

An integrated strategy is utilized to leverage State aid new construction and modernization grants. The Basic Strategy includes the use of 100% local funds on projects that are eligible for State aid reimbursement. The Extended Strategy uses reimbursed State grant monies to extend construction beyond local funding for remaining State aid eligible/non-eligible projects. An Enhanced Strategy utilizes a Financial Hardship status once all local funding and State aid reimbursements are encumbered. To date, approximately $43.9 million in State aid new construction and modernization applications have been submitted to OPSC. As of this date, an additional $77.1 million in future applications are anticipated for active projects, which includes a proposed Financial Hardship strategy for the reconstruction of Rose Avenue and Marina West.

To date, all Mello Roos and Measure "R" bond proceeds have been received, and available capital program balances have been applied towards Phase 1 improvements. Local developer fees continue to flow into the program as additional residential construction is approved within the boundaries of the District. Approved by District voters in November 2016, Measure "D" provides $142.5 million in general obligation bond authorization to fund identified facilities improvements. Approximately $95 million in Measure "D" bonds have been issued for identified projects, leaving approximately $47.5 million in remaining Measure "D" authorization.

The following sections update the prior December 2017 funding and expenditures report to the Board. The report provides a comprehensive funding program, including a review of State aid grants, projected local developer fees, and local general obligation bonds, all which may assist in the implementation of the remaining Master Construct Program. The report recommends adjustments to the Master Budget and Schedule that are required in accordance with financial or policy decisions undertaken by the District and the State from the prior periods and proposed activities over the next six month period.

5.1 STATE MATCHING GRANTS

Through the Office of Public School Construction (OPSC), the State of California provides funding assistance to eligible public school districts through the School Facilities Program (SFP). OPSC operates various programs pursuant to State Law and provides projects to be considered by the State Allocation Board (SAB) for specific funding. Funding is provided to school districts in the form of per pupil grants, with supplemental grants for site development, site acquisition, and other project specific costs. Pupil grant amounts are periodically reviewed for increase by the SAB.

The program provides new construction and modernization grants to construct new school facilities or modernize existing schools. To receive State grants, a district is required to match the grant portion of the cost of an eligible project from available district funds. This may include proceeds from local general obligation bonds, developer fees, and a district's general fund.

Historically, project funding by the State has been supported through the periodic approval of State bonds for school improvements by California voters. In November 2016, California voters approved Proposition 51 authorizing $7 billion for K-12 facilities. To date, the State has proceeded with the sale of $600 million in bonds and the SAB has allocated a like amount in apportionments. The current list of OPSC grant requests pending SAB approval is approximately $3.0 billion. The District's projects are spread throughout this list. The District has $34.1 million in projects to be funded in the next $900 million to be apportioned by the SAB. There is approximately $3.7 billion left to absorb of project applications – new construction and modernization at this time. There is a need to move the District's projects forward as expeditiously as possible. OPSC staff continues to be impacted by reduced personnel and changes in guidelines and leadership and the Governor has continued to influence a protracted pace of implementation.

Since 2013, the Oxnard School District has been very successful with the Master Construct and Implementation Program. In total, 15 existing schools have received improvements, 2 more are in design or DSA, and 5 remain to be improved.

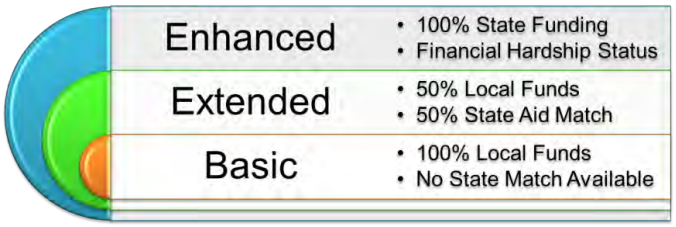
Table 2: Status of Master Construct and Implementation Program Projects

Completed/Under Construction	In Design/DSA	Pending
Harrington Elementary	Seabridge Elementary	Marina West Elementary
Lemonwood Elementary	Rose Avenue Elementary	Doris Patterson K-5/6-8
Marshall 12 Classroom Building	Kindergarten/Flex Classrooms (1)	Fremont Gym
Elm Elementary		Haydock Gym
Harrington ECDC		K-5 MPRs & Support Space (4)
Project 1 Science Labs/Kinders (9)		K-8 MPRs (4)
Kindergarten/Flex Classrooms (3)		
Lemonwood ECDC		
McKinna Elementary*		

*Subject to Board Approval of GMP

The Master Construct Program utilizes an integrated strategy to leverage State aid new construction and modernization grants. The Basic Strategy is to fund the upfront design and construction of projects with 100 percent local funds that are eligible for State aid reimbursement. Upon DSA approval, an application is submitted to reimburse the District a portion of its local funding with 50 or 60 percent State matching grants. The Extended Strategy uses reimbursed State grant monies to extend construction beyond local funding of remaining State aid eligible/non-eligible projects. Once all local funding and State aid reimbursements are encumbered, the District may qualify for Financial Hardship Status and receive 100% State funding for eligible projects, the Enhanced Strategy. Currently, the Basic and Extended Strategy is in use and the Enhanced (Hardship) Strategy is proposed to fund Rose and Marina West.

Figure 4: State Aid Strategy



The strategic blending of these programs is required to support the balance of local investment that may be required to fully implement the program. These programs are summarized below as well as the District's current and projected eligibility for program funding. Applications that have been approved by the District and submitted to OPSC are catalogued as well and projected applications for potential funding of additional projects are also presented.

5.1.1 STATE AID MODERNIZATION

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

1. **Eligibility:** Modernization eligibility is established separately for each school site and requires that permanent facilities be at least 25 years old and portable facilities be at least 20 years old. Students must be enrolled in those facilities based on State classroom loading standards of 25 per classroom for grades K-6 and 27 per classroom for grades 7-8. Once established, site eligibility is not subject to annual review.

2. **Funding:** A district with modernization eligibility may request funding on a 60-40 State grant/local match basis. The 2018 pupil grant is currently $4,404 for grades K-6 and $4,658 for grades 7-8. Eligible costs include design, construction, educational technology, testing, inspection, furniture and equipment. Limited supplemental funding is available for excessive cost such as fire safety and accessibility improvements. Grant levels are periodically reviewed by the State. Program funding is subject to project performance and certification at the completion of construction.

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

School Site	CRMs	Phase I (FY 2013-17) CRMs	Phase I (FY 2013-17) Amount	Phase II (FY 2018-20) CRMs	Phase II (FY 2018-20) Amount	Phase III (FY 2021-25) CRMs	Phase III (FY 2021-25) Amount	Phase IV (FY 2026-29) CRMs	Phase IV (FY 2026-29) Amount	Total Amount
Brekke	27	0		0		27	$2,972,700	0		$2,972,700
Chavez	29	0		0		0		29	$3,192,900	$3,192,900
Curren	0	0		0		0		0		$0
Driffill	0	0		0		0		0		$0
Elm	0	0		0		0		0		$0
Frank	45	0		45	$5,659,470	0		0		$5,659,470
Fremont	34	0		0		0		34	$4,276,044	$4,276,044
Harrington	0	0		0		0		0		$0
Haydock	32	32	$4,024,512	0		0		0		$4,024,512
Kamala	0	0		0		0		0		$0
Lemonwood	0	0		0		0		0		$0
Marina West	20	0		0		20	$2,202,000	0		$2,202,000
Marshall	28	0		0		0		28	$3,082,800	$3,082,800
McAuliffe	28	28	$3,082,800	0		0		0		$3,082,800
McKinna	0	0		0		0		0		$0
Ramona	26	0		0		26	$2,862,600	0		$2,862,600
Ritchen	28	28	$3,082,800	0		0		0		$3,082,800
Rose Avenue	0	0		0		0		0		$0
Sierra Linda	21	0		0		0		21	$2,312,100	$2,312,100
Soria	0	0		0		0		0		$0
Total	**318**	**88**	**$10,190,112**	**45**	**$5,659,470**	**73**	**$8,037,300**	**112**	**$12,863,844**	**$36,750,726**

**Current dollars*

Table 4: **Estimated Remaining Modernization Eligibility from Portable Classrooms: 60/40 Program**

School Site	CRMs	Phase I (FY 2013-17) CRMs	Phase I (FY 2013-17) Amount	Phase II (FY 2018-20) CRMs	Phase II (FY 2018-20) Amount	Phase III (FY 2021-25) CRMs	Phase III (FY 2021-25) Amount	Phase IV (FY 2026-29) CRMs	Phase IV (FY 2026-29) Amount	Total Amount
Brekke	2	0		0		2	$220,200	0		$220,200
Chavez	0	0		0		0		0		$0
Curren	2	0		0		2	$220,200	0		$220,200
Driffill	0	0		0		0		0		$0
Elm	15	0		15	$1,651,500	0		0		$1,651,500
Frank	7	0		0	$0	5	$628,830	2	$251,532	$880,362
Fremont	10	8	$1,006,128	2	$251,532	0		0		$1,257,660
Harrington	5	3	$330,300	2	$220,200	0		0		$550,500
Haydock	5	0		0		5	$628,830	0		$628,830
Kamala	6	0		5	$550,500	1	$110,100	0		$660,600
Lemonwood	7	6	$660,600	1	$110,100	0		0		$770,700
Marina West	9	0		6	$660,600	0		3	$330,300	$990,900
Marshall	0	0		0		0		0		$0
McAuliffe	11	3	$330,300	6	$660,600	2	$220,200	0		$1,211,100
McKinna	13	7	$770,700	6	$660,600	0		0		$1,431,300
Ramona	2	0		0		0		2	$220,200	$220,200
Ritchen	4	0		4	$440,400	0		0		$440,400
Rose Avenue	3	0		3	$330,300	0		0		$330,300
Sierra Linda	10	0		6	$660,600	0		4	$440,400	$1,101,000
Soria	0	0		0		0		0		$0
Total	**111**	**27**	**$3,098,028**	**56**	**$6,196,932**	**17**	**$2,028,360**	**11**	**$1,242,432**	**$12,565,752**
Submitted Applications										
Project 1 - Fremont		8	$1,006,128							
Project 1 - McAuliffe		1	$110,100							
Harrington ECDC				5	$550,500					
Lemonwood K-8 Portables		6	$660,600	1	$110,100					
Total		**15**	**$1,776,828**	**6**	**$660,600**	**0**		**0**		
Remaining Eligibility		**12**	**$1,321,200**	**50**	**$5,536,332**	**17**	**$2,028,360**	**11**	**$1,242,432**	**$10,128,324**

**Current dollars*

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

Tables 3 and 4 summarize the District's remaining eligibility for State modernization grants for permanent and portable facilities that were last modernized or placed in service at least 25 or 20 years ago, respectively. The estimated grants amounts have been updated to reflect the 2018 per pupil grant amounts established by the State. As shown in Table 3, the District may be ultimately eligible for approximately $36.8 million in matching modernization grants, however, the majority of eligible funding does not become available until after 2021, once some of the facilities that were last modernized in the late 1990's and early 2000's become due again. Table 4 illustrates approximately $12.6 million in modernization eligibility for portable classrooms that exceed their 20 year life. Unlike the eligibility of permanent facilities, the majority of eligibility for portable facilities is anticipated prior to 2021. The ability to use all of these grants, however, is contingent on the priority of projects to be funded by the Board and the corresponding timeline and schedule adopted as part of the Master Construct Program.

Overall, approximately $2.4 million in modernization applications have been submitted to the OPSC. Individual modernization applications to be filed for Master Construct projects under management have been detailed in the prior facilities section of this report. All modernization applications require a local match to be provided by the District, unless Financial Hardship is utilized as explained later in this section. Collectively, these amounts are used as inputs and integrated where possible in the facilities Master Budget and Schedule to implement proposed Master Construct projects.

5.1.2 STATE AID NEW CONSTRUCTION

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

1. **Eligibility:** Eligibility for new construction funding is not site specific and is determined by the gap between a district's projected enrollment and its existing permanent classroom capacity. Classroom capacity is based on State loading standards of 25 students per classroom for grades K-6 and 27 students per classroom for grades 7-8. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap between the amount of future students and the current ability to house students in permanent facilities. Portable classrooms are not counted by the State as being permanently

available to house pupils. Until approved for construction, eligibility is subject to annual review.

2. **Funding:** Once eligibility is approved, a district may apply for funding on a 50/50 State grant/local match basis. The 2018 pupil grant is currently $11,567 for grades K-6 and $12,234 for grades 7-8, and is counted based on each student found to exceed a district's permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs. Grant levels are periodically reviewed by the State.

Table 5 summarizes the District's estimated new construction eligibility based on estimated eligible pupil grants and 2018 adjustment to the per pupil grant amounts by the State. The District is estimated to be eligible for approximately $77.2 million in new construction pupil grants, including $65.8 million for grades K-6 and $11.4 million for grade levels 7-8. These amounts continue to be subject to a local match requirement by the District equal to the amount of the total State grant. If enrollment continues to grow, the amount of State eligibility for new construction is expected to increase. Likewise, if enrollment declines, a comparable decrease in future State aid will result. The estimated eligibility is available for use district wide, but subject to the availability of funding from the SFP which is currently funded from proceeds of the recent voter approved Prop. 51.

Table 5: New Construction Eligibility: 50/50 Program

Grade Level	Eligible Pupils	Grant Value (2018)	*Est. Grant Amount (50%)	Est. Local Match (50%)
K-6	5,691	$11,567	$65,827,797	$65,827,797
7-8	932	$12,234	$11,402,088	$11,402,088
Total	**6,623**		**$77,229,885**	**$77,229,885**

** Does not include State reimbursements for land acquisition.*

5.1.3 FINANCIAL HARDSHIP FUNDING

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

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

In addition, it must meet at least two of the following criteria:

- District has placed on the ballot within the last four years a local general obligation bond
- Bond received at least 50 percent yes votes
- Debt has been issued for capital outlay obligations at a level of at least 30 percent of the district's total bonding capacity
- At least 20 percent of the district's teaching stations are relocatable classrooms

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

The Oxnard District has exceeded its net bonding capacity and meets more than two of the subsequent criteria, including the 30 percent capital outlay obligations and the teaching station requirement. Except for land acquisition and some site service costs, 100 percent hardship grant funding does not typically equate to 100 percent of the total development costs associated with the design and construction of an eligible project. Often projects must be phased, alternate methods of construction (e.g. modular) must be employed to achieve the desired space requirement for housing students or additional bond funding must be provided thereafter to complete a hardship project.

Financial hardship funding is proposed to be used strategically, with careful consideration to minimize the impact on the use of other sources of funding as identified above. Careful sequencing of all remaining projects and projected reimbursements is required, so all remaining projects are designed and funds encumbered before entering the Hardship period. This may require the advanced funding of design components for remaining projects from local sources in advance of securing Hardship funding. The District will need to prioritize remaining projects to be considered for this option. This includes remaining projects to be built, including remaining schools, MPRs, gyms, and other support facilities in the Master Construct Program. At this time, potential Hardship funding sites include Rose Avenue, Marina West, and Sierra Linda.

5.1.4 JOINT USE FUNDING

The SFP also provides a Joint-Use Program that allows school districts to utilize a joint-use partner and State funding to build a joint-use project the District would not otherwise be able to build due to lack of financial resources or SFP eligibility. For school districts, prior projects that have been funded by the State have included multipurpose rooms, gymnasiums and sport facilities. The State and local contribution to a

joint-use project is 50/50. The State provides 50% of the project cost; with a maximum State contribution of $1 million for an elementary school, $1.5 million for a middle school and $2 million for a high school. Participating districts must enter into a joint-use agreement with a joint use-partner. The program does not require the use of modernization or new construction pupil grants. However, any modernization or new construction grants previously utilized for a project would be deducted from the joint use grant, should a district wish to apply for joint use funds for the same facility.

The joint-use partner must match a minimum of 25% of the eligible project costs. If a district has passed a General Obligation (G.O.) bond which specifies that the monies are to be used specifically for the joint-use project, the district can opt to pay up to the full 50% local share of eligible costs. Anything beyond the eligible project costs is the responsibility of the joint use partner and/or the district.

As reported in December 2017, the State continues to not accept applications for joint-use due to lack of funding at this time. Recent communication with OPSC staff has indicated no decision to replenish the program at this time. In the past, however, projects to be considered must have already received DSA and CDE approval and must demonstrate the ability to be constructed immediately. CFW will continue to monitor the status of the program.

To the extent funds become available in the future, the District could submit for funding for eligible joint use projects. Any additional funds received through the joint use program may serve to augment revenues to the program and reallocate pupil grants elsewhere, where applicable.

5.1.5 REMAINING AND PROPOSED USE OF NEW CONSTRUCTION APPLICATIONS

Table 6 presents the New Construction applications that have been filed with the OPSC, indicating approximately $36.5 million in submitted applications. Over the last six months, efforts were completed to submit the final Elm OPSC application. Efforts were also made to prepare and submit CDE applications for McKinna, Rose, Seabridge, and the four kindergarten/flex classroom projects. Table 6 also reflects the 2018 per pupil grant amounts, but excludes any additional anticipated allowances for site development and SDC pupils, which may increase the potential overall grant amount upon apportionment.

Per the current regulations, the District has secured its place in line for these applications as part of the State's "Workload List" for compliance with new SAB regulations and subsequent approval for funding by SAB. Based on when applications were submitted to OPSC, all of the District's applications have been on the Acknowledged List and are being transitioned unto the Workload List for SAB funding based on the date they were submitted.

Table 6: Submitted New Construction Applications

	Pupil Grants			Est. Grant
	K-6	7-8	Total	Amount
Current Eligibility	**5,691**	**932**	**6,623**	**$77,229,885**
Harrington School	807	0	807	$9,334,569
Driffill	0	132	132	$1,614,888
Lemonwood	575	351	926	$10,945,159
Marshall	100	216	316	$3,799,244
Elm	600	0	600	$6,940,200
Total	**2,082**	**699**	**2,781**	**$32,634,060**
Plus Seabridge Land Purchase[1]				$3,878,426
Total Applications				**$36,512,486**
Current Eligibility				**$77,229,885**
Less Pupil Grant Applications				**($32,634,060)**
Total grant amount remaining	**3,609**	**233**	**3,842**	**$44,595,825**

1. No pupil grants required

Taking into consideration the applications that have been filed, the District's total remaining pupil grants as of this date is estimated to be 3,842 pupils based on the State's 50/50 match program. Enrollment trends and new residential development may impact this number in the future. The State does not deduct pupil grants from the total eligibility for land acquisition, therefore pupil grants are not reported for the Seabridge land purchase and the grant amount is not deducted from the eligibility.

Table 7 provides a summary of proposed new construction applications to be submitted. It also includes allowances for estimated grants previously and to be filed for SDC classrooms. Approximately $58.9 million is anticipated to be filed and includes an assumed hardship approach for Rose Avenue and Marina West. For the remaining non-hardship projects, a local match would be required to obtain State funding for these future projects, plus any additional amounts necessary to complete the total required school construction costs identified in this report. All pupil grants eligible to date are proposed to be utilized under this proposed approach.

Table 7: Anticipated Remaining New Construction Applications

	Remaining New Construction Grants			Grant Amount
	K-6	7-8	Total	
Remaining pupil eligibility	3,609	233	**3,842**	
*Less SDC pupils used**	*242*	*0*	***242***	**$8,041,566**
	3,367	**233**	**3,600**	
Less grants for projects to be used at:				
Lemonwood Use of Grants	64	78	**142**	$1,694,540
Elm Use of Grants	72	0	**72**	$832,824
Marshall Use of Grants	32	48	**80**	$957,376
Reconstruction of McKinna	675	0	**675**	$7,807,725
McKinna Use of Grants	50	0	**50**	$578,350
New K-5 at Seabridge	575	0	**575**	$6,651,025
Seabridge Use of Grants	64	0	**64**	$740,288
Reconstruction of Rose Avenue*	675	0	**675**	$15,615,450
Rose Avenue Use of Grants*	66	0	**66**	$1,526,844
Reconstruction of Marina West*	675	0	**675**	$15,615,450
Marina West Use of Grants*	66	0	**66**	$1,526,844
Driffill MPR/Gymnasium	299	0	**299**	$3,456,714
New 6-8 at Doris/Patterson	54	107	**161**	$1,935,475
Total grants used	**3,367**	**233**	**3,600**	**$58,938,905**
Balance of Pupil Grants Remaining	**0**	**0**	**0**	
			Total Estimated New Construction Grants	**$66,980,471**

**Includes new construction applications for kinder/flex projects and SDC pupils at reconstructed and new schools*
***Assumes hardship funding*

5.1.6 SUBMITTED AND PENDING STATE AID APPLICATIONS

Table 8 presents State aid applications that have been filed with the OPSC, totaling approximately $43.9 million. Table 8 reflects the 2018 per pupil grant amounts and estimated additional anticipated allowances for site development. Per the current regulations, the District has secured its place in line for these applications as part of the State's "Workload List" for compliance with new SAB regulations and subsequent approval for funding by SAB. Based on when applications were submitted to OPSC, all of the District's applications have been on the Acknowledged List and are being transitioned unto the Workload List for SAB funding based on the date they were submitted.

Table 8: Submitted State Aid Applications

Projects	Type	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
McAuliffe Project 1	Mod.	$110,100	$3,106	**$113,206**
Fremont Project 1	Mod.	$1,006,128	$28,393	**$1,034,521**
Driffill Kinder	New Const.	$1,614,888	$113,994	**$1,728,882**
Seabridge Land	New Const.	$3,878,426	$0	**$3,878,426**
Harrington	New Const.	$9,899,731	$838,399	**$10,738,130**
Lemonwood	New Const.	$11,227,740	$1,227,750	**$12,455,490**
Marshall	New Const.	$3,799,244	$395,100	**$4,194,344**
Elm	New Const.	$7,222,781	$1,242,354	**$8,465,135**
Harrington ECDC	Mod.	$550,500	$45,540	**$596,040**
Lemonwood Portables	Mod.	$770,700	$0	**$770,700**
Total		$40,080,238	$3,894,636	**$43,974,873**

As shown in Table 9, approximately $18.5 million in project applications are pending OPSC submittal. These projects have been approved by DSA and CDE and are in the process having applications completed for submitted to OPSC for processing. At that time, they will be placed in line awaiting the sale of future State bonds for funding.

Table 9: State Aid Applications in Progress

Projects	Type	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
McKinna	New Const.	$8,665,414	$1,299,812	**$9,965,226**
McKinna Portables	Mod.	$1,101,000	$0	**$1,101,000**
Brekke Kinder Flex CRMs	New Const.	$585,054	$87,758	**$672,812**
Ritchen Kinder Flex CRMs	New Const.	$585,054	$87,758	**$672,812**
McAuliffe Kinder Flex CRMs	New Const.	$585,054	$87,758	**$672,812**
Lemonwood Use of Grants	New Const.	$1,694,540	$0	**$1,694,540**
Marshall Use of Grants	New Const.	$957,376	$0	**$957,376**
Elm Use of Grants	New Const.	$832,824	$0	**$832,824**
Elm Portables (2018)	Mod.	$330,300	$0	**$330,300**
Elm Portables (2019)	Mod.	$990,900	$0	**$990,900**
McKinna Use of Grants	New Const.	$578,350	$0	**$578,350**
Total		$16,905,866	$1,563,086	**$18,468,952**

Table 10 presents approximately $31.5 million in future applications for projects that are currently undergoing DSA submittal in the case of Rose Avenue and DSA review in the case of Seabridge. Ramona and Seabridge are both new construction match projects. Rose Avenue is being designed and submitted as the District's first Financial Hardship school. The project will be submitted to DSA and OPSC in two components to include classrooms and support facilities. Classrooms are proposed to be funded through

Financial Hardship, whereas support facilities are to be financed by remaining yet unissued Measure "D" bonds. Therefore, construction is anticipated to in 2 phases.

Table 10: State Aid Applications Pending DSA Approval

Projects	Type	Est. Base Grant	Est. Hardship Grant	Est. Sup. Grant	Total Est. Grant
Ramona Kinder Flex CRMs	New Const.	$585,054	$0	$87,758	**$672,812**
Seabridge	New Const.	$6,933,606	$0	$1,040,041	**$7,973,647**
Rose Avenue - Hardship	New Const.	$8,665,414	$8,665,414	$2,599,624	**$19,930,452**
Rose Avenue Portables - Hardship	Mod.	$330,300	$330,300	$0	**$660,600**
Seabridge Use of Grants	New Const.	$740,288	$0	$0	**$740,288**
Rose Avenue Use of Grants Hardship	New Const.	$763,422	$763,422	$0	**$1,526,844**
Total		$18,018,084	$9,759,136	$3,727,423	**$31,504,643**

Collectively, the District has approximately $43.9 million in State aid applications that are under consideration with OPSC, an additional $18.5 million in projects that are pending OPSC submittal, and a further $31.5 million in projects that can be submitted to OPSC after DSA review. In total, the District has approximately $93.9 million in foreseeable State aid eligibility.

At this time, approximately 1,236 in remaining new construction pupil grants are estimated to be remaining upon completion of applications for Rose Avenue and Seabridge. Any remaining unutilized new construction pupil grants may be considered for future new school projects not yet under design or DSA review, such as the new schools planned at the Doris Patterson site, Marina West, as well as projects at Driffill. At the present time, the District can anticipate approximately $27.0 million in State aid eligibility, under financial hardship, to allocate towards these projects. Table 11 illustrates how these pupil grants would be utilized.

Table 11: Future State Aid Applications

Projects	Type	Est. Base Grant	Est. Hardship Grant	Est. Sup. Grant	Total Est. Grant
Doris Patterson 6-8	New Const.	$1,935,475	$0	$290,321	**$2,225,797**
Marina West K-5 Hardship	New Const.	$8,665,414	$8,665,414	$2,599,624	**$19,930,452**
Marina West K-5 Use of Grants Hardship	New Const.	$763,422	$763,422	$0	**$1,526,844**
Driffill MPR/Gym	New Const.	$3,456,714	$0	$0	**$3,456,714**
Total		$14,821,025	$9,428,836	$2,889,946	**$27,139,807**

Over the next six months, the team will evaluate these options to determine the recommended course of action for proposed future new school and support facility projects as contemplated in the plan.

5.2 DEVELOPER FEES

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

- Level 1 fees are established by statute and adjusted by the State Allocation Board and are currently $3.79 per square foot of residential development and $0.61 per square foot of commercial and industrial development
- Level 2 fees constitute up to 50% of the State allowed cost for construction and sites, if the school district meets specified eligibility tests and assumes that the will State pay for the other 50% of cost through the SFP
- Level 3 fees are the same as Level 2, but include the State's 50% share as well, but only when the State declares it is out of funds for new construction

A district justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. In April 2018, the District adopted a Residential Development School Fee Justification Study prepared by Cooperative Strategies that established the justification for collecting Level 1 fees at the adjusted level of $3.79 per square foot of residential construction and $0.61 per square foot of commercial or industrial construction. Based on the District's fee sharing agreement with the Oxnard Union High School District, the District collects 66% of the maximum Level 1 fees, or $2.50 per square foot for residential and $0.403 per square foot for commercial.

In April 2018, the District adopted a School Facilities Needs Analysis, prepared by Cooperative Strategies to establish and justify the collection of Level 2 developer fees at a rate of $4.06 per square foot for all new future residential units built within the District's boundaries. Using available County and local data, the Study estimates that an additional 1,539 residential single and multi-family homes, totaling 2,387,750 square feet, will be built in the District over the next five years. From this data, an estimated $9.7 million is anticipated to be to be collected in developer fees over the next five years. The District is required to complete an annual update to the Level 2 Study in order to continue collecting Level 2 fees during this period.

5.3 GENERAL OBLIGATION BONDS

The District has used General Obligation (G.O.) bonds previously to fund major school facility improvements and has been successful in making use of public financing options and garnering community support to improve school facilities. These G.O. bonds are secured by an annual levy on all taxable parcels within the boundaries of a school district. The levy is based on the assessed value of a parcel as determined by the County, pursuant to Proposition 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to a district to finance improvements over time.

The Master Construct and Implementation Program utilizes two G.O. bond measures: Measure "R" approved by voters in 2012 and Measure "D" approved by voters on November 8, 2016. Measure "R" authorized the sale of $90 million in G.O. bonds and has been used in combination with other local funds to support the reconfiguration of school facilities, provide the local funding to reconstruct Harrington,

Elm, and Lemonwood, and to provide additional grade 6-8 capacity at Marshall. To date, all G.O. bonds from the Measure "R" authorization have been sold and the District is awaiting State reimbursements from the above projects to fund additional facility improvements.

Measure "D" was approved by voters on November 8, 2016 and authorized $142.5 million in G.O. bonds to fund additional school improvements as part of Phases 2, 3 and 4 of ongoing facilities improvements. In March 2017, the District issued approximately $81 million in G.O. bonds, Series 2017A (Series 2017A). Proceeds from the Series 2017A bond issuance are funding a portion of Phase 2 of the ongoing new school construction and classroom modernization program and will also be used to meet the local match requirement for State school facility grants—leveraging the State aid matching grants. In February 2018, District staff and CFW recommended the sale of Series 2018B G.O. bonds to replenish the Program Reserve and fund projects underway. Additional project and reserve funds were originally anticipated to come from State aid reimbursements once the State implemented Proposition 51. However, delays in implementation have necessitated the District to utilize local funding sources exclusively to date.

5.3.1 SERIES 2018B MEASURE "D" BOND SALE

As part the previously adopted Six-Month Master Construct & Implementation Program Update, the Board directed District staff and CFW to partially accelerate the issuance of G.O. bonds from the Measure "D" authorization to fund projects underway and replenish the Program Reserve. The Board was presented with legal documents authorizing the sale of bonds on February 7, 2018 for the first reading and on February 21, 2018 for the second reading and approval. Following Board approval, the District's financing team assisted the District in procuring an updated credit rating from Standard & Poor's Global Ratings, preparing a prospectus to potential investors, and facilitating the sale of bonds. On March 29, 2018, the District concluded the sale of $14 million in G.O. Bonds, Series 2018B (Series 2018B). Combined with the District's Series 2017A bonds, approximately $95.1 million in Measure "D" bonds have been issued to date leaving approximately $47.5 million in remaining Measure "D" bond authorization.

The issuance of additional bonds will also allow the District to utilize funds from other local sources to accommodate the beginning of a technology replacement cycle. A subsequent Series C of bonds is still contemplated to occur in 2020-21 which would consist of the balance of anticipated G.O. bond proceeds for Phase 2 in the amount of $8.4 million. Additional bond sales are currently scheduled for 2023 and 2026.

5.3.1.A CREDIT RATING

On February 26, 2018, District staff delivered a presentation to Standard and Poor's Global Ratings for the purposes of conducting a rating assessment of the proposed Series 2018B bond sale. The credit rating serves as a signal to potential bond investors regarding the District's creditworthiness and ability to repay principal and interest on the bonds. The District's presentation provided summary highlights of the District's credit factors, including:

- Local and regional economy

- Population demographics and wealth characteristics
- District governance and fiscal policies
- Financial performance and financial health
- Proposed Series 2018B Bond debt structure

The District's presentation was well received, resulting in the reaffirmation of the District's strong credit rating of "A+". The reaffirmation was a positive outcome for the District, given future debt issuance plans and ongoing pension obligations. The District effectively communicated the rationale for the planned debt issuances while emphasizing the District's positive credit factors—good financial management, broad and diverse economy, stable assessed valuation base and steady enrollment growth—largely offsetting credit concerns. The rating analysts also discussed the 'stable' outlook, reflecting expectation that the District's available fund balances will remain at a strong level, or above 8% of general fund operating expenditures. The 'stable' outlook also reflects the rating analysts' expectation that the District will continue to make adjustments should enrollment decline unexpectedly and pressure operations.

The "A+" rating represents a high grade, investment worthy credit for the District. Similar to one's personal credit score, a strong rating corresponds to lower interest rates and cheaper, overall cost of borrowing. This positioned the District to secure lower interest rates at the time of the bond sale.

5.3.1.B PRE-PRICING AND MARKETING PERIOD

In preparation for the sale of the Series 2018B bonds, the District finalized and published its bond prospectus, the Preliminary Official Statement (POS) on March 8, 2018. This allowed the District's underwriter, Stifel, to initiate a pre-sale marketing of the District's bonds by transmitting the POS to potential investors and announcing the scheduled pre-pricing and pricing on March 13, 2018 and March 14, 2018, respectively. Typically, the POS is published one week prior to the scheduled sale date. This helped to promote the District's credit profile and the bond financing among investors, which in turn generates interest for the District's bonds.

5.3.1.C PRE-PRICING & FINAL PRICING CALLS

On March 13, 2018, the District participated in a pre-pricing conference call with the finance team to determine whether to enter the market and initiate the bond sale. The underwriter delivered information on the municipal bond market environment, pointing to certain favorable market factors, including:

- Positive tone in municipal interest rates with recent leveling of previous hikes
- Low volatility and corresponding market stability resulting from the recent strong jobs and quarterly earnings reports
- Low bond supply with few other municipal bond offerings to compete with the District's bond sale

Further, the underwriter provided a preliminary interest rate proposal and evaluation of comparable bond transactions. Based on this information, the District authorized the underwriter to enter the market and accept investor bond orders.

The District participated in a final pricing call with the underwriter and CFW on March 14, 2018. During the final pricing call, the District received a report from the underwriter regarding investor acceptance and bond demand during the bond order period. The District's bonds were very well received by investors. The underwriter received orders for all bond maturities, with select maturities garnering subscription of three to five times the amount of available bond proceeds. Aided by high demand, the District was able to successfully negotiate an interest rate reduction for most maturities ranging from 2 to 10 basis points (10 basis points equals 1/10th of 1%). Additionally, certain bond structure adjustments were made at the request of CFW, which helped to reduce borrowing costs.

A revised final bond proposal was presented to the District reflecting changes from the pre-pricing to final pricing period. The final sale resulted in an average interest rate of 3.01%, a reduction of 5 basis points. Moreover, the repayment ratio (ratio of total repayment cost to initial principal borrowed) resulted in less than 2.2 to 1. This figure is well below the 4.0 to 1 maximum level the State deems acceptable for a similar bond issuance.

Overall, the District was able to successfully execute its bond sale, in some cases securing lower interest rates compared to other districts with higher credit ratings.

5.3.2 SOURCES AND USES OF BOND FUNDS

With a total par amount of $14.0 million in Series 2018B bonds sold, the District utilized approximately $200,000 to pay cost of issuance which netted approximately $13.7 million in available project funds. Additionally, the Series 2018B bond sale generated proceeds of $141,808 in the form of net premium which were utilized primarily for the purpose of paying capitalized interest on the bonds until August 2019 as well as paying the underwriter's expense (underwriter discount). Following the sale of the Series 2018B bonds, the District now has $47.5 million in remaining Measure "D" authorization for future bond issuance and funding.

5.3.3 AVAILABILITY OF FUTURE BOND FUNDING

Potential future funding from Measure "D" is determined in large part by three primary components: (i) statutory bonding capacity; (ii) assessed valuation (AV); and, (iii) the Proposition 39 tax rate allowance for elementary school districts. State law governs how much long-term principal debt California school district may incur at any one time. For elementary school districts, the statutory bonding capacity, or debt limit, is equal to 1.25% of the total district assessed value of all taxable properties within the district's boundaries.

Based on the District's assessed value of $12.8 billion for fiscal year 2017-18, the District's gross bonding capacity is estimated at $160.1 million. However, prior bonds, including the recent issuance of $14 million in Series 2018B bonds, account for a total of $263.0 million. To comply with the California Education Code, the District applied to the California Department of Education (CDE) requesting a waiver authorizing the District to exceed its bonding limit of 1.25% of its taxable assessed value of property. CDE approved the waiver application authorizing the District to have bond indebtedness outstanding in an amount equal to

2.12% (or less) of total assessed valuation as determined at the time of bond issuance, pursuant to the California Education Code. The waiver has an expiration date of August 1, 2025. As a result, the District's remaining net bonding at this time is calculated at $8.4 million. The District's net bonding capacity is estimated to increase as assessed value increases and outstanding principal debt is repaid in the coming years.

Table 12: Bonding Capacity Analysis

Fiscal Year 2018/19	
ASSESSED VALUATION	
Secured Assessed Valuation	$12,189,306,916
Unsecured Assessed Valuation	$624,628,048
DEBT LIMITATION	
Total Assessed Valuation	$12,813,934,964
Applicable Bond Debt Limit	2.12%
Bonding Capacity	$271,655,421
Outstanding Bonded Indebtedness	$263,188,773
NET BONDING CAPACITY	$8,466,648
% of Capacity Current Used	96.88%

The District's AV serves as the source from which tax revenues are derived for purpose of repaying bond debt service. As AV grows, so too the District's ability to repay a greater amount of bond debt service and therefore its ability to issue additional bonds.

Historically, the District's AV has performed relatively well, with some minimal periods of decline. During the early to late 2000's the District's AV experience growth ranging from approximately 9% to 14% annually. This coincided with a period of strong economic performance statewide. Conversely, as the economy contracted during the Great Recession, beginning in 2010 the District's AV experienced periods of contraction in 2010 to 2012.

The District's AV growth rate has averaged 5.7% annually over the last 16-year period. Most recently, over a 5-year period, the AV growth rate has averaged 4.6% annually. While AV growth has slowed compared to the mid-2000's, it may indicate a more sustainable pace of economic expansion within the District. As it relates to the estimated availability of remaining Measure "D" bond authorization, a future annual AV growth estimate of 4% appears to be moderate to conservative for the District, as it is within the most recent historical growth averages. Future bonding capacity under the Measure "D" authorization will depend on the pace of growth in the tax base and the marketability of additional bonds.

Table 13: Historical Assessed Valuation

Historical Assessed Value		
Fiscal Year	**Total**	**% Δ**
2002	$5,456,598,521	-
2003	$5,963,113,197	9.3%
2004	$6,635,172,071	11.3%
2005	$7,583,558,704	14.3%
2006	$8,657,971,155	14.2%
2007	$9,931,635,061	14.7%
2008	$10,883,340,116	9.6%
2009	$10,923,360,081	0.4%
2010	$10,256,972,528	-6.1%
2011	$10,222,956,307	-0.3%
2012	$10,128,841,659	-0.9%
2013	$10,224,776,805	0.9%
2014	$10,523,302,599	2.9%
2015	$11,258,539,314	7.0%
2016	$11,811,053,863	4.9%
2017	$12,231,081,218	3.6%
2018	$12,813,934,964	4.8%
	5-Year Average	4.6%
	10-Year Average	1.7%
	16-Year Average	5.7%

The availability of future bonds funds is dependent on the District's assessed valuation growth to accommodate the Proposition 39 tax rate allowance for elementary school district. Based on Proposition 39, under which Measure "D" was held, the District is legally permitted to sell bonds up to the amount authorized by voters, so long as the bonds may be reasonably supported by a maximum tax rate of $30 per every $100,000 of assessed property value.

The Series 2018B bonds were structured according to the Proposition 39 tax rate allowance of $30 per $100,000 of AV to generate sufficient bond proceeds now and to maintain future debt issuance capacity. Recognizing that $47.5 million in unsold Measure "D" bonds remain, the Series 2018B debt service were structured to create tax rate capacity for a Series C bond issuance in the future. Figure 5 illustrates the estimated timing and size of remaining bond issuances.

Figure 5: **Estimated Timing and Sizing of Bond Issuances**

5.4 PROJECT EXPENDITURE TO DATE

A budget and expenditure tracking protocol has been established and utilized for Phase 1 and Phase 2 projects under current implementation. As of the December 2017 Semi-Annual Report, the total Phase 1 and Phase 2 budget was approximately $231.8 million for projects under current implementation, inclusive of the program reserve. Any changes to sources, uses, and schedules included in this report have considered actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserves and estimated ending fund balance will be utilized to accommodate unforeseen but required budget adjustments.

Table 14 provides a summary report of expenditures made for the Program during the period July 1, 2012 – April 30, 2018 totaling approximately $110.4 million. Expenditures made after this period will be accounted for in the next Semi-Annual update. The District's financial system accounts for expenditures by Fiscal Year (July 1 – June 30). The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that expenditures reporting is based on the budget approved as part of the December 2017 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this June 2018 report, subsequent expenditure reports will reflect the revised budget value.

Table 14: Estimated Phase I and Phase II Expenditures to Date

		Fiscal Year Expenditures						
Project	**Adopted Budget**	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18[1]**	**Total**
Acquire Site New Elem K-5	$7,756,852	$7,667,303	$34,158	$0	$46,736	$16,375	$0	$7,764,571
Doris/Patterson Acquire Land	$8,750,000	$0	$0	$0	$72,880	$187,598	$1,216,968	$1,477,446
Doris/Patterson LAFCO Planning	$660,000	$0	$14,625	$37,345	$31,549	$145,253	$204,327	$433,099
Design & Reconstruct Harrington Elem K-5	$23,846,732	$146,458	$1,431,995	$12,207,023	$9,694,578	$224,482	$568	$23,705,103
Design & Reconstruct Lemonwood Elem K-8	$38,222,523	$155,888	$825,649	$1,469,066	$1,763,892	$15,508,251	$12,185,812	$31,908,558
Design & Reconstruct Elm Elem K-5	$28,672,291	$0	$347,317	$1,205,232	$354,254	$3,321,509	$9,810,595	$15,038,907
Design & Construct Seabridge K-5	$28,568,432	$0	$0	$0	$0	$199,063	$1,760,148	$1,959,211
Design & Reconstruct McKinna K-5	$31,507,869	$0	$0	$0	$0	$666,850	$1,772,615	$2,439,465
Design & Reconstruct Rose Avenue K-5	$3,681,670	$0	$0	$0	$0	$57,398	$704,130	$761,527
Design & Construct Doris/Patterson K-5	$3,546,740	$0	$0	$0	$412,709	$0	$0	$412,709
Design & Construct Doris/Patterson 6-8	$5,886,866	$0	$0	$0	$0	$0	$0	$0
Design & Improve K-5 Kindergarten Facilities								
Ritchen	$456,837	$16,298	$70,345	$341,833	$16,563	$119	$0	$445,158
Brekke	$276,090	$11,978	$56,527	$199,510	$6,513	$112	$0	$274,640
McAuliffe	$336,509	$11,828	$86,149	$214,567	$8,898	$107	$0	$321,549
Driffill	$409,771	$51,334	$56,711	$242,911	$0	$817	$0	$351,773
Total K-5 Kindergarten Facilities	***$1,479,208***	***$91,438***	***$269,732***	***$998,820***	***$31,974***	***$1,155***	***$0***	***$1,393,119***
Design & Construct Science Labs/Academies								
Chavez	$649,009	$17,714	$166,169	$443,531	$19,273	$182	$0	$646,869
Curren	$598,330	$17,049	$116,285	$445,554	$17,485	$176	$0	$596,549
Kamala	$619,123	$17,456	$152,789	$428,885	$18,299	$186	$0	$617,616
Haydock	$1,081,480	$63,800	$296,360	$664,537	$23,810	$25,687	$1,000	$1,075,194
Fremont	$1,893,796	$85,045	$502,678	$1,209,040	$12,709	$83,718	$0	$1,893,189
Total Science Labs/Academies	***$4,841,738***	***$201,064***	***$1,234,282***	***$3,191,548***	***$91,576***	***$109,948***	***$1,000***	***$4,829,418***
Project 1 Remaining Adjustment	***$145,349***							
Kindergarten Flex Classrooms								
Brekke	$1,502,138	$0	$0	$0	$0	$0	$136,543	$136,543
McAuliffe	$1,502,138	$0	$0	$0	$0	$0	$135,013	$135,013
Ramona	$1,502,138	$0	$0	$0	$0	$0	$132,968	$132,968
Ritchen	$1,502,138	$0	$0	$0	$0	$0	$137,098	$137,098
Total Kindergarten Flex Classrooms	***$6,008,553***	***$0***	***$0***	***$0***	***$0***	***$0***	***$541,621***	***$541,621***
Pre-Kindergarten Improvements								
Harrington	$2,512,726	$0	$0	$19,354	$100,075	$47,570	$1,134,433	$1,301,433
Lemonwood	$860,386	$0	$0	$5,917	$9,482	$8,564	$6,081	$30,044
Total Pre-Kindergarten Improvements	***$3,373,112***	***$0***	***$0***	***$25,271***	***$109,558***	***$56,135***	***$1,140,514***	***$1,331,477***
Ritchen New Special Day Classroom	$175,000	$0	$0	$9,011	$100,210	$0	$0	$109,221
Marshall K-8 12 Classroom Addition	$11,422,558	$0	$0	$91,281	$571,151	$182,129	$2,776,046	$3,620,607
Planning related to MPRs for P/P K-8 Schools	$175,000	$0	$0	$0	$200,579	($33,096)	($1,958)	$165,525
Technology Phase 1	$11,216,175	$1,279,515	$7,485,370	$2,157,097	$269,612	$920,735	$0	$12,112,331
Technology Phase 2	$9,000,000	$0	$0	$0	$0	$59,725	$168,865	$228,590
Program Planning	$150,474	$150,000	$474	$0	$0	$0	$0	$150,474
Program Reserve	$2,701,682							
TOTAL	**$231,788,822**	**$9,691,666**	**$11,643,603**	**$21,391,694**	**$13,751,259**	**$21,623,508**	**$32,281,252**	**$110,382,982**

Notes:

1. Fiscal Year 2017-18 expenditures are as of April 30, 2018

2. Budgets have been adjusted per the December 2017 Master Construct and Implementation Program approved by Board

3. Figures presented above are unaudited

From July 1, 2012 through April 30, 2018, the District expended approximately $29.1 million in expenditures for additional facilities improvements, of which $8.3 million were expended for eligible projects beginning with $3.7 million of Developer Fee Fund Balances prior to the adoption of the Jan 2013 Implementation Plan, plus additional expenditures thereafter which were planned for State aid reimbursement. Given the deferral of State reimbursements, these expenditures are now being assumed by the Master Construct Program until such time that State aid reimbursement becomes available. Eligible improvements included, but are not limited to, replacement or addition of relocatable facilities, improvements and DSA closeout of prior projects, District energy efficiency improvements, and other facility improvements. The remaining $20.8 million in expenditures outside of the Program were funded by the District's prior Measure M bond program.

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

SECTION 6

MASTER BUDGET & SCHEDULE

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

The integrated Program includes four improvement phases which commenced in 2013 and are anticipated to be complete in 2029. The total adopted budget for all phases is approximately $451.1 million, inclusive of a Program Reserve to accommodate changes in program as mandated from time to time by the State and as may be needed to accommodate local program requirements. Each project is unique in its scope, schedule, and amount of funding. All projects must be addressed with the amount of available funding. The budget represents an "all-in" master program budget that combines hard construction costs with anticipated soft costs (e.g., design fees, contractor's fees, consulting services, testing and inspection services, agency approval fees, etc.) resulting in the total cost estimated to fully implement the Program.

As discussed earlier in the Report, the Program prioritizes projects eligible for State reimbursements and matching grants to better leverage the limited local sources available to the District. The need to accelerate eligible projects is further emphasized by the needs to minimize any impact from projected declines in enrollment and the projected depletion of remaining Prop. 51 authorization prior to the conclusion of the Master Construct Program. It is currently estimated that the remaining Prop. 51 funds will be fully allocated over the next 24-30 months.

The following components update the Board on the status of the previously adopted Master Budget, schedule and timeline as of the December 2017 six-month review and provides recommended adjustments for the next six-month period. Adjustments include proposed budget increases previously approved by the Board to current projects including Lemonwood, Elm, Harrington Child Development Center, and the Kindergarten/Flex Classroom projects at Brekke, McAuliffe, and Ricthen due to specific project construction needs and required professional services. An adjustment to the Doris/Patterson LAFCO Planning budget is also proposed to accommodate estimated remaining professional services and agency fees.

6.1 ADOPTED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 15 presents the Adopted Master Construct and Implementation Program Budget as of December 2017 and identifies available sources of funding and anticipated expenditures. The total adopted budget for all proposed four phases is approximately $451.1 million funded from a combination of local and State resources. A Program Reserve is included for Phases 2 through 4 to accommodate changes in program as mandated from time to time and as may be needed to accommodate local program specifications and requirements.

Phase 1 spans the period from FY2013-2017 and is underway. Phase 1 progress includes:

- completed improvements to kindergarten facilities at Ritchen, Brekke, McAuliffe, and Driffill schools, and construction of science labs at Chavez, Curren, Kamala, Haydock, and Fremont schools to accommodate the educational reconfiguration plan
- purchase of the first of two planned elementary school sites to accommodate existing and future District enrollment
- occupancy of the newly constructed Harrington Elementary to replace the prior obsolete facility
- current construction of the new Lemonwood K-8 and Elm K-5 schools to replace older existing facilities
- current construction of an early childhood development center/kindergarten annex at Harrington Elementary and a new grade 6-8 classroom building at Marshall
- ongoing efforts towards the acquisition and environmental review of a joint second elementary school site and an additional middle school site to accommodate existing and future enrollment
- deployment of State-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school district wide

Phase 2 commenced in January 2017 and extends through the fiscal year ending in 2020. Phase 2 launches the Measure "D" projects with the proposed:

- reconstruction of McKinna and design for reconstruction of Rose Avenue K-5 schools
- construction of a new Seabridge K-5
- construction of new kindergarten/flex classroom buildings at McAuliffe, Brekke, Ritchen, and Ramona elementary schools
- acquisition of a site and design of new Doris/Patterson K-5 and 6-8 schools
- construction of a gym at Fremont middle school
- construction of an early childhood development center/kindergarten annex at Lemonwood K-8
- upgrades to the technology program to maintain 21st Century Facilities standards and connectivity

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

Table 15: Adopted Master Construct & Implementation Program Budget

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	$ 18,055,496	$ 18,055,496	$ -	$ -	$ -
Series B	$ 25,266,398	$ 25,266,398	$ -	$ -	$ -
Series C	$ 15,578,000	$ 15,578,000	$ -	$ -	$ -
Series D	$ 30,160,000	$ 30,160,000	$ -	$ -	$ -
Total Measure "R" Bonds	**$ 89,059,894**				
Master Construct Authorization					
Series A	$ 80,725,000	$ -	$ 80,725,000	$ -	$ -
Series B	$ 18,000,000	$ -	$ 18,000,000	$ -	$ -
Series C	$ 5,700,000	$ -	$ 5,700,000		$ -
Series D	$ 15,100,000	$ -	$ -	$ 15,100,000	$ -
Series E	$ 22,700,000	$ -	$ -	$ -	$ 22,700,000
Total Master Construct Bonds	**$ 142,225,000**				
Certificates of Participation					
Series 2016	$ 7,606,764	$ 7,606,764	$ -	$ -	$ -
Total COP Proceeds	**$ 7,606,764**				
Measure "L" Authorization	$ 3,316,728	$ 3,316,728	$ -	$ -	$ -
State Bonds	$ 266,611	$ 266,611	$ -	$ -	$ -
Est. State Reimbursements**	$ 131,430,082	$ -	$ 13,865,714	$ 85,777,754	$ 31,786,614
Est. Developer Fees	$ 52,860,734	$ 7,454,555	$ 9,963,212	$ 17,280,738	$ 18,162,229
Mello Roos Proceeds	$ 9,088,089	$ 9,088,089	$ -	$ -	$ -
State Reimbursements (Driffill)	$ 9,001,083	$ 9,001,083	$ -	$ -	$ -
Est. Interest Earnings	$ 6,297,192	$ 1,594,953	$ 534,190	$ 2,303,289	$ 1,864,761
Est. Total Sources	**$ 451,152,178**	**$ 127,388,677**	**$ 128,788,116**	**$ 120,461,781**	**$ 74,513,604**
Uses	**Est. Total**	**Phase 1**	**Phase 2**	**Phase 3**	**Phase 4**
Acquire New K-5 Elementary Site	$ 7,756,852	$ 7,756,852	$ -	$ -	$ -
Acquire New K-5/Middle School Site	$ 9,410,000	$ 660,000	$ 8,750,000	$ -	$ -
Construct Doris/Patterson K-5	$ 29,556,164	$ -	$ 3,546,740	$ 26,009,424	$ -
Construct Doris/Patterson 6-8	$ 49,057,213	$ -	$ 5,886,866	$ 43,170,347	$ -
Construct Seabridge K-5	$ 28,568,432	$ -	$ 28,568,432	$ -	$ -
Reconstruct Harrington Elementary	$ 23,846,732	$ 23,846,732	$ -	$ -	$ -
Reconstruct Elm Elementary	$ 28,672,291	$ 28,672,291	$ -	$ -	$ -
Reconstruct Lemonwood K-8	$ 38,222,523	$ 38,222,523	$ -	$ -	$ -
Reconstruct McKinna K-5	$ 31,507,869	$ -	$ 31,507,869	$ -	$ -
Reconstruct Marina West K-5	$ 32,175,006	$ -	$ -	$ -	$ 32,175,006
Reconstruct Rose Avenue K-5	$ 30,680,582	$ -	$ 3,681,670	$ 26,998,912	$ -
Reconstruct Sierra Linda K-5	$ 31,547,013	$ -	$ -	$ -	$ 31,547,013
Marshall K-8 (CR)	$ 11,422,558	$ 11,422,558		$ -	$ -
Driffill K-8 (K/MPR)	$ 8,057,505	$ 409,771	$ -	$ -	$ 7,647,733
Chavez K-8 (SL/MPR)	$ 2,656,588	$ 649,009	$ 2,007,579	$ -	$ -
Curren K-8 (SL/MPR)	$ 5,179,830	$ 598,330	$ 4,581,500	$ -	$ -
Kamala K-8 (SL/MPR)	$ 2,703,662	$ 619,123	$ 2,084,539	$ -	$ -
McAuliffe ES (K/Modular/MPR/Support)	$ 3,570,015	$ 336,509	$ 1,502,138	$ 1,731,368	$ -
Brekke ES (K/Modular/MPR/Support)	$ 2,935,159	$ 276,090	$ 1,502,138	$ 1,156,930	$ -
Ritchen ES (K/Modular/MPR/Support)	$ 5,861,728	$ 631,837*	$ 1,502,138	$ 3,727,753	$ -
Ramona ES (Modular/MPR/Support)	$ 3,549,764	$ -	$ 1,502,138	$ 2,047,625	$ -
Project 1 Adjustment	$ 145,349	$ 145,349	$ -	$ -	$ -
Fremont MS (SL/Gym)	$ 7,451,231	$ 1,893,796	$ 5,557,436	$ -	$ -
Haydock MS (SL/Gym)	$ 2,581,480	$ 1,081,480	$ -	$ 1,500,000	$ -
Planning for K-8 MPRs	$ 175,000	$ 175,000	$ -	$ -	$ -
Harrington CDC	$ 2,512,726	$ 2,512,726	$ -	$ -	$ -
Lemonwood CDC	$ 860,386	$ -	$ 860,386	$ -	$ -
Technology	$ 26,216,175	$ 11,216,175	$ 9,000,000	$ 6,000,000	$ -
Subtotal	$ 426,879,831	$ 131,126,151	$ 112,041,569	$ 112,342,359	$ 71,369,752
Brekke ES COP Lease Payments	$ 4,291,014	$ -	$ 1,419,606	$ 2,390,860	$ 480,548
Land Acquisition COP Lease Payments	$ 4,863,500	$ -	$ 480,000	$ 2,062,500	$ 2,321,000
Additional Program Expeditures	$ 4,519,836	$ -	$ 4,519,836	$ -	$ -
Subtotal	$ 13,674,350	$ -	$ 6,419,442	$ 4,453,360	$ 2,801,548
Program Reserve	$ 6,860,522	$ (3,737,474)	$ 6,589,630	$ 3,666,062	$ 342,304
Est. Total Uses	**$ 451,152,178**	**$ 131,126,151**	**$ 125,050,642**	**$ 120,461,781**	**$ 74,513,604**
Est. Ending Fund Balance	$ -				
Total Combined Master Budget	**$ 451,152,178**				

*Includes New Special Day Classroom

**Assumes State Aid financial hardship during Phase 4

Launching in 2021, Phase 3 completes the construction of the Doris Patterson K-5 and 6-8 schools and the reconstruction of Rose Avenue K-5. Phase 3 also includes additional MPR improvements for remaining K-5 and K-8 schools, as well as middle school gymnasium/multipurpose room improvements at Haydock. An allowance is provided for continued technology implementation. Also included are support facility improvements at Brekke, McAuliffe, Ramona, and Ritchen and lease payments related to the District's outstanding Brekke and Doris/Patterson COPs.

Beginning in 2026, Phase 4 concludes the program and includes the reconstruction of Marina West and Sierra Linda K-5 schools. Multipurpose room improvements are also planned at Driffill to accommodate the further reconfiguration of the Driffill site. COP payments are scheduled to continue in Phase 4, however, lease payments related to Brekke Elementary are scheduled to conclude in 2025-26. Additionally, the District's lease payments for Doris/Patterson COPs for land acquisition will be eligible for refunding on August 1, 2026 at which time the District may elect to repay or refund the outstanding COPs to either decrease or eliminate future payments, based on availability of funds at that time.

6.2 REVISED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 16 below presents the proposed Revised Master Construct and Implementation Program Budget for Board consideration as part of the current six-month update report. Total sources of funding are anticipated to increase to approximately $459.9 million, based on projected increases in developer fee revenues. Proposed uses have been increased by approximately $8.7 million for a corresponding grand total of $459.9 million. Proposed adjustments are itemized below.

Table 16: Revised Master Construct & Implementation Program Budget

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	$ 18,055,496	$ 18,055,496	$ -	$ -	$ -
Series B	$ 25,266,398	$ 25,266,398	$ -	$ -	$ -
Series C	$ 15,578,000	$ 15,578,000	$ -	$ -	$ -
Series D	$ 30,160,000	$ 30,160,000	$ -	$ -	$ -
Total Measure "R" Bonds	**$ 89,059,894**				
Master Construct Authorization					
Series A	$ 80,725,000	$ -	$ 80,725,000	$ -	$ -
Series B	$ 13,693,719	$ -	$ 13,693,719	$ -	$ -
Series C	$ 8,400,000	$ -	$ -	$ 8,400,000	$ -
Series D	$ 15,100,000	$ -	$ -	$ 15,100,000	$ -
Series E	$ 24,000,000	$ -	$ -		$ 24,000,000
Total Master Construct Bonds	**$ 141,918,719**				
Certificates of Participation					
Series 2016	$ 7,606,764	$ 7,606,764	$ -	$ -	$ -
Total COP Proceeds	**$ 7,606,764**				
Measure "L" Authorization	$ 3,316,728	$ 3,316,728	$ -	$ -	$ -
State Bonds	$ 266,611	$ 266,611	$ -	$ -	$ -
Est. State Reimbursements**	$ 124,500,909	$ -	$ 62,796,196	$ 61,704,713	$ -
Est. Developer Fees	$ 65,512,306	$ 7,454,555	$ 11,461,271	$ 25,370,997	$ 21,225,483
Mello Roos Proceeds	$ 9,088,089	$ 9,088,089	$ -	$ -	$ -
State Reimbursements (Driffill)	$ 9,001,083	$ 9,001,083	$ -	$ -	$ -
Est. Interest Earnings	$ 9,629,499	$ 1,594,953	$ 442,091	$ 4,159,699	$ 3,432,757
Est. Total Sources	**$ 459,900,602**	**$ 127,388,677**	**$ 169,118,275**	**$ 114,735,410**	**$ 48,658,240**

Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	$ 7,756,852	$ 7,756,852	$ -	$ -	$ -
Acquire New K-5/Middle School Site	$ 9,450,000	$ 700,000	$ 8,750,000	$ -	$ -
Construct Doris/Patterson K-5	$ 29,556,164	$ -	$ 3,546,740	$ 26,009,424	$ -
Construct Doris/Patterson 6-8	$ 49,057,213	$ -	$ 5,886,866	$ 43,170,347	$ -
Construct Seabridge K-5	$ 28,568,432	$ -	$ 28,568,432	$ -	$ -
Reconstruct Harrington Elementary	$ 23,846,732	$ 23,846,732	$ -	$ -	$ -
Reconstruct Elm Elementary	$ 29,954,714	$ 29,954,714	$ -	$ -	$ -
Reconstruct Lemonwood K-8	$ 39,873,403	$ 39,873,403	$ -	$ -	$ -
Reconstruct McKinna K-5	$ 31,507,869	$ -	$ 31,507,869	$ -	$ -
Reconstruct Marina West K-5	$ 32,175,006	$ -	$ 20,795,034	$ 11,379,972	$ -
Reconstruct Rose Avenue K-5	$ 30,680,582	$ -	$ 19,300,610	$ 11,379,972	$ -
Reconstruct Sierra Linda K-5	$ -	$ -	$ -	$ -	$ -
Marshall K-8 (CR)	$ 11,422,558	$ 11,422,558	$ -	$ -	$ -
Driffill K-8 (K/MPR)	$ 7,323,198	$ 409,771	$ 6,913,427	$ -	$ -
Chavez K-8 (SL/MPR)	$ 7,562,436	$ 649,009	$ -	$ -	$ 6,913,427
Curren K-8 (SL/MPR)	$ 7,511,757	$ 598,330	$ -	$ -	$ 6,913,427
Kamala K-8 (SL/MPR)	$ 7,532,550	$ 619,123	$ -	$ -	$ 6,913,427
McAuliffe ES (K/Modular/MPR/Support)	$ 3,990,926	$ 336,509	$ 1,923,049	$ -	$ 1,731,368
Brekke ES (K/Modular/MPR/Support)	$ 3,259,754	$ 276,090	$ 1,826,734	$ -	$ 1,156,930
Ritchen ES (K/Modular/MPR/Support)	$ 6,214,958	$ 631,837	$ 1,855,368	$ -	$ 3,727,753
Ramona ES (Modular/MPR/Support)	$ 3,549,763	$ -	$ 1,502,138	$ -	$ 2,047,625
Project 1 Adjustment	$ 145,349	$ 145,349	$ -	$ -	$ -
Fremont MS (SL/Gym)	$ 7,451,231	$ 1,893,796	$ -	$ -	$ 5,557,436
Haydock MS (SL/Gym)	$ 2,581,480	$ 1,081,480	$ -	$ -	$ 1,500,000
Planning for K-8 MPRs	$ 175,000	$ 175,000	$ -	$ -	$ -
Harrington CDC	$ 2,586,699	$ 2,586,699	$ -	$ -	$ -
Lemonwood CDC	$ 860,386	$ -	$ 860,386	$ -	$ -
Technology	$ 26,216,175	$ 11,216,175	$ 9,000,000	$ 6,000,000	$ -
Subtotal	$ 410,811,188	$ 134,173,427	$ 142,236,654	$ 97,939,715	$ 36,461,392
Brekke ES COP Lease Payments	$ 4,291,014	$ -	$ 1,419,606	$ 2,390,860	$ 480,548
Land Acquisition COP Lease Payments	$ 4,863,500	$ -	$ 480,000	$ 2,062,500	$ 2,321,000
Additional Program Expeditures	$ 4,519,836	$ -	$ 4,519,836	$ -	$ -
Subtotal	$ 13,674,350	$ -	$ 6,419,442	$ 4,453,360	$ 2,801,548
Program Reserve	$ 28,630,314	$ (6,784,750)	$ 13,677,429	$ 12,342,335	$ 9,395,300
Est. Total Uses	**$ 459,900,602**	**$ 134,173,427**	**$ 162,333,526**	**$ 114,735,410**	**$ 48,658,240**
Est. Ending Fund Balance	$ -				
Total Combined Master Budget	**$ 459,900,602**				

*Includes New Special Day Classroom

**Assumes State Aid financial hardship for Rose and Marina West

6.3 PHASE 1 MASTER BUDGET AND SCHEDULE

Phase 1 consists of the Measure "R" projects currently underway, including the construction of Harrington, Elm, Lemonwood and Marshall and all projects that have already been completed, including the acquisition of the Seabridge site and implementation of Project 1. Major adjustments to the Phase 1 budget are centered on additional construction and professional services costs associated with Lemonwood, Elm, and the Harrington Child Development Center, which have been reviewed and approved by the Board since December 2017. An additional adjustment to the Doris Patterson budget is also proposed to accommodate estimated remaining professional services and agency fees associated with the completion of the LAFCo process. In total, the Phase 1 budget has been increased to $134.2 million to reflect these adjustments. Any shortfalls to the Program Reserve have since been reduced from

available local sources. Table 17 provides the total estimated cost for Phase 1 of approximately $134.2 million.

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

Project	Schedule Dec 2017	Schedule June 2018	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Acquire New Sites					
Seabridge Elementary School	2013	2013	$7,756,852		$0
Doris/Patterson K-5 / Middle School	2014/16	2014/16	$660,000	**$700,000**	$40,000
Subtotal				$8,456,852	$40,000
Design & Reconstruct Sites					
Harrington Elem. K-5	2013/14	2013/14	$23,846,732		$0
Lemonwood K-8	2014/18	2014/18	$38,222,523	**$39,873,403**	$1,650,880
Elm Elem. K-5	2014/16	2014/16	$28,672,291	**$29,954,714**	$1,282,423
Subtotal				$93,674,848	$2,933,303
Design & Improve K-5 Kindergarten Facilities	2013/14	2013/14			
Ritchen			$631,837 **		$0
Brekke			$276,090		$0
McAuliffe			$336,509		$0
Driffill			$409,771		$0
Subtotal				$1,654,208	$0
Design & Construct Science Labs (Project 1)	2013/14	2013/14			
Chavez Science Labs K-8			$649,009		$0
Curren Science Labs K-8			$598,330		$0
Kamala Science Labs K-8			$619,123		$0
Haydock Science Labs 6-8 & Utility Upgrades			$1,081,480		$0
Fremont Science Labs 6-8 & Utility Upgrades			$1,893,796		$0
Subtotal				$4,841,738	$0
Project 1 Adjustment				$145,349	$0
Childhood Development Center Improvements					
Harrington	2015	2015	$2,512,726	**$2,586,699**	$73,973
Subtotal				$2,586,699	$73,973
Planning for K-8 MPRs	2016	2016	$175,000		$0
Marshall K-8: 12 Classroom Building	2015/17	2015/17	$11,422,558		$0
Technology	2013/15	2013/15	$11,216,175		$0
Program Improvements Subtotal				$134,173,427	$3,047,276
Program Reserve			($3,737,474)	**($6,784,750)**	
Program Improvements Total				$134,173,427	$3,047,276

*Current dollars
**Includes New Special Day Classroom

6.4 PHASE 2 MASTER BUDGET AND SCHEDULE

Phase 2 improvements includes the reconstruction of McKinna as well as the design and planning efforts associated with the reconstruction of Rose Avenue and the proposed Marina West school. The construction of the new Seabridge K-5 is also planned during Phase 2 as well as the design efforts for the new Doris Patterson K-5 and 6-8 schools. New kindergarten/flex classrooms are underway during Phase 2 at Brekke, McAulife, Ramona, and Ritchen. Phase 2 also includes the construction of a new proposed gym at Driffill. The construction of the Child Development Center is also planned at Lemonwood as well as continued district wide technology implementation. The construction of the classroom facilities at Rose Ave and Marina West is proposed to be funded in Phase 2 utilizing funds from the State's financial hardship program at the end of Phase 2. Phase 2 incorporates existing ongoing lease payments for the

District's COPs related to prior improvements to Brekke Elementary and the acquisition of the new Doris/Patterson elementary and middle school sites. Table 18 provides the total estimated cost for Phase 2 of approximately $162.3 million.

Table 18: Proposed Phase 2 Master Budget and Schedule (FY 2017-20)

Project	Schedule Dec 2017	Schedule June 2018	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Acquire New Sites					
Doris/Patterson K-5 / Middle School	2018	2018	$8,750,000		$0
Subtotal				$8,750,000	$0
Construct New School Sites: Master Construct					
Dorris Patterson K-5	2019/2023	2019/2023	$3,546,740		$0
Dorris Patterson 6-8	2019/2021	2019/2021	$5,886,866		$0
Seabridge K-5	2018/2020	**2018/2019**	$28,568,432		$0
Reconstruct School Sites: Master Construct					
Rose Avenue K-5 (Classrooms)	2018/2021	**2018/2020**	$3,681,670	**$19,300,610**	$15,618,940
Marina West K-5 (Classrooms)	2018/2021	**2018/2020**	$20,795,034	**$20,795,034**	$20,795,034
McKinna K-5	2017	2017	$31,507,869		$0
Construct Kinder/SDC Classrooms					
Brekke	2018	2018	$1,502,138	**$1,826,734**	$324,596
McAuliffe	2018	2018	$1,502,138	**$1,923,049**	$420,911
Ramona	2018	2018	$1,502,138		$0
Ritchen	2018	2018	$1,502,138	**$1,855,368**	$353,230
Construct K-8 Multipurpose Room					
Driffill	2026	**2019**	$0	**$6,913,427**	$6,913,427
Construct Gym & Modernize MPR					
Fremont	2020	**2026**	$5,557,436	**$0**	($5,557,436)
Modernize K-8 Multipurpose Rooms					
Chavez	2019	**2027**	$2,007,579	**$0**	($2,007,579)
Curren	2019	**2027**	$4,581,500	**$0**	($4,581,500)
Kamala	2019	**2027**	$2,084,539	**$0**	($2,084,539)
Childhood Development Center Improvements					
Lemonwood	2019	2019	$860,386		$0
Subtotal				$124,486,654	$30,195,084
Technology	2018/2020	2018/2020		$9,000,000	$0
Program Improvements Subtotal				$142,236,654	$30,195,084
Program Reserve			$6,589,630	**$13,677,429**	$7,087,799
Additional Facilties Expenditures	2018	2018	$4,519,836		$0
Program Lease Payments					
Brekke ES COP	2026	2026	$1,419,606		$0
COP for Land Acquistion	2026-29	2026-29	$480,000		$0
Subtotal				$6,419,442	$0
Program Improvements Total				$162,333,526	$37,282,883

*Current dollars

6.5 PHASE 3 MASTER BUDGET AND SCHEDULE

Phase 3 completes the reconstruction of the Administration, Multipurpose Room, and Media Center facilities at both Rose Avenue and Marina West. The construction of Doris Patterson K-5 and 6-8 schools will also be completed in Phase 3. An allowance is provided for continued technology implementation district wide. Similar to Phase 2, Phase 3 accounts for approximately $4.4 million in continued lease

payments related to the District's outstanding Brekke and Doris/Patterson COPs. Table 19 provides a summary of the proposed Phase 3 budget and schedule totaling approximately $114.7 million.

Table 19: Proposed Phase 3 Master Budget and Schedule (FY 2021-25)

Project	Schedule Dec 2017	Schedule June 2018	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Construct New School Sites: Master Construct					
Dorris Patterson K-5	2019/2023	2019/2023	$26,009,424		$0
Dorris Patterson 6-8	2019/2021	2019/2021	$43,170,347		$0
Rose Avenue	2018/2021	2018/2021	$26,998,912	**$11,379,972**	($15,618,940)
Marina West	2018/2021	2018/2021	$0	**$11,379,972**	$11,379,972
Construct Academic Program Space: Master Construct					
Brekke	2025	2025	$459,373	**$0**	($459,373)
McAuliffe	2025	2025	$290,643	**$0**	($290,643)
Ramona	2025	2025	$292,151	**$0**	($292,151)
Ritchen	2025	2025	$457,865	**$0**	($457,865)
Construct Gym & Modernize MPR					
Haydock	2023	2023	$1,500,000	**$0**	($1,500,000)
Modernize K-5 Multipurpose Rooms					
Brekke	2023	2023	$697,557	**$0**	($697,557)
McAuliffe	2023	2023	$1,440,725	**$0**	($1,440,725)
Ramona	2023	2023	$1,755,474	**$0**	($1,755,474)
Ritchen	2023	2023	$3,269,888	**$0**	($3,269,888)
Subtotal				$91,939,715	($14,402,644)
Technology	2025	2025	$6,000,000		$0
Program Improvements Subtotal				$97,939,715	($14,402,644)
Program Reserve			$3,666,062	**$12,342,335**	$8,676,273
Program Lease Payments					
Brekke ES COP	2026	2026	$2,390,860		$0
COP for Land Acquistion	2026-29	2026-29	$2,062,500		$0
Subtotal				$4,453,360	$0
Program Improvements Total				$114,735,410	($5,726,371)

*Current dollars

6.6 PHASE 4 MASTER BUDGET AND SCHEDULE

Phase 4 provides additional MPR improvements for remaining K-5 schools, as well as middle school gymnasium/multipurpose room improvements at Haydock and Fremont. Construction of new multipurpose room/gyms will be complete at Chavez, Curren, and Kamala. COP payments are scheduled to continue in Phase 4 and are estimated to total $2.8 million during this period. However, lease payments related to Brekke Elementary are scheduled to conclude in 2025-26. Additionally, the District's lease payments for its COPs related to the Doris/Patterson land acquisition will be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available. As summarized in Table 20, Phase 4 completes the Master Construct and Facilities Implementation Program totaling an estimated $48.7 million. Phase 4 will complete support facilities improvements at 9 campuses.

Table 20: Proposed Phase 4 Master Budget and Schedule (FY 2026-29)

Project	Schedule Dec 2017	Schedule June 2018	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Design & Reconstruct School Sites: Master Construct					
Marina West K-5	2027/2029	2019/2020	$32,175,006	**$0**	($32,175,006)
Sierra Linda K-5	2027/2029		$31,547,013	**$0**	($31,547,013)
Subtotal				$0	($63,722,019)
Construct Academic Program Space: Master Construct					
Brekke	2025	**2026**	$0	**$459,373**	$459,373
McAuliffe	2025	**2026**	$0	**$290,643**	$290,643
Ramona	2025	**2026**	$0	**$292,151**	$292,151
Ritchen	2025	**2026**	$0	**$457,865**	$457,865
Construct Gym & Modernize MPR					
Fremont	2020	**2026**	$0	**$5,557,436**	$5,557,436
Modernize MPR					
Haydock	2023	**2026**	$0	**$1,500,000**	$1,500,000
Modernize K-5 Multipurpose Rooms					
Brekke	2023	**2029**	$0	**$697,557**	$697,557
McAuliffe	2023	**2029**	$0	**$1,440,725**	$1,440,725
Ramona	2023	**2029**	$0	**$1,755,474**	$1,755,474
Ritchen	2023	**2029**	$0	**$3,269,888**	$3,269,888
Construct K-8 Multipurpose Rooms					
Chavez	2019	**2027**	$0	**$6,913,427**	$6,913,427
Curren	2019	**2026**	$0	**$6,913,427**	$6,913,427
Kamala	2019	**2026**	$0	**$6,913,427**	$6,913,427
Construct K-8 Multipurpose Room					
Driffill	2026	**2019**	$7,647,733	**$0**	($7,647,733)
Subtotal				$36,461,393	$28,813,660
Program Improvements Subtotal				$36,461,393	($34,908,359)
Program Reserve			342,304	**$9,395,300**	$9,052,995
Program Lease Payments					
Brekke ES COP	2026	2026	$480,548		$0
COP for Land Acquistion	2026-29	2026-29	$2,321,000		$0
Subtotal				$2,801,548	$0
Program Improvements Total				$48,658,240	($25,855,364)

*Current dollars

Overall, however, the reconstruction of Sierra Linda is dependent on the use of State hardship funding and the availability of future new construction pupil grants. At this time, the 775 pupil grants required to fund Sierra Linda would need to come from anticipated residential development in the area resulting in either additional pupil grants or increased developer fee collections to fund proposed improvements to the Sierra Linda K-5 school site.

6.7 MASTER SCHEDULE

The following summary schedule provides an overview of an updated proposed phasing strategy for the Master Construct and Implementation Program. Table 21 illustrates the proposed phasing of the integrated Program and is organized by the continued reconstruction of existing schools, the construction of new school sites, and improvements to multipurpose rooms support facilities to support the District's educational program.

The schedules for the reconstruction of Elm and Lemonwood have been updated to reflect the current completion date accommodating the second phase of improvements planned at the school sites; anticipated for June 2019 for Elm and April 2019 for Lemonwood. The anticipated completion date for the reconstruction of McKinna has been extended to December 2019 with a summer 2018 construction start. The completion of the new classroom building at Marshall has been extended to October 2018 to accommodate DSA inspired delays. The kinder flex classrooms planned at Ramona have been adjusted to a November 2018 completion due to delays experienced with DSA approval from prior non-closeout projects at the site. The completion date for the Harrington Child Development Center project has been accelerated from a December 2018 completion date to a July 2018 date.

The start of construction for Rose Avenue is proposed to move from Fiscal Year 2020-21 to Fiscal Year 2019-20 to accommodate the proposed financial hardship strategy. Likewise, the schedule for Marina West has been moved forward to start the planning and design in Fiscal Year 2018-19 for a construction completion anticipated by June 2021. Marina West will also follow a proposed hardship strategy. The planning and construction of a new MPR/gymnasium facility at Driffill has been moved forward to commence in Fiscal Year 2018-19. Additional support space improvements have been shifted to commence in Fiscal Year 2024-26 as well as MPR improvements at Fremont and Haydock. Remaining MPR improvements have been shifted to Fiscal Year 2026-27 for Kamala, Chavez, and Curren and to Fiscal Year 2028-29 for Ramona, Brekke, Ritchen, McAuliffe. Sierra Linda reconstruction project has been postponed and subsequently removed from the current program timeline until future pupil grants are available for Financial Hardship Funding.

Table 21: Summary Schedule

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

Based on the identified phasing plan, Table 22 provides a summary of projects under management, including those that are currently underway and are to be implemented, totaling approximately $176 million.

Table 22: Projects Under Management

Project Name	Start Date	End Date	Master Budget (Current Dollars)
Reconstruct:			
Harrington Child Development Center	Nov-2014	Jul-2018	$2,586,699
Lemonwood K-8	Feb-2013	Apr-2019	$39,873,403
Lemonwood Child Development Center	Nov-2014	Jun-2019	$860,386
Elm K-5	Jul-2013	Jun-2019	$29,954,714
Construct:			
Marshall 6-8 Classroom Building	Dec-2014	Oct-2018	$11,422,558
Seabridge K-5	Jan-2017	Apr-2020	$28,568,432
McKinna K-5	Jan-2017	Dec-2019	$31,507,869
Rose Avenue K-5**	Jan-2017	Aug-2018	$3,681,670
Marina West K-5**	Jul-2018	Apr-2019	$3,681,670
Construct Kinder + SDC Classrooms:			
Ramona	Jul-2017	Nov-2018	$1,502,138
Brekke	Jul-2017	Aug-2018	$1,826,734
Ritchen	Jul-2017	Aug-2018	$1,855,368
McAuliffe	Jul-2017	Aug-2018	$1,923,049
Multipurpose Rooms:			
Driffill	Jul-2018	Jun-2020	$6,913,427
Planning/Land Acquisition:			
Doris/Patterson LAFCO Planning	Jul-2015	Mar-2019	$700,000
Doris/Patterson Acquire Land*	Feb-2016	Apr-2018	$8,750,000
Educational Technology Intregration/Planning	Jan-2017	Jun-2020	$427,500
		Total	**$176,035,618**

**Funded out of District's 2016 COP issuance*

***Design portion of project budget*

SECTION 7

RECOMMENDATIONS

7.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and enforced. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this June 2018 report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments approved by the Board over the next six-month period. Steps will continue to be taken to file for eligible State aid applications and required agency approvals for project development and construction. Status reports will be provided to the Board as needed.

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

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

EXHIBIT A

PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

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

Date	Board Agenda Item	Agenda Description	Purpose	Action
6-Dec-17	C.2	Approval of Amendment #001 with CSDA Design Group regarding Marshall New School	Amendment #001 to agreement #15-89 provides additional Architectural Services to complete design for the Marshall New School Project	Approved
6-Dec-17	C.2	Approval of Amendment # 001 with City of Oxnard for the joint use of Lemonwood Park	Amendment #001 to Agreement/MOU #15-162 extends the term of agreement and requires the District to lease the park areas until May 31, 2019 or until substantial completion, and beneficial occupancy.	Approved
6-Dec-17	C.10	Approval of Contractor Contingency CREDIT #012 with Swinerton Builders regarding the Lemonwood E.S. Reconstruction Project	Contractor Contingency Allocation #012 is a CREDIT to the Contractor Contingency line item of the Gauranteed Maximum Price (GMP) Construction Services Agreement.	Approved
6-Dec-17	C.11	Approval of WAL #005 with Rincon Consultants Inc. regarding the Kinder/Flex Classroom Projects	WAL #005 for Rincon provides for CEQA Services for the Kinder/Flex Classrooms at Brekke, McAuliffe, Rithcen, and Ramona	Approved
6-Dec-17	D.2	Consideration and Approval of Resolution #17-16 approving the Final Architectural Drawings regarding the Kinder/Flex Clasroom Projects	Approval of the Architectural Drawings as prepared by Flewelling and Moody for the Kinder/Flex Classroom Projects at Brekke, McAuliffe, Ramona, and Ritchen Elementary Schools and further direct the plans be submitted to the Division of the State Architect and California Department of Education for approval.	Approved
6-Dec-17	A.13	Presentation of the December 2017 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	The December 2017 Report provides the second semi-annual update to the Board since establishment of the now-integrated Master Construct and Implementation Program (Program) adopted by the Board in January 2017.	Approved
6-Dec-17	A.14	Public Workshop for the Draft Environmental Impact Report as Prepared for the Doris/Patterson Project	This agenda item provided a workshop summary presentation and to receive comments on the Draft Environmental Impact Report (EIR) regarding the Doris/Patterson Road Educational Facilities Project.	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
17-Jan-18	C.4	Approval of Contractor Contingency CREDIT #013 with Swinerton Builders regarding the Lemonwood E.S. Reconstruction Project	Contractor Contingency Allocation #013 is a CREDIT to the Contractor Contingency line item of the Gauranteed Maximum Price (GMP) Construction Services Agreement.	Approved
17-Jan-18	C.5	Approval of Amendment #002 with CSDA Design Group regarding the Marshall New School Project	Amendment #002 to Agreement #15-89 provides for the Value Engineered Scope of Work including Expanded Construction Administration Services.	Approved
17-Jan-18	C.6	Approval of Amendment #005 with Dougherty and Dougherty regarding the Harrington ECDC Project	Amendment #005 is for the Value Engineered Scope of Work including additional architectural and engineering services.	Approved
17-Jan-18	C.11	Approval and Adoption of the December 2017 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	The Semi-Annual Implementation Program Update reflects conditions of the District's Program between June and the time of the report's publishing in December 2017.	Approved
7-Feb-18	C.3	Approval of Resolution #17-19 Making Environmental findings regarding the Kinder/Flex Classroom Project at Brekke Elementary School	Rincon Consultants prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that te project is eligible for a Class 14 Categorical Exemption.	Approved
7-Feb-18	C.4	Approval of Resolution #17-20 Making Environmental findings regarding the Kinder/Flex Classroom Project at McAuliffe Elementary School	Rincon Consultants prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that te project is eligible for a Class 14 Categorical Exemption.	Approved
7-Feb-18	C.5	Approval of Resolution #17-21 Making Environmental findings regarding the Kinder/Flex Classroom Project at Ramona Elementary School	Rincon Consultants prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that te project is eligible for a Class 14 Categorical Exemption.	Approved
7-Feb-18	C.6	Approval of Resolution #17-22 Making Environmental findings regarding the Kinder/Flex Classroom Project at Ritchen	Rincon Consultants prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that te project is eligible for a Class 14 Categorical Exemption.	Approved
7-Feb-18	C.8	Approval of WAL #003 with Knowland Construction Services (KCS) regarding the Kindergarten/Flex Projects	WAL #003 for KCS provides DSA Inspector of Record (IOR) and In-Plant Inspections for Brekke, Ramona, McAuliffe, and Ritchen.	Approved
7-Feb-18	D.1	Approval of Revisions to the Lease Lease-back Agreements between Swinerton and the Oxnard School District for the Construction of the New Seabridge Elementary School	After further review of the Lease Lease-Back Agreements by Swinerton and the Oxnard School District's legal counsel, it was determined that the agreements required revisions to address certain construction related issues and to clarify ambiguous or misprinted information.	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
7-Feb-18	D.2	Approval WAL #005 with Rincon Consultants Inc. to perform a Peer Review of Tetra Tech's Historic Resources Evaluation for the Rose Avenue Elementary Reconstruction Project	On December 2017, Tetra Tech, the firm tasked with producing a historic resources evaluation as part of CEQA for the Rose Avenue Elementary School Reconstruction, determined that a historic resources survey needed to be performed to ascertain that the existing buildings were not of historic significance. The district does not believe the validity of this claim and thereby sought a peer review of the findings from Rincon Consultants Inc.	Approved
21-Feb-18	C.4	Approval of Supplemental WAL #005 with Tetra Tech Inc. regarding the Doris/Patterson Site	WAL #005 for Tetra Tech provides for a time extension of services in order to produce an Environmental Impact Reprt.	Approved
21-Feb-18	C.6	Approval of Change Order #009 with Swinerton Builders for the Lemonwood K-8 School Reconstruction	Change Order #009 with Swinerton Builders provides for work related to unforeseen conditions or additional scope of work requested by the District.	Approved
21-Feb-18	C.7	Approval of WAL #010 with Earth Systems Southern California regarding the Kinder/Flex Facility at Brekke Elementary School	WAL #010 with Earth Systems provides for Geotechnical Engineering, and Materials Inspection and Testing Services during Construction.	Approved
21-Feb-18	C.8	Approval of WAL #011 with Earth Systems Southern California regarding the Kinder/Flex Facility at McAuliffe Elementary School	WAL #011 with Earth Systems provides for Geotechnical Engineering, and Materials Inspection and Testing Services during Construction.	Approved
21-Feb-18	C.9	Approval of WAL #012 with Earth Systems Southern California regarding the Kinder/Flex Facility at Ritchen Elementary School	WAL #012 with Earth Systems provides for Geotechnical Engineering, and Materials Inspection and Testing Services during Construction.	Approved
21-Feb-18	C.10	Approval of WAL #013 with Earth Systems Southern California regarding the Kinder/Flex Facility at Ramona Elementary School	WAL #013 with Earth Systems provides for Geotechnical Engineering, and Materials Inspection and Testing Services during Construction.	Approved
21-Feb-18	D.4	Adoption of Resolution #17-24 authorizing issuance and sale of General Obligation Bonds, Election of 2016, Series B	Provides funds for District's Building Fund to be used for voter-approved capital school facilities projects.	Approved
7-Mar-18	C.3	Scheduling of Board Date to Conduct Public Hearing for the Final Environmental Impact Report Prepared for the Doris/Patterson Project and Make a Determination on the Environmental Document	The purpose of this Agenda Item to is set a public hearing to receive the public comments on the District's Final Environmental Impact Report (EIR) for the Doris Avenue/Patterson Road Educational Facilities Project	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
7-Mar-18	C.4	Approval of WAL #013 with ATC Group Services LLC (ATC)regarding the Lemonwood Elementary School Reconstruction Project	WAL #013 with ATC will provide an onsite environmental consultant to monitor the removal of any hazardous materials during the demolition process ensuring that all abatement activities are done in compliance with current State and Federal regulations.	Approved
7-Mar-18	D.3	Consideration and Approval of Resolution #17-28 approving the Final Architectural Drawings regarding the Seabridge New School Project	Approval of the Architectural Drawings as prepared by Flewelling and Moody regarding the Seabridge New School Project and further direct the plans be submitted to the Division of the State Architect and California Department of Education for approval.	Approved
21-Mar-18	B.2	Conduct Public Hearing for the Final Environmental Impact Report Prepared for the Doris/Patterson Project	The purpose of this Agenda Item is to conduct a public hearing to receive public comments on the District's Final Environmental Impact Report (EIR) for the Doris Avenue/Patterson Road Educational Facilities Project	Approved
21-Mar-18	D.1	Approve Resolution #17-30 Making a Determination and Adopting the Final Environmental Impact Report for the Doris/Patterson Project	The purpose of this Agenda Item is to consider a resolution making a determination and adopting the Final Environmental Impact Report (EIR) for the Doris Avenue/Patterson Road Educational Facilities Project	Approved
18-Apr-18	C.2	Agreement #17-293 CFW Advisory Services, LLC-Financial Advisory Services	Financial Advisory Services, to provide financial consulting and advisory services in connection with the issuance of General Obligation Bonds and other financial transactions (TRANS, COPs and other related financial transactions). As a result, the extension of the Contract does not impact the District's General Fund.	Approved
18-Apr-18	C.2	Approval of Amendment #003 with CSDA Design Group regarding the Marshall New School Project	Amendment #003 received from CSDA provides for Value Engineered Scope of Work including: Re-design of the Toilet & Locker Room at Marshall New School Project.	Approved
18-Apr-18	C.4	Summary of Sale, Election of 2016, Series B, General Obligation Bonds	In concert with the District's policy of transparency, the attached presentation is a summary of the transaction and is provided for the benefit of the District Board and the public. The presentation summarizes: Overview of Issuance Milestones, District Credit Rating, Summary of Sale, Sources & Uses and Costs of Issuance.	Approved
18-Apr-18	C.5	Approval of Change Order #010 with Swinerton Builders regarding the Lemonwood K-8 School Reconstruction Project	Change Order No. 010 with Swinerton Builders provides for Construction Services due to unforeseen changes.	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
18-Apr-18	D.2	Approval of Amendment #001 with Viola Inc. regarding the Kinder/Flex Project at Brekke Elementary School	The three LLB agreements, the Construction Services Agreement, the Site Lease, and the Sublease are being amended to incorporate the agreed upon GMP.	Approved
18-Apr-18	D.3	Approval of Amendment #001 with Viola Inc.regarding the Kinder/Flex Project at McAuliffe Elementary School	The three LLB agreements, the Construction Services Agreement, the Site Lease, and the Sublease are being amended to incorporate the agreed upon GMP.	Approved
18-Apr-18	D.4	Approval of Amendment #001 with Viola Inc.regarding the Kinder/Flex Project at Ritchen Elementary School	The three LLB agreements, the Construction Services Agreement, the Site Lease, and the Sublease are being amended to incorporate the agreed upon GMP.	Approved
2-May-18	A.6	State Aid Presentation by CFW	The purpose of this item is to provide the Board with a presentation regarding a status update on the State Aid program and the District's eligible projects.	Approved
2-May-18	D.1	Approval of a Contractor Contingency Allocation #001 with Bernards Bros regarding the Marshall New Classroom Building Project	Contractor Contingency Allocation #001 is a COST to the Contractor Contingency line item of the GMP Construction Services Agreement. This allocation provides for additional items of work.	Approved

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** 8/8/18

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____ Agreement Category:

____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
__X__ Facilities

SECTION D: ACTION _____
SECTION F: BOARD POLICIES **1st Reading** _____ **2nd Reading** ____

Approval of Work Authorization Letter #7 to Construction Testing & Engineering (CTE) Inc., to provide a full-time Deputy Inspector to assist at the Elm Street Elementary School Reconstruction Project (Penanhoat/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 which include Special Inspections and Material Testing.

At the start of construction, concerns were raised that the Project Labor Agreement (PLA) restricted the onsite duties of the DSA Inspector of Record (IOR). After several discussions with the District's PLA Administrator, 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 to supplement the IOR to perform these duties.

The District, in consultation with CFW recommends issuing this Work Authorization Letter #7 for 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.

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

Master Agreement: **#13-124**
Work Authorization Letter: **#7**
Consultant: **Construction Testing & Engineering (CTE) Inc.**
Date Issued: **08/08/2018**

FISCAL IMPACT

The Deputy Inspector services will be a Time and Material (T&M) based contract and is projected to last approximately 8 months. The fee is estimated at: **One Hundred Sixteen Thousand Two Hundred Three Dollars and Zero Cents** (**$116,203.00) to be paid out of the Master Construct and Implementation Funds.**

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #7 for Master Agreement #13-124 with CTE.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #7, Construction Testing & Engineering (1 Page)
- Proposal dated May 18, 2018 (3 Pages)
- Master Agreement #13-124 (38 Pages)

WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:	5	**DATE:**	8/8/2018
SITE NAME:	Elm E.S. Reconstruction	**DSA #**	03-116407
MASTER AGREEMENT #:	13-124	**OPSC #**	
WAL #:	7	**VENDOR ID:**	

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	Firm Name:	Construction Testing Engineering
1051 South A Street	Street:	1645 Pacific Ave. Suite 107
Oxnard, CA 93030	City, State, Zip:	Oxnard, CA 93033
(805) 385-1501	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: 8/8/2018 **COMPLETION DATE:** Approximately 6/30/2019

FIXED FEE AMOUNT: One Hundred Sixteen Thousand Two Hundred Three Dollars and Zero Cents ($116,203.00)

This fee amount is based upon Consultant's proposal dated 5/18/18 *and subsequent negotiations mutually agreed to by all parties*

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	**CONSULTANT**
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: Jennifer MacIsaac PREPARED BY: Sean Mahan

P.O. # P.O. AMOUNT:

SOURCE OF FUNDS: ☐ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ☒ Master Construct & Implementation Funds

COST ID: 6290

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:

May 18, 2018 PR Ox-18021

Caldwell, Flores, Winters Inc.
Sean Mahan, Program Coordinator
1901 S. Victoria Avenue, Suite #106
Oxnard, CA 93035
Ph : 805-263-6451
Email: smahan@cfwinc.com

SUBJECT: Change Order # 1, Site Deputy Inspector

PROJECT: Elm Elementary School Reconstruction, DSA App. #03-116407

LOCATION: 450 East Elm Street, Oxnard, CA 93033

Dear Mr. Mahan,

As requested by you, here is a submittal for a change of order to the board, which includes a cost estimate for our services until the project is complete. We understand that when you requested Change Order on May 18, 2018, your office requested an estimate for the continuous services of a Class III Deputy Inspector for duration of approximately 8 months or through the end of this year. Attached is a change order to provide these services for the Elm Elementary School Reconstruction project for the Oxnard Unified School District. Our estimate is based on a review of the project plans, specs, and estimated construction duration of 8 months. Our rates are based on State of California prevailing wage rates.

SITE CLASS III DEPUTY INSPECTOR ONLY	
Original Contract	$141,000
Prior Invoices as 4/30/2018	$129,203
Contract Balance Remain as 4/30/2018	$11,797
Estimate for future services: (8 next months)	$128,000
Request for a Change Order:	**$116,203**

The opportunity to present this Change Order is appreciated and we look forward to continuing 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

Dharmesh Amin, MS, PE, GE
Branch Manager

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

RECEIVED NOV 01 2013
CFW

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 "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.

    RB (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:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

CONSTRUCTION TESTING & ENGINEERING INC.:

Signature

Rodney Ballard, President
Typed Name/Title

Oct. 30, 2013
Date

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	Firm Name:
1051 South A. St.	Street:
Oxnard , CA 93030	City, State, Zip:
(805) 385-1501	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:_____

This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.

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.

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:
PO #:	PO AMOUNT:
SOURCE OF FUNDS: ☐ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ☐ OTHER:_____	
COST ID:	
(PM APPROVAL SIGNATURE)	(DATE)

SPECIAL INSTRUCTIONS:

☐ Not Project Related

☑ Project #**13-124**

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		
PROFESSIONAL ENGINEERING STAFF			
Principal Engineer / Geologist	$110		
Senior Engineer / Geologist / Architect	$95		
Project Engineer / Geologist / Architect	$85		
Environmental Consultant / Registered Environmental Assessor	$95		
Staff Engineer / Geologist / Architect	$85		
Environmental Specialist	$85		
Environmental Technician	$85		
Roofing / Waterproofing Inspector	$85		
Roofing / Waterproofing Consultant	QUOTE		
INSPECTION SERVICES & QUALITY CONTROL			
Pile Driving Inspector / Deep Foundation Inspector	$85		
Senior Soil Technician includes nuclear gauge or mobile laboratory	$75		
Soil Technician II includes nuclear gauge or mobile laboratory	$76		
Mechanical / Electrical Inspector	$85		
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)	$72		
Concrete Technician (ACI)	$72		
Inspector of Record / DSA / OSHPD Inspector	QUOTE		
Quality Control Representative	QUOTE		
Submittal Reviewer	QUOTE		
Prevailing Wage Site Work	QUOTE		
QC Plan Preparation	QUOTE		
NON-DESTRUCTIVE TESTING SERVICES			
Non-Destructive Testing Inspector (Ultrasonic, magnetic particle, dye penetrate)	$85		
Metallic Surface Coatings (Paint or Intumescecent Fireproofing)	QUOTE		
Radiographic (low power portable and laboratory available)	QUOTE		
SPECIAL SERVICES:			
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	$95		
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		
SUPPORT SERVICES:			
Certificate of Completion	$350		
Draftsman	$60		
Express Mail (FEDEX/UPS) (minimum)	$30		
Facsimile (each page)	$1		
File Search, re-issue of report, copies (minimum)	$60		
Review of Files for processessing Affidavits and Certifications	$45		
Word Processing/Secretarial (per hour)	$45		
Sample Pickup	$50		
COURT APPEARANCE AND DEPOSITIONS:			
Senior Professional Preparation, Deposition or Testimony	$250		
Travel & Expenses	Actual + 15%		
Evidence Storage (per month)	$50		

☐ Not Project Related

☑ Project #13-124

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 88	---
Soil Classification w/ Atterburg & Gradation	$245	D 2487	—
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	$210	---	—
(Includes: Sieve Analysis, Specific Gravity, No 200 Wash, Organic Impurities Unit Weight)			
Clay Lumps and Friable Particles	$85	C 142	---
Cleanness 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	---

☐ Not Project Related

☑ Project #**13-124**

II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

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

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

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

☐ Not Project Related

☑ Project #**13-124**

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

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

☐ Not Project Related

☑ Project #13-124

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:

☐ Not Project Related

☑ Project #**13-124**

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

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

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

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #13-124

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 [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, [] is [X] is not subject to disclosure obligations.

Date: 11-20-13

By: LA Franz
Lisa A. Franz
Director, Purchasing

☐ Not Project Related

☑ 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

☐ Not Project Related

☑ Project #**13-124**

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 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: Oct. 30, 2013

Proper Name of Contractor: Construction Testing & Engineering, Inc.

Signature:

By: Rodney Ballard

Its: President

☐ Not Project Related

☑ Project #**13-124**

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

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.

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 appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	**DUE DATE**
A. Work plan and schedule for completion of services	**NTP + 3 days**
B. Confirmation of completion of boring, drilling, sampling & testing activities	**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: 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 #

SUBCONTRACTOR: **VENDOR NAME**
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!
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-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-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

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 FAX (A/C, No): 520-325-3757
E-MAIL ADDRESS: ktaylor@crestins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co. of	25674
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 70CONSTES
CTE, CAL, Inc.
14538 Meridian Parkway, Suite A
Riverside CA 92518-3018

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	Y	Y	6308298X967	4/17/2013	4/17/2014	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	Y	Y	8108298X967	4/17/2013	4/17/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUP8298X967	4/17/2013	4/17/2014	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	UB8298X967	4/17/2013	4/17/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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
Cody Ritchie

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 applies 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:

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.

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 insurance" 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

(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-

TravelersPropertyCasualty
A Member of Travelers Group

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 Waiver 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.

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

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.

(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 extent 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: Janet Penanhoat **Date of Meeting:** 8/8/18

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
__X_ Facilities
SECTION D: ACTION _____
SECTION F: BOARD POLICIES **1st Reading** _____ **2nd Reading** ____

Approval of Work Authorization Letter #11 ("WAL #11") for Agreement #13-131 for Rincon Consultants Inc. to provide Environmental support services for the Ramona Elementary School Kindergarten Flex Project (Penanhoat/Fateh/CFW)

The DSA certifications for past projects at Ramona were resolved by the Architect on June 5, 2018. Consequently, the GMP for this project is now being developed. WAL #11 provides for DTSC required pre-construction soils testing for contaminates by Rincon Consultants Inc., as the hygienist for the project.

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

Master Agreement: **#13-131**
Work Authorization Letter: **#11**
Consultant: **Rincon Consultants Inc.**
Date Issued: **8/8/18**

FISCAL IMPACT

Work Authorization Letter #11 to Agreement #13-131 includes additional soil analysis for Nine Thousand Nine Hundred Fifty-Nine Dollars and Zero Cents ($9,959.00) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #11 to Agreement #13-131 with Rincon Consultants Inc. to provide soil analysis for the Ramona Elementary School Kindergarten Flex Project.

ADDITIONAL MATERIAL

Attached: Work Authorization Letter #11 (1 Page)
Proposal dated July 2, 2018 (5 Pages)
Master Agreement #13-131 (53 pages)

WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:		**DATE:**	8/8/2018
SITE NAME:	Ramona E.S.	**DSA #**	03-0119033
MASTER AGREEMENT #:	13-131	**OPSC #**	
WAL #:	11	**VENDOR ID:**	

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	Firm Name:	Rincon Consultants Inc.
1051 South A Street	Street:	180 North Ashwood Avenue
Oxnard, CA 93030	City, State, Zip:	Ventura, CA 93003
(805) 385-1501	Phone:	(805)644-4455

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Rincon Consultants Inc. will provide environmental support services to lead the monitoring and oversight activities for the project. Consultant will collect soil samples from the site up to 4 ft. below surface grade and perform tests by a California certified laboratory. Samples will be analyzed for the following constituents; volitile organic compounds, total petroleum hydrocarbons fuel fingerprint, 17 CCR metals and organochlorine pesticides by EPA. Borings will be logged in the field for sediment type, contaminants, or other notable features. Soil boring logs will be prepared and classified pursuant to USCS protocol. Consultant will also prepare a report summarizing the results of the analyses that will be stamped by a California Professional Geologist for each school. The reports will be used to evaluate if the soil in the vicinity of the classrooms is suitable for kindergarten students; whether any special precautions will need to be followed by construction workers installing the classrooms; and to evaluate if the soil is suitable for re-use at another school construction site.

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: Approximately 8/15/2018 **COMPLETION DATE:** Approximately 2/28/2019

FIXED FEE AMOUNT: Nine Thousand Nine Hundred Fifty-Nine Dollars and Zero Cents ($9,959.00)

This fee amount is based upon Consultant's proposal dated 7/2/2018 *and subsequent negotiations mutually agreed to by all parties*

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby 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: Mario Mera PREPARED BY: Sean Mahan

P.O. # P.O. AMOUNT:

SOURCE OF FUNDS: ☐ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ■ Master Construct & Implementation Funds

COST ID: 6271

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:

Rincon Consultants, Inc.

180 North Ashwood Street
Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

July 2, 2018
Project 18-06127

Jennifer MacIsaac
Caldwell Flores Winters, Inc.
1901 S. Victoria Ave. #106
Oxnard, CA 93035
Via email: jmacisaac@cfwinc.com

Proposal to Conduct Soil Sampling at Ramona Elementary School, Oxnard, California - REVISED

Dear Ms. MacIsaac:

Rincon Consultants (Rincon) is pleased to submit this revised proposal to perform soil sampling at Ramona Elementary School. Rincon understands that a modular classroom is to be installed at the site. The intent of this proposal is to conduct soil sampling in advance of mobilization and installation of the portable classroom. The sampling will be used to evaluate if the soil in the vicinity of the classroom is suitable for potential exposure to school occupants; whether any special precautions will need to be followed by construction workers installing the classroom; and to evaluate if the soil is suitable for re-use at another school construction site.

Scope of Work

Soil Sampling

We will use a hand auger to collect soil samples from the site. For general budgetary purposes, we have assumed that two soil borings will be advanced up to four feet below surface grade within the proposed footprint of the modular building. Samples will be analyzed by a California certified laboratory. The following tasks will be performed as part of the soil sampling program.

Health and Safety Plan

Rincon's Health and Safety Plan outlines the measures to be followed to minimize exposure to onsite workers and the public. This document will be prepared prior to the commencement of field work. This document is required by Federal law.

Utility Notification

We understand that the Underground Service Alert (USA) utility notification has already been performed, and that Rincon does not need to notify the utility notification service.

Assessment Area

We will advance up to two soil borings within the project footprint for this assessment. The borings will be advanced with a hand auger to depths of up to four feet below grade. Soil samples will be collected at 0.0-0.5 foot below grade, 1.5-2.0 feet below grade, and 3.5-4.0 feet below grade at each location. The borings will be terminated if refusal or groundwater is reached before the borehole reaches 4.0 feet below grade. Soil matrix samples will be analyzed for the following constituents:

- Volatile organic compounds (VOCs), analysis by EPA Method 8260B.
- Total petroleum hydrocarbons as gasoline, diesel, and oil (TPHg, TPHd, and TPHo, respectively), EPA Method 8015
- 17 CCR metals
- Organochlorine pesticides by EPA Method 8081A

For budgetary purposes, we have assumed that the 0.0-0.5 and 1.5-2.0 foot deep samples will be analyzed for these constituents and the 3.5-4.0 foot deep samples will be put on hold pending the results of the other two samples. If contaminants are detected in the shallow samples, we will discuss this with the Client to determine if the deepest samples warrant analysis. For budgetary purposes, we are assuming that four soil matrix samples will be analyzed for the constituents listed above.

The soil borings will be logged in the field for sediment type, obvious contamination, or other notable features. Soil boring logs will be prepared. The sediments will be classified pursuant to Unified Soil Classification System (USCS) protocol.

Waste Profiling and Disposal

If soil analytical results indicate that state and/or federal hazardous waste thresholds may be exceeded, impacted soil will be stockpiled and additional samples will be collected from the stockpile for waste profiling purposes. For budgetary purposes Rincon assumes that one soil stockpile will be generated and will not exceed 1,000 cubic yards. Rincon field staff will collect up to 16 soil samples to be composited into four, 4-point samples for analysis. The samples will be analyzed on an expedited turnaround time of three working days for the following:

- VOCs, for analysis by EPA Method 8260B
- TPHg, TPHd, and TPHo, EPA Method 8015

- 17 CCR metals
- Organochlorine pesticides by EPA Method 8081A

If analytical results indicate that any of the constituents listed above may exceed state and/or federal hazardous waste criteria, samples will undergo additional leaching procedures, including the Soluble Threshold Limit Concentration (STLC) analysis and/or the Toxicity Characteristic Leaching Procedure (TCLP). For budgetary purposes, we have assumed that up to two soil samples will undergo STLC and TCLP analysis. If additional leaching analysis is warranted, this additional testing will be discussed with the Client.

If a larger volume of soil is generated or if additional stockpiles are warranted, additional testing may be necessary.

Report Preparation

Following completion of the field work and receipt of the analytical results, we will prepare a report that summarizes the results of the analyses, presents soil boring logs, depicts sampling locations, tabulates the analytical data, and compares the results to relevant contaminant thresholds. The report will be prepared and stamped by a California Professional Geologist.

Schedule and Cost

The total cost to complete this scope of work is **$9,959**. We are prepared to start with this project immediately upon your authorization. The samples will be analyzed on an expedited turnaround basis of 3 working days. We will have a draft report prepared within one week of receipt of the laboratory data.

The work described in this proposal will be performed in accordance with the existing contract between Rincon and the Oxnard School District. The cost for this project is listed in Table 1.

Our scope of work and cost for the soil sampling has incorporated the following assumptions:

- Rincon is not responsible for any damages to underground improvements not clearly or accurately marked by the property owner.
- Rincon will not be responsible for notifying the utility clearance service and all utility clearances will have been done prior to Rincon conducting sampling.
- The subsurface is amenable to drilling using the method described in this proposal and the sampling can be completed in the specified timeframes.
- There will be no delays caused by inclement weather.
- Site access will be secured by the property owner and all areas of the site will be accessible during our sampling.
- Laboratory analysis costs are based on an expedited turnaround basis (3 working days).
- The soil cuttings will be used to backfill the sampling boreholes.

- One soil stockpile will be generated which will not exceed 1,000 cubic yards in volume.

Authorization

To authorize this proposal, please provide us a work authorization letter referencing this proposal.

We sincerely appreciate your consideration of Rincon Consultants for this project. If you have any questions or would like any additional information, please contact us.

Sincerely,
RINCON CONSULTANTS, INC.

Jennifer Bauer Morton, PG, QSD/P
Senior Project Manager

Ed Morelan, PG, CEG
Principal / Senior Engineering Geologist

Table 1 - Cost Breakdown

Item	Unit	Cost per Unit	Number of Units	Subtotal
Soil Sampling - Pre-Field Activities				
Health and Safety Plan	lump sum	$150	1	$150
Project Environmental Scientist	Task	$500	1	$500
Miscellaneous Equipment: sampling equipment and vehicle	Task	$200	1	$200
Soil Sampling Program				
Project Management - Principal	hour	$220	2	$440
Project Management - Senior Project Manager	hour	$145	3	$435
Environmental Scientist - Field Sampling	hour	$115	8	$920
Field Equipment: Vehicle, Auger, Sample Containers, etc.	day	$250	2	$500
Soil Laboratory Analysis (expedited 3-day turnaround time)				
Organochlorine Pesticides (EPA 8081A)	cost + 15%	$108	8	$864
TPH Gasoline (EPA 8015M)	cost + 15%	$44	8	$352
TPH Diesel/Motor Oil (EPA 8015M)	cost + 15%	$51	8	$408
VOCs (EPA 8260B)	cost + 15%	$108	8	$864
Title 22 Metals (EPA 6010B/7471)	cost + 15%	$115	8	$920
STLC Analysis for pesticides	cost + 15%	$159	2	$318
TCLP Analysis for pesticides	cost + 15%	$159	2	$318
Report, Project Management, and Waste Profiling				
Reporting and Project Management	Lump Sum	$1,900	1	$1,900
Project Management - Senior Professional I - Waste Profiling	hour	$145	6	$870
			TOTAL	**$9,959**

*Note: Sample Analysis will be performed on a 3-business-day turnaround basis. Costs presented include a 30% markup for this expedited turnaround.

OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)

This Agreement for Consultant Services ("Agreement") is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** ("District"), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Rincon Consultants, Inc.** ("Consultant") with a business address at 180 North Ashwood Avenue, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District's sole discretion.

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

OPERATIVE PROVISIONS

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

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

2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter ("WAL") which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.

3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F** – **Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.

4. **Agreement, Scope of Work, and Assignment of Projects**. District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the "Services") pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

RECEIVED NOV 0 1 2013

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 "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.

    SMS (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.

GK (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.

    SMC (Initials)

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

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

To District:

Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attention: Stephen Svete
T: (805) 644-4455
Email: svete@rinconconsultants.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays**. Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

35. **Entire Agreement; Binding Effect**. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

36. **Amendment**. No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

37. **Waiver**. Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law**. This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

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

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

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

RINCON CONSULTANTS INC.:

Signature

STEPHEN SVENE, AICP/V.P.
Typed Name/Title

10-31-2013
Date

Tax Identification Number: 77-0390093

☐ Not Project Related

☑ Project #**13-131**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

WORK AUTHORIZATION PROCEDURES

1. **Assignment of Work Authorization**

1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal ("RFP") for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.

1.2. Evaluation of Proposal: District's Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.

1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.

1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter ("WAL") to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.

1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.

1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant's invoice for final payment.

1.7. WAL Form: See next page for sample Work Authorization Letter.

☐ Not Project Related

☑ Project #**13-131**

WORK AUTHORIZATION LETTER (WAL)

GENERAL INFORMATION

PROJECT #:	DATE:
SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	Firm Name:
1051 South A. St.	Street:
Oxnard , CA 93030	City, State, Zip:
(805) 385-1501	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:_____

This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.

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.

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:
PO #:	PO AMOUNT:
SOURCE OF FUNDS: ☐ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ☐ OTHER:_____	
COST ID:	

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:

☐ Not Project Related

☑ Project #**13-131**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

COMPENSATION & RATE/FEE SCHEDULE

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

Document/Study	Estimated Costs
Initial Study – Mitigated Negative Declaration	$15,000 - $80,000
Environmental Impact Report	$40,000 - $200,000
Phase I Environmental Site Assessment	$2,500 - $3,200
Preliminary Environmental Assessment	$16,000 - $21,000
Pipeline Study	$3,000 - $5,000
Geotechnical Study	$25,000 - $40,000

CDE Coordination and Compliance tasks are typically conducted by Senior Staff II professionals on an as needed basis.

Professional, Technical, and Support Personnel	Rate
Principal II	$ 210/hour
Principal I	$ 180/hour
Senior Supervisor II	$ 160/hour
Supervisor I	$ 145/hour
Senior Staff II	$ 135/hour
Senior Staff I	$ 120/hour
Professional Staff Analyst III	$ 105/hour
Professional Staff Analyst II	$ 95/hour
Professional Staff Analyst I	$ 85/hour
Environmental Technician	$ 60/hour
Environmental Field Aide	$ 55/hour
Senior GIS Specialist	$ 105/hour
GIS Specialist/CAD Specialist	$ 85/hour

Professional, Technical, and Support Personnel	Rate
Graphic Designer	$ 75/hour
Technical Editor	$ 85/hour
Clerical/Administrative Support Staff	$ 65/hour
Production Technician	$ 65/hour

☐ Not Project Related

☑ Project #**13-131**

II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

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

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

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

☐ Not Project Related

☑ Project #**13-131**

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

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

☐ Not Project Related

☑ Project #**13-131**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**13-131**

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

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

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

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**13-131**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: 11-20-13

By: LaFranz
Lisa A. Franz
Director, Purchasing

☐ Not Project Related

☑ Project #**13-131**

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

☐ Not Project Related

☑ Project #**13-131**

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: STEPHEN SVETE

Title: VICE PRESIDENT

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in 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: 10-31-2013

Proper Name of Contractor: RINCON CONSULTANTS, INC.

Signature:

By: STEPHEN SVETE

Its: VICE PRESIDENT

☐ Not Project Related

☑ Project #**13-131**

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:
Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. **Project Initiation:**
   a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
      i. Introduction of District staff and consultant's representatives who will perform the work
      ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
      iii. Discussion of preliminary calendar of events
      iv. Discussion of preliminary distribution list for notices and CEQA documents
      v. Discussion of preliminary budget

2. **Calendar of Events:**
   a. The consultant shall provide the District with a proposed calendar of events that show the following:
      i. Date due
      ii. Date complete
      iii. Description of event
      iv. Responsible party
      v. Related documents and activities

☐ Not Project Related

☑ Project #**13-131**

3. **DTSC Compliance**:
   a. Coordination & correspondence with DTSC.
   b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
   c. Coordination with DTSC for review of ESA
   d. Completion of a draft PEA work plan to expedite DTSC review process.
   e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
   f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
      i. High Voltage Power Transmission Lines
      ii. Airports
      iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
      iv. Railroads
      v. Pressurized Gas, Gasoline, or Sewer Pipelines
      vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
      vii. Major Roadways
      viii. Tsunami, Flood, and Dam Inundation
      ix. EMF Frequencies

4. **Initial Study/Notice of Preparation/Scoping Meeting:**
   a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
   b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
      i. The Initial Study shall include:
         - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
         - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
   c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
   d. The consultant shall prepare a proposed distribution list for CEQA documents.
   e. The consultant shall facilitate one or more scoping meetings.
   f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

5. **Negative Declaration:**
   a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
   b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. **Mitigated Negatives**
   a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
   b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
   c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. **Environmental Impact Report:**
   a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
      i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
      ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
      iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
      iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.

vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.

vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.

viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.

ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.

x. Noise
- The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
- The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.

xi. Population and Housing
- The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
- The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.

xii. Public Services and Utilities
- The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
- The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
- The EIR shall include an analysis of the existing recreational facilities in the area of the project site.

xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
- Growth inducing impacts
- Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
- Unavoidable adverse impacts
- Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.

xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.

xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. **Review of Draft EIR by District Prior to Circulation:**
   a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
   b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

9. **Response to Comments on EIR During Public Review Period:**
   a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
   b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. **Resolution; Findings of Fact; Statement of Overriding Considerations:**
   a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
   b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
   c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
   d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. **Advertisement of Documents and Entering CEQA Documents into Public Records:**
   a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
   b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. **Project Management and Attendance at Progress Meetings:**
   a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
   b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
   c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
   d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. **Progress Reports:**
   a. A progress report shall accompany the monthly invoice that shows the following:
      i. Summary of work completed during the previous month as it relates to the work schedule

ii. Summary of work to be completed during the current month as it relates to the work schedule
iii. Discussion of problem areas or project issues.

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

a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. **Time**
NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.
NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.
NTP + 45 days: Consultant shall submit draft IS/MND report for District review.
NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.
NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.
NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.
Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. **Accuracy Standards**
Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

☐ Not Project Related

☑ Project #**13-131**

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No.___: [INSERT PROJECT NAME]

Consultant: Rincon Consultants, Inc. ("Rincon")

Rincon 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 Rincon, 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.

_____

Rincon Consultants, 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 #**13-131**

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 #

SUBCONTRACTOR:	**VENDOR NAME**
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!**
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 #**13-131**

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

1 See "billing tab" below for spreadsheet, these are the instructions
2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc…
3 Enter PO # (Purchase Order #) provided to you when contract issued.
4 Feel free to include your company logo if you wish.
5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-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.**

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2013

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

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

PRODUCER

LEGENDS ENVIRONMENTAL INS.SVCS,LLC
2165 N GLASSELL STREET
ORANGE, CA 92865
LICENSE #0C79875

CONTACT NAME
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN SAFETY INDEMNITY COMPANY	A IX
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

RINCON CONSULTANTS, INC.
180 NORTH ASHWOOD AVENUE
VENTURA, CA 93003

COVERAGES **CERTIFICATE NUMBER:** 107184 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE	$ 3,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
	X CONTRACTORS POLL						PERSONAL & ADV INJURY	$ 3,000,000
	X XCU						GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	X	X	ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB / OCCUR			ENU030031-13-03	9/22/2013	9/22/2014	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROF LIABILITY/ CLMS MDE	X	X	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08.	
	TRANSPORTATION COV. /CLMS MDE						4,000,000 AGG. 3,000,000 EA OCC (PL)	
							1,000,000 AGG 1,000,000 PER OCC	

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

OXNARD SCHOOL DISTRICT, AND ITS RESPECTIVE ELECTED AND APPOINTED OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARD TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. REFER TO ADDITIONAL INSURED, PRIMARY & WAIVER ENDORSEMENTS ATTACHED.

EACH INSURANCE POLICY REQUIRED BY THIS AGREEMENT SHALL BE ENDORSED AND STATE THE COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELLED BY THE INSURER OR EITHER PARTY TO THIS AGREEMENT, REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS' PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO DISTRICT.

CERTIFICATE HOLDER

OXNARD SCHOOL DISTRICT
1051 SOUTH A STREET
OXNARD, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

RECEIVED NOV 01 2013 CFW

POLICY NUMBER: ENV030030-11-01
INSURED: RINCON CONSULTANTS, INC.

COMMERCIAL GENERAL LIABILITY

CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where specified by written contract. RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: ENV030030-11-01
INSURED: RINCON CONSULTANTS, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENV 98 036 11 04

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where Specified by written contract RE: All Operations

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASIC - ENV 01 031 11 07 ..ENV 01 031 11 07

ENDORSEMENT-- EXPANDED WAIVER OF SUBROGATION

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

We waive our rights to subrogation, against a project owner or general contractor in connection with the performance of "your work" at a specific project, provided that we are required to waive our rights to subrogation against such project owner or general contractor in a written contract for "your work" that you enter into with such project owner or general contractor prior to the start of such project, and subject to the following conditions and exclusions.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of such project owner or general contractor:
1. "Professional services" on or in connection with the Project;
2. Modifying or changing the Project specifications without the express written consent of the insured; and
3. Any activities beyond the scope of monitoring the progress of the insured on the Project.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.

RE: Where specified by written contract.

Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

RE: All Operations

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2013

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

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

PRODUCER
TWIW Insurance Services LLC - #0E52073
196 S. Fir Street
PO Box 1388
Ventura CA 93002-1388

CONTACT NAME: Debbie Irwin
PHONE (A/C, No, Ext): (805) 585-6732 FAX (A/C, No): (805) 585-6832
E-MAIL ADDRESS: dirwin@twiw.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Golden Eagle Ins Corp.	10836
INSURER B: QBE Ins Corp	39217
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Rincon Consultants Inc.
180 N. Ashwood Ave.
Ventura CA 93003

COVERAGES CERTIFICATE NUMBER: 13/14 AU/WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BA1078780	12/17/2012	12/17/2013	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist BI single	$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		EQB0201324	2/1/2013	2/1/2014	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
AUTO: Oxnard School District and its repective elected and appointed officers, officials, employees and volunteers are named Additional Insured as respects to the operations of the Named Insured per the attached GECA701 0107. This insurance is primary and non-contributory to any other insurance held by the Additional Insured per the attached CA00011001. WC: A Waiver of Subrogation is added in favor of the Additional Insured per the attached WC991213A, endorsements apply only when required by written contract during the policy term.

CERTIFICATE HOLDER

Oxnard School District
1051 South A Street
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David Shore/SHAROS

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.

e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:

(1) If there is similar insurance or a self-insured retention plan available to that organization; or

(2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.

g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:

(1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

(a) an expressed provision of an "insured contract", or written agreement; or

(b) an expressed condition of a written permit issued to you by a governmental or public authority.

(2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:

(a) You executed the "insured contract" or written agreement; or

(b) the permit has been issued to you.

2. **COVERAGE EXTENSIONS**

a. **Supplementary Payments.**

Subparagraphs (2) and (4) are amended as follows:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to $500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. **Hired Auto Physical Damage**

a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) $50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to $500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. **Rental Reimbursement Coverage**

We will pay up to $75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph **4. Coverage Extension.**

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Equipment designed or used for the detection or location of radar.

c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's"operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. **Duties In The Event of Accident, Claim, Suit, or Loss**

   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.

   b. To the extent possible, notice to us should include:

      (1) How, when and where the accident or loss took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to **5**.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.,** but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5** or **6** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

   (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

   (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

   (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

   (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

   (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. **Coverage Extensions**

a. **Supplementary Payments**

In addition to the Limit of Insurance, we will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. **Out-Of-State Coverage Extensions**

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. **Exclusions**

This insurance does not apply to any of the following:

1. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. **Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. **Workers' Compensation**

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. **Employee Indemnification And Employer's Liability**

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. **Fellow Employee**

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. **Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. **Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. **Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. **Operations**

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

10. **Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. **Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. **Coverage Extensions**

   a. **Transportation Expenses**

   We will pay up to $20 per day to a maximum of $600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

   b. **Loss Of Use Expenses**

   For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

   (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

   (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

   (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

   However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

   a. **Nuclear Hazard**

   (1) The explosion of any weapon employing atomic fission or fusion; or

   (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

   b. **War Or Military Action**

   (1) War, including undeclared or civil war;

   (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

   (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

   a. Wear and tear, freezing, mechanical or electrical breakdown.

   b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

   a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

   b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

   c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

   d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

Exclusions **4.c.** and **4.d.** do not apply to:

a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

b. Any other electronic equipment that is:

(1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(2) An integral part of the same unit housing any sound reproducing equipment described in **a.** above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. **Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico;

d. Canada; and

e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. **Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or

2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
   a. Power cranes, shovels, loaders, diggers or drills; or
   b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in Paragraphs **1.**, **2.**, **3.**, or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
   b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraphs **1.**, **2.**, **3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
   a. Equipment designed primarily for:
      (1) Snow removal;
      (2) Road maintenance, but not construction or resurfacing; or
      (3) Street cleaning;
   b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
   c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2013 Policy No. EQB0201324 Endorsement No. 000
Insured RINCON CONSULTANTS INC
Insurance Company QBE INSURANCE CORPORATION

Countersigned By _____

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** 8/8/18

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____ Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
__X__ Facilities
SECTION D: ACTION _____
SECTION F: BOARD POLICIES **1st Reading** _____ **2nd Reading** ____

Approval of Work Authorization Letter #14 with ATC Group Services LLC (ATC), for as needed Hazardous Materials Testing and Oversight for the duration of the Lemonwood Reconstruction Project (Penanhoat/Fateh/CFW)

Construction activities for the Phase II Lemonwood Reconstruction Project are currently underway. At this time, the project has completed all required Department of Toxic Substances Control (DTSC) studies and approvals. District staff and CFW anticipate that the contractor will encounter unforeseen underground conditions during the construction of the Phase II Lemonwood ES Reconstruction Project. The District will require services from ATC Group Services LLC (ATC) if, and when, these conditions are encountered. This Work Authorization Letter would authorize the District staff to retain the services of hazardous materials testing and/or oversight as needed for the duration of the Lemonwood ES Reconstruction Project.

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

Master Agreement: **#13-135**
Work Authorization Letter: **#14**
Consultant: **ATC Group Services LLC**
Date Issued: **8/8/18**

FISCAL IMPACT

The environmental support services will be completed for a lump sum fixed fee of: **Twenty-Six Thousand One Hundred Twenty-Seven Dollars and Zero Cents $26,127.00)** to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL#14 for Master Agreement #13-135 with ATC Group Services LLC.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #14 - ATC Group Services LLC (1 Page)
- Proposal dated July 20, 2018 (4 Pages)
- Master Agreement #13-135, ATC Group Services LLC (32 Pages)

WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:		**DATE:**	8/8/2018
SITE NAME:	Lemonwood Elementary School	**DSA #**	03-116026
MASTER AGREEMENT #:	13-135	**OPSC #**	72538-77
WAL #:	14	**VENDOR ID:**	

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	Firm Name:	ATC Group Services LLC
1051 South A Street	Street:	25 Cupania Circle
Oxnard, CA 93030	City, State, Zip:	Monterey Park, CA 91755
(805) 385-1501	Phone:	323.517.9780

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

This WAL authorizes District staff to retain the services of hazardous materials testing and/or oversight as needed for the duration of Phase II pursuant to the attached hourly rate schedule and consistent with the Board approved Lemonwood ES Reconstruction Project Budget.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 8/8/18 | **COMPLETION DATE:** Approximately 3/12/19

FIXED FEE AMOUNT: Twenty-Six Thousand One Hundred Twenty-Seven Dollars and Zero Cents ($26,127.00)

This fee amount is based upon Consultant's proposal dated 7/20/18 *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: Mario Mera | PREPARED BY: Sean Mahan

P.O. # | P.O. AMOUNT:

SOURCE OF FUNDS: ☐ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ☒ Master Construct & Implementation Funds

COST ID: 6271

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:

ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING

25 Cupania Circle
Monterey Park, CA 91755
Telephone 323-517-9780
www.atcgroupservices.com

July 20, 2018

Mario Mera
Oxnard School District
c/o Caldwell Flores Winter, Inc.
1901 S. Victoria Avenue, Suite 106
Oxnard, California 93035

Sent via email: MMera@cfwinc.com

RE: Proposal for On-Site Verification Activities and Additional Soil Stockpile Sampling
Lemonwood Elementary School
2200 Carnegie Court
Oxnard, California 93035
ATC Project Number: 1011600537
ATC Proposal Number: 10116-2018-05-0203

Dear Mr. Mera:

ATC Group Services LLC (ATC) is pleased to submit this Proposal to the Oxnard School District (OSD) for additional work associated with the Lemonwood Elementary School (Lemonwood) site located at 2200 Carnegie Court in Oxnard, California. It is ATC's understanding that OSD is requesting a cost proposal for ATC to perform all Department of Toxic Substances Control (DTSC)-required soil stockpile sampling activities, associated reporting, and conducting DTSC interactions to satisfy the conditions stated in ATC's *Soil Management Plan*, dated September 16, 2016. The proposed scope of work includes two weeks of on-site soil management verification activities and additional budget for future soil stockpile sampling/reporting activities; however, the precise number of visits is unknown. This proposal is intended to cover work performed after August 8, 2018 and continue until project completion. All work conducted by ATC is on a Time-and-Materials (T&M) basis. The proposed scope of work and associated costs are presented below.

PROPOSED SCOPE OF WORK

Based on discussions with Caldwell Flores Winter (CFW) and the requirements stated in the September 16, 2016 *Soil Management Plan* for the site, ATC proposes performing the following work:

- Two weeks of on-site field verification that the approved Soil Management Plan is being followed.
- Up to seven (7) site visits to collect 4-point composite samples from generated soil stockpiles.
- Submittal of thirty-six (36) 4-point composite samples for laboratory analysis for organochlorine pesticides by EPA Method 8081A. Costs are presented for both standard (10 business day) and 24-hour turn-around time (TAT) options.
- Review of laboratory reports to confirm whether soil may be reused on-site, or if off-site disposal is required.

- Interaction with DTSC pertaining to any soils identified as not being suitable for reuse at the site, and the generation and submittal of associated reports to DTSC. For cost estimation purposes, ATC assumes the need to generate one report documenting ten (10) soil stockpiles identified as not being suitable for reuse at the site.

Additional services, not outlined above, would be performed (if required) on a T&M basis utilizing ATC's previously negotiated rates.

FEE ESTIMATE

ATC proposes to complete the proposed scope of work on a T&M basis. The estimated cost for performing the site verification and additional stockpile soil sampling activities (utilizing the assumptions presented above) is **$22,851.00** if soil samples are submitted on a standard TAT and **$26,127.00** if soil samples are submitted on a 24-hour TAT. A breakdown of costs is provided on the spreadsheet below.

ATC will not exceed the cost estimates for the scope of work without written authorization from the Client. Should the Client require additional work, such as consultation beyond the number of hours estimated to complete this project, extensive report revisions, additional copies of the reports, consultation with attorneys, etc., the same unit rates previously negotiated will be applicable. **Please note that the actual requirements are at the discretion of the DTSC, and significant modification to the scope of work may be required by the DTSC.**

AUTHORIZATION

ATC appreciates the opportunity to present this proposal and looks forward to working with CFW and OSD on this project. If this proposal is acceptable to you and you would like ATC to schedule this project, please forward a Work Authorization Letter under the existing Agreement. If you have any questions regarding this proposal, please contact our office at (805) 496-1217.

Sincerely,
ATC Group Services

Benjamin Chevlen, PG
Program Manager
Direct Line (805) 496-1217
Email: ben.chevlen@atcgs.com

Attachments:

List of Assumptions
Estimated Cost Breakdowns

LIST OF ASSUMPTIONS

1. DTSC oversight fees (if applicable) will be charged to the District and are not included in this proposal.
2. Any additional scope items, including but not limited to meetings, project management, and reporting required by the DTSC will be charged on a T&M basis, pending client approval.
3. This proposal contains the anticipated scope of work to complete the soil stockpile sampling activities. Actual SMP or RAW costs may be higher or lower than estimated in this proposal depending on a) the quantity and volume of soil stockpiles generated, b) the number of site visits required for soil sampling activities, c) the number of stockpiles requiring DTSC notification/reporting, and d) any additional requests made by DTSC and/or OSD.
4. There are no material changes in site conditions from those described.
5. No weekend or holiday field work by ATC will be required; if such work is required, an overtime surchage would apply.
6. The scope of services is restricted to that which is outlined in this proposal.
7. Any subcontracted charges will be billed at their actual cost, plus a 10% mark-up.

Estimated Cost Breakdown

Soil Management Plan Field Verification (Two weeks)					
Principal	$115.00	Hr.		4	$460.00
Project Geologist	$75.00	Hr.		100	$7,500.00
Utility Truck/Field Supplies	$150.00	Day		10	$1,500.00
				subtotal	**$9,460.00**
Soil Stockpile Sampling - 7 Visits and 40 Samples					
Principal	$115.00	Hr.		14	$1,610.00
Project Geologist	$75.00	Hr.		42	$3,150.00
Utility Truck/Field Supplies	$150.00	Day		7	$1,050.00
OCP Analysis by EPA 8081A - Standard TAT	$96.00	Each		36	$3,456.00
OCP Analysis by EPA 8081A - 24-hr TAT	$187.00	Each		36	$6,732.00
				subtotal (standard lab TAT)	**$9,266.00**
				subtotal (expedited lab TAT)	**$12,542.00**
Laboratory Data Evaluation - 10 Lab Reports					
Principal	$115.00	Hr.		10	$1,150.00
				subtotal	**$1,150.00**
DTSC Interaction and Reporting					
Principal	$115.00	Hr.		20	$2,300.00
Project Geologist	$75.00	Hr.		6	$450.00
CADD	$45.00	Hr.		5	$225.00
				subtotal	**$2,975.00**
				GRAND TOTAL - Standard Lab TAT	**$22,851.00**
				GRAND TOTAL - Expedited Lab TAT	**$26,127.00**

OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – HAZARDOUS MATERIALS SURVEY & TESTING)

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 **Cardno ATC** ("Consultant") with a business address at 25 Cupania Circle, Monterey Park, CA 91755. 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 "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

    _____ (Initials)

23. **Compliance with Applicable Laws**. In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

_____ (Initials)

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

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

26. **Disabled Veteran Business Enterprise Participation**. Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement

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

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

29. **District Administrator. Lisa Franz** shall be in charge of administering this Agreement on behalf of District, (the "Administrator") provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

30. **Continuity of Personnel**. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

    a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification**. To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents ("Indemnified Parties") from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

    a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

    _____ (Initials)

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

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

To District:	Oxnard School District 1051 South A Street Oxnard, California, 93030 Attention: Lisa Cline *Assistant Superintendent, Business & Fiscal Services* Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Cardno ATC
25 Cupania Circle
Monterey Park, CA 91755
ATTN: Carlos A. Galdamez
T: (323) 517-9780
Email: carlos.galdamez@cardno.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays**. Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

35. **Entire Agreement; Binding Effect**. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

36. **Amendment**. No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

37. **Waiver**. Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law**. This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

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

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

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

CARDNO ATC:

Stephen Drengson
Signature

Stephen Drengson/Program Manager
Typed Name/Title

10/30/13
Date

Tax Identification Number: 46-0399408

☐ Not Project Related

☑ Project #**13-135**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

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 #**13-135**

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	Firm Name:
1051 South A. St.	Street:
Oxnard , CA 93030	City, State, Zip:
(805) 385-1501	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:_____

This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.

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.

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:
PO #:	PO AMOUNT:
SOURCE OF FUNDS: ☐ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ☐ OTHER:_____	
COST ID:	

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:

☐ Not Project Related

☑ Project #**13-135**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

COMPENSATION & RATE/FEE SCHEDULE

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

STANDARD PERSONNEL RATES

Category	Base Hourly Rates
Principal	$115.00
Certified Safety Professional (CSP)	$115.00
Certified Industrial Hygienist (CIH)	$125.00
Geologist (CA Registered)	$95.00
Engineer (CA Registered)	$95.00
Program Manager	$95.00
Senior Project Manager	$85.00
Senior Engineer	$85.00
Senior Geologist	$85.00
Senior Industrial Hygienist	$90.00
Project Industrial Hygienist	$75.00
Project Engineer	$75.00
Project Geologist	$75.00
Project Scientist	$75.00
Certified Asbestos Consultant (CA DOSH)	$75.00
Project Manager	$75.00
Trainer	$75.00
Staff Industrial Hygienist	$65.00
Staff Engineer	$65.00
Staff Geologist	$65.00
Certified Lead Project Designer (CA Registered)	$55.00
Certified Lead Inspector/Assessor (CA Registered)	$55.00
Certified Lead Project Monitor (CA Registered)	$55.00
Certified Site Surveillance Technician (CA DOSH)	$55.00
Technician III	$65.00
Technician II	$55.00
Technician I	$45.00
Draftsperson / CADD	$45.00
Clerical Staff	$35.00

☐ Not Project Related

☑ Project #**13-135**

ASBESTOS

PLM Analysis (NVLAP QA/QC) 600/R-93/116		PCM Analysis NIOSH 7400, Revision 3 A Rules		TEM Air Analysis AHERA/EPA Level II	
Immediate	$20.00	**Immediate**	$20.00	**Immediate**	$140.00
8 hours	$15.00	**8 hours**	$15.00	**8 hours**	$125.00
24 hours	$12.00	**24 hours**	$12.00	**24 hours**	$100.00
48 hours	$9.00	**48 hours**	$9.00	**48 hours**	$75.00
3-5 days	$9.00	**3-5 days**	$9.00	**3-5 days**	$75.00

1000 Point Count Analysis (0.1% Limit of Detection)		Wipes/Microvacs by TEM Chatfield Method Semi-Quantitative		Wipes/Microvacs by TEM ASTM D-5755 Quantitative	
Immediate	N/A	**Immediate**	$200.00	**Immediate**	N/A
8 hours	N/A	**8 hours**	$175.00	**8 hours**	N/A
24 hours	N/A	**24 hours**	$175.00	**24 hours**	N/A
48 hours	N/A	**48 hours**	$125.00	**48 hours**	N/A
3-5 days	$100.00	**3-5 days**	$125.00	**5 days**	$200

LEAD

Paint, Dust, Soil, Wipe, Bulk Sample Analysis EPA 3050/7420 Air, Wipes NIOSH 7082		Drinking Water Analysis EPA 200.9		Waste Analysis Extraction Only			
				STLC Wet-Title 22		TCLP EPA 1311	
Immediate	$32.00	**Immediate**	$40.00	**24 hours**	N/A	**24-hours**	$125.00
8 hours	$28.00	**8 hours**	$35.00	**2 days**	$100.00	**2 days**	$100.00
24 hours	$17.00	**24 hours**	$30.00	**3-5 days**	$84.00	**3-5 days**	$84.00
48 hours	$14.00	**48 hours**	$25.00				
3-5 Days	$10.00	**3-5 Days**	$20.00				

☐ Not Project Related

☑ Project #**13-135**

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.

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

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

☐ Not Project Related

☑ Project **#13-135**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**13-135**

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

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

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

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**13-135**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

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 [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, [] is [**X**] is not subject to disclosure obligations.

Date: 11-20-13

By: LAFranz
Lisa A. Franz
Director, Purchasing

☐ Not Project Related

☑ Project #**13-135**

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

☐ Not Project Related

☑ Project #**13-135**

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: SEE LIST BELOW – ALL CLEARED

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: 10/30/13

Proper Name of Contractor: ATC GROUP SERVICES INC dba CARONO ATC

Signature: Stn Drengson

By: STEPHEN DRENGSON

Its: PROGRAM MANAGER

PRINTS ON FILE & CLEARED:

STEPHEN DRENGSON SR PM

CARLOS GALDAMEZ SR PM

BARRY HIETT SR PM

ROBERT de la TORRE TECH

DAMON CARRIER TECH

RICHARD GARCIA TECH

☐ Not Project Related

☑ Project #**13-135**

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

SCOPE OF SERVICES – Lead, Asbestos, & Hazardous Materials Survey & Testing

The Lead, Asbestos, & Hazardous Materials Survey & Testing Lab's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites and existing improvements are free from hazardous materials, and/or to verify the presence of hazardous materials and develop a work plan to remove, contain, or otherwise mitigate the effects of hazardous materials to the school site. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

1. Pre-Construction Services:

a. Asbestos-Related Consulting Services

i. Provide State of California, Division of Occupational Safety and Health Association (OSHA), Certified Asbestos Consultant(s) (CAC) or Certified Site Surveillance Technician(s) (CSST), for asbestos-related services.

ii. Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project. Also, CONSULTANT shall review building records, including architectural and structural plans as provided by the DISTRICT to obtain information regarding building elements and for reference to asbestos used in construction, renovation and/or repair.

iii. Meet with District Project Manager and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where asbestos containing materials may be present, or are in close proximity to the work and could be impacted, as a result of the project.

iv. Review of previous asbestos documents provided by the DISTRICT to determine sampling strategy. Sampling to be conducted in accordance with EPA/AHERA established sampling protocols and asbestos analysis shall be performed by an NVLAP Accredited Laboratory.

v. Inspections shall include accessing and possibly creating destructive entry into walls and enclosed spaces. CONSULTANT shall collect representative bulk samples of suspect materials not identified as positive or negative for asbestos content. Materials assumed to contain asbestos, such as transite pipes and flues, gaskets, etc. will not be sampled or analyzed.

vi. Take digital photographs of special site conditions, anomalies, and for describing conditions more clearly.

vii. Review existing Asbestos Management Plan, Survey Reports and supplemental bulk sample and analysis reports and reports prepared by consultants on prior projects.

b. Lead Based Paint (LBP) and other Lead-Related Consulting Services

i. Provide staff with State of California, Department of Health Services Lead Certification to perform lead-related services.

ii. Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project.
iii. Meet with District Project Manager and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where lead-based paint may be present, or are in close proximity to the work and could be impacted, as a result of the project.
iv. Areas of deteriorated paint or other lead-containing materials may need to be identified so that loose and flaky paint, or other potential lead-containing materials, can be removed or otherwise properly handled prior to and/or during demolition and construction.
v. Lead-based paint testing will be performed using a portable X-ray fluorescence (XRF) analyzer.

c. Hazardous Materials Consulting Services

i. Prior to demolition or abatement, a survey of potential hazardous materials (in addition to asbestos and lead based paint (LBP) must be inventoried. CONSULTANT shall perform a visual evaluation of potential hazardous chemicals and/or ballasts to determine the need for additional mitigation efforts required for safe demolition. CONSULTANT is to visit the project site and determine what materials require sampling. CONSULTANT is to take bulk samples of all materials that are suspected to be hazardous including all unmarked containers containing unknown substances. Samples are analyzed for PCBs according to EPA Method 8082 by an accredited laboratory using proper chain-of custody procedures to collect and transport samples.
ii. The following items require sampling:
   - Polychlorinated Biphenyl (PCB) Ballasts including capacitors
   - Mercury thermostats and light switches and fluorescent light tubes
   - Cooling units, Freon heating, refrigerators, air conditioners and drinking water fountains
   - Hydrocarbon-containing equipment (door closers)
   - Lead (lead-acid batteries)
   - Other suspect items including but not limited to paint, coatings, window film, ceramic tile, ceiling tile, resilient flooring tile, adhesives/mastics, and any other potentially hazardous or suspect materials or items.

d. Evaluation of Soil Conditions

i. Assessing site structures for the potential presence of hazardous materials will occur concurrently with evaluating soils for the same. This requirement may be due to the Site's history and the analytes that may occur in the soils of such properties. The analytes include lead leached from LBP, organochlorine pesticides (OCP) used for termite control, PCBs from pole-mounted transformers, pesticides, fertilizers, heavy metals, hydrocarbons, and all other hazardous materials identified by DTSC as a potential threat to the health and well being of students.
ii. To assess the potential presence of these analytes at the Site and to characterize them, if present, the CONSULTANT may be required to prepare a workplan. The proposed work for evaluation of the presence of residual lead in soil from LBP or other lead affected materials shall be conducted in a manner consistent with the California Environmental Protection Agency (Cal EPA) aid Department of Toxic Substances Control (DTSC) regulations.
iii. Soils samples may be collected within the buildings' drip lines and exterior areas with known, or the potential for, LBP. CONSULTANT shall collect samples from ground surface to approximately 0.5 feet below ground surface (bgs). Based on analytical results, additional soil samples may be collected from other lateral "step-out" positions to define the extent of soils with

lead exceeding current allowable regulatory limits. The exact number of samples collected at each building will be determined by accessibility.

iv. After sample collection, the CONSULTANT will close each borehole and decontaminate drilling and sampling equipment. To close the borehole, the CONSULTANT shall backfill it with unused sample material and/or hydrated bentonite chips to grade and finish the borehole with material that is compatible with the surrounding surface.

2. **Construction Phase:**
   a. During the course of construction, monitor abatement work to ensure compliance with the contract requirements and completion of the work by the abatement contractor. During construction, perform the following tasks:
      i. Attend all necessary construction meetings during the course of abatement work
      ii. Review abatement contractor submittals
      iii. Provide on-site inspections with daily reports and photos of abatement work Maintain on-site records and perform monitoring during all abatement work. Perimeter monitoring for fugitive lead and asbestos at or near the entrances and or openings to the containment zone are an essential part of assuring that the containment is operating properly. This perimeter monitoring shall be performed by the CONSULTANT.
      iv. Monitor abatement contractor's compliance with the plans, specifications and any regulations including but not limited to certification of abatement workers, ensuring proper containments, and confirmation of the removal of all asbestos, lead and hazardous materials.
      v. Assist the District with problem resolutions associated with abatement work and keep District informed of abatement contractor's performance.
      vi. Surveys of existing buildings and sample collection, and utilization and compliance with OSHA, AHERA and ASHARA and EPA approved methods.
      vii. Complete written reports on all activities performed.
      viii. Consultation on remedial action and contractor selection.
      ix. Develop, implement and monitor a network of real-time ambient air monitoring stations to screen for potential particulate matter released from construction activities on the Project Site.
      x. Collect and analyze a subset of daily air monitoring samples for contaminants of potential concern via Transmission electron Microscopy (TEM), Scanning Electron Microscopy (SEM), or other appropriate methodology.
      xi. An on-site technical staff position may be required to interpret, consult and advise on air monitoring results.
      xii. Upon completion of the contracted abatement, the CONSULTANT shall inspect the entire surface from which asbestos-containing materials have been abated as well as the entire containment setup, plastic, and/or polyethylene used in the containment setup, the decontamination setup and any other item, equipment or material within the isolated/regulated area.

xiii. The CONSULTANT shall verify that all surfaces are free of visible debris before approving the area.

3. **Close-out Phase**:
   a. Verify the Uniform Hazardous Waste Manifest, when required, has been submitted and reviewed by Office of Environmental Health and Safety (OEHS) for completeness a minimum of 48-hours prior to the date the waste is to be removed from the site. Consultant shall provide waste specific information for inclusion on the manifest. No hazardous waste may be transported away from a District site without a manifest. Submit all original paper work required to be maintained by the contract documents, this agreement, and by law to the District.
   b. Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms.

4. **Reports**

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

   a. Assessment Reports, Abatement Plan, & Final Close-Out Report
      i. Prepare an Assessment Report for each project and in the case of projects involving site acquisition, subsections by each property parcel including a description of the site conditions, details of the site inspection/investigations, site drawings indicated sampling locations, site photographs and laboratory results with a summary of all identified asbestos, lead or hazardous materials and soil conditions.
      ii. Prepare recommendations and an abatement plan with an estimate of costs for abatement of the materials that will impact the project/parcels. The abatement plan shall include an Abatement Scope of Work and Abatement Technical Specifications to be included in the Project Bid Documents. The specifications will stipulate industry standard methods for abatement activities; ACBM, LBP, aid HMA abatement methods; removal and disposal methods, regulations, and standards to be followed. Drawings will be included to depict the location and design of containment systems, access to abatement areas, routes for waste removal, locations of waste containers, and other details important to abatement activities. Under otherwise desired by DISTRICT, the specifications will allow for one 8-hour work shift per day of abatement. The Rid Documents will require that bids include a schedule consistent with the DISTRICT'S needs; a work plan based on specifications; a list of recently completed projects; records of any EPA or OSHA citations; and documentation of insurance, licensing, training, medical surveillance and respirator fit-testing.
      iii. Preparation of a final report describing and quantifying identified friable and non-friable ACMs associated with the property.
      iv. Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms.

5. **Time**

Phase 1 initial survey & sampling report shall be provided to the District within 30 days of receipt of Notice to Proceed (NTP). Phase 2 work detailing all required remediation, abatement, and containment activities to be performed shall be provided within 45 days of receipt of NTP. Phase 3 monitoring &

observation reports shall be provided on a weekly basis while work in underway to summarize activities completed that week, and look ahead for upcoming activities over next two weeks. Final Close-out Abatement Report shall be provided within 30 days of completion of all remediation, abatement, and containment activities.

6. **Accuracy Standards**

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional hazardous materials consultants licensed to practice in the State of California.

☐ Not Project Related

☑ Project #**13-135**

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No.___: [INSERT PROJECT NAME]

Consultant: Cardno ATC ("ATC")

ATC 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 ATC, 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.

_____

Cardno ATC 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 #**13-135**

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 #

SUBCONTRACTOR: **VENDOR NAME**
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 month's 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**	**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!**

Send Invoice & Release form to [illegible]

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

☐ Not Project Related

☑ Project #**13-135**

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

1 See "billing tab" below for spreadsheet, these are the instructions
2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc…
3 Enter PO # (Purchase Order #) provided to you when contract issued.
4 Feel free to include your company logo if you wish.
5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-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

DATE(MM/DD/YYYY) 10/31/2013

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Insurance Co of the State of PA	19429
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	New Hampshire Ins Co	23841
INSURER D:	Chartis Specialty Insurance Company	26883
INSURER E:		
INSURER F:		

INSURED
ATC Group Services, Inc.
Cardno ATC
ATC Associates, Inc.
221 Rue De Jean
Suite 200
Lafayette LA 70508 USA

COVERAGES **CERTIFICATE NUMBER:** 570051838093 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability is included X General Agg.apply per Project GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			PROP11781522	09/30/2013	09/30/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CA 3582949 Auto (AOS) CA 2714604 Auto (MA)	09/30/2013 09/30/2013	09/30/2014 09/30/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			PROU11781566	09/30/2013	09/30/2014	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC039901297 WC _ AOS SIR applies per policy terms & conditions	09/30/2013	09/30/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Contractor Prof			PROP11781522 Professional Liability	09/30/2013	09/30/2014	Aggregate Per Incident	$2,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Meeting of the Board of Trustees of the Oxnard School District on November 13, 2013.

CERTIFICATE HOLDER

Oxnard School District
Program Manager
6425 Christie Ave., Suite 270
Emeryville CA 94608 USA

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

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570051838093

RECEIVED NOV 01 2013 CFW

AGENCY CUSTOMER ID: 570000051836

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	ATC Group Services, Inc.
POLICY NUMBER: See Certificate Number: 570051838093	
CARRIER: See Certificate Number: 570051838093 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC039901296 WC _ (NJ,PA) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC039901295 WC _ (IL,KY,NC,NH,UT,VT) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC039901294 WC _ (AK,AZ,GA,VA) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC025842892 WC _ FL SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC012055045 WC _ (MA,ND,OH,WA,WI,WY) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
A		N/A		WC025842891 WC _ CA SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
	OTHER							
D	Contractor Poll			PROP11781522 Pollution Coverage	09/30/2013	09/30/2014	Aggregate	$2,000,000
							Per Incident	$1,000,000
							Deductible	$25,000
							SIR/Deduct	$25,000

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** 8/8/18

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____ Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
__X__ Facilities
SECTION D: ACTION _____
SECTION F: BOARD POLICIES **1st Reading** _____ **2nd Reading** ____

Approval of Work Authorization Letter #14 to Earth Systems Southern California to provide Geotechnical Engineering Services and Materials Inspection and Testing Services during Construction for the Kinder-Flex Facility at Ramona Elementary School (Penanhoat/Fateh/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-122 with Earth Systems to provide Geotechnical Engineering Services.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #13 to Earth Systems to provide Geotechnical Engineering, and Materials Inspection and Testing Services during Construction for the Kinder-Flex Facility at Ramona Elementary School.

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

Master Agreement: **#13-122**
Work Authorization Letter: **#14**
Consultant: **Earth Systems Southern California**
Date Issued: **8/8/18**

FISCAL IMPACT

Earth Systems is being tasked with providing Geotechnical Engineering, and Materials Inspection and Testing Services during Construction for Ramona for a lump sum fixed fee of: **Twenty-One Thousand Four Hundred Dollars and Zero Cents ($21,400.00) to be paid out of the Master Construct and Implementation Funds.**

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #14 for Master Agreement #13-122 with Earth Systems.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #14 – Earth Systems (1 Page)
- Earth Systems Proposal – Kinder-Flex Facility at Ramona Elementary School, dated July 12, 2018 (6 Pages)
- Earth Systems Fee Schedule (6 Pages)
- Master Agreement #13-122, Earth Systems (41 Pages)

WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:	**DATE:** 8/8/2018
SITE NAME: Ramona Kinder-Flex	**DSA #** 03-119033
MASTER AGREEMENT #: 13-122	**OPSC #**
WAL #: 14	**VENDOR ID:**

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	Firm Name:	Earth Systems Pacific
1051 South A Street	Street:	1731-A Walter St.
Oxnard, CA 93030	City, State, Zip:	Ventura, CA 93003
(805) 385-1501	Phone:	(805) 642-6727

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Consultant will provide geotechnical engineering, and materials inspection and testing services during the construction phase of the subject project. Technicians will observe rough grading operations and perform compaction testing in general accordance with ASTM D 6938. Technicians will perform compaction testing to determine in-situ compaction within utility trench backfills. A technician will observe the foundation excavations to verify bearing conditions. The technician will re-visit the site to test premoistening of bearing soils, as required. Engineers will provide concrete testing and inspection services, and related steel identification and testing. An Engineer will review the submitted concrete mix designs and check for conformance with project specifications. In addition, laboratory testing will be provided as necessary. Each aspect of testing and inspection discussed above includes some project management, including filing of DSA progress forms within the project Box. Some engineering review, consultation, and preparation of reports are also included within each section of testing and inspection.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: Approximately 8/15/2018 **COMPLETION DATE:** Approximately 2/28/2019

FIXED FEE AMOUNT: Twenty-One Thousand Four Hundred Dollars and Zero Cents ($21,400.00)

This fee amount is based upon Consultant's proposal dated 7-12-2018 *and subsequent negotiations mutually agreed to by all parties*

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	**CONSULTANT**
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: Jennifer MacIsaac PREPARED BY: Sean Mahan

P.O. # P.O. AMOUNT:

SOURCE OF FUNDS: ☐ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ☒ Master Construct & Implementation Funds

COST ID: 6280

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:

Earth Systems
1731 Walter Street, Suite A | Ventura, CA 93003 | Ph: 805.642.6727 | www.earthsystems.com

#

#

July 12, 2018 Proposal No.: VEN-18-030 (Revised)

Oxnard School District
c/o Sean Mahan at CFW, Inc.
1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

Project: Kinderflex Facility at Ramona Elementary School
804 Cooper Road
Oxnard, California

Subject: Proposal to Provide Geotechnical Engineering, and Materials Inspection and Testing Services during Construction

INTRODUCTION

Earth Systems Pacific (Earth Systems) is pleased to submit this proposal to provide geotechnical engineering, and materials inspection and testing services during the construction phase of the subject project. Detailed plans are not available at present, and a Structural Tests and Inspections Sheet has not yet been presented to Earth Systems for the project. However, based on our experience with projects of a similar nature, the following scope of work is anticipated:

Observation and Testing during Rough Grading

Our technicians will observe rough grading operations and perform compaction testing in general accordance with ASTM D 6938 at locations and depths of our choosing to determine in-situ compaction within areas to be overexcavated and recompacted below the proposed building and site wall. For the purposes of generating an estimate of costs, it has been assumed that 60 hours of technician time will be required. In addition, laboratory testing will be provided as necessary to determine maximum density and optimum moisture of soils used during grading, and to determine the expansion index of bearing soils at completion of grading. Observations and testing will be documented in a written report upon completion of grading and laboratory testing, and filed along with the appropriate DSA Form 293 within the project Box.

Compaction Testing in Utility Trench Backfills

Our technicians will perform compaction testing to determine in-situ compaction within utility trench backfills. It has been assumed that 16 hours of technician time will be required to test compaction in the field. Laboratory testing will be provided as necessary to determine maximum density and optimum moisture of soils used in trench backfills. Test results will be documented in a written report upon completion of grading and laboratory testing, and filed along with the appropriate DSA Form 293 within the project Box.

#

Foundation Observations and Premoistening Verification

A technician will observe the foundation excavations to verify bearing conditions. The technician will re-visit the site to test premoistening of bearing soils, as required. It has been assumed that these observations and tests will require a total of 16 hours of technician time. Reports documenting the findings will be produced.

Concrete Testing and Inspection Services, and Related Steel Identification and Testing

An Engineer will review the submitted concrete mix designs and check for conformance with project specifications. A summary letter will be issued.

Steel for reinforcing rebar and anchors for the foundation system will be identified at the fabrication shop, and samples of the rebar will be collected and returned to the laboratory for tensile and bend strength testing. Written reports documenting the results will be provided. For the purposes of budget estimation, it is assumed that 12 hours of identification will be required, and that 4 tensile and bend tests will be performed.

An Inspector will observe the batch plant operation at the time the concrete is mixed for the footings and slab of the building. At present, it is assumed that 12 hours of batch plant inspection will be required.

An Inspector will observe concrete placement for foundations and sample the concrete at the site. For the purposes of providing an estimate for testing, is has been assumed that 16 hours of on-site inspection will be required. Cylinders will be transported to the lab after initial curing at the site. It is assumed herein that 4 hours of sample pick up time will be required.

Concrete cylinders will be stored in a temperature controlled environment for curing until compression tests are performed. Compression tests will be performed to test concrete strength at the specified intervals. Reports documenting the results will be provided. It is assumed herein that 30 cylinders will be processed through the laboratory.

Anchor installation and pull testing is anticipated to be required. For this proposal, it has been assumed that 8 hours of testing time will be required.

Project Management, Engineering Review, Consultation, and Box Filing

Each aspect of testing and inspection discussed above includes some project management, including filing of DSA progress forms within the project Box. Some engineering review, consultation, and preparation of reports are also included within each section of testing and inspection.

Services Not Expected to Be Provided

As mentioned previously, the Testing and Inspection List has not yet been presented to Earth Systems. However, it is understood that the proposed structure will be a modular building with most of the required inspections performed at the fabrication shop. As such, the scope and

fees proposed herein do not include any inspections of shop or field welding, or of high strength bolting. Furthermore, the building is not expected to include glu-lams or masonry, and inspection and testing services for those types of construction are not included in the scope or fees proposed herein.

BASIS FOR CHARGES

The basis of charges for this proposal is the Fee Schedule currently in effect for Earth Systems Pacific dated January 1, 2018, a copy of which is enclosed. Fees will be based on the number of hours of work provided toward the project, and the fee schedule in effect at the time the work is performed.

Our proposal is based on the understanding that the services proposed herein are subject to California Prevailing Wage law. Earth Systems Pacific is in compliance with California Senate Bill 854 (Registration Number 1000003643). In the event that the Department of Industrial Relations approves increased Prevailing Wage law during the work period, Client agrees to allow Consultant to increase hourly rates to similarly adjust Consultant's employees' wages.

ESTIMATED FEES

A schedule of construction has not yet been submitted to Earth Systems. Because of this, the following estimates are for general budgeting purposes only. In general, an attempt was made to over-estimate that amount of time that will be required. For instance, the twelve piers are located relatively close together, and it might only take one day to drill them all. However, for the purposes of this estimate, we have assumed two days of drilling.

All estimates provided below include some project management and/or reporting time.

Rough Grading Observations and Testing (Including Pre-Construction Meeting):	$9,350.00
Utility Trench Backfill Testing:	$1,850.00
Foundation Observations:	$1,000.00
Steel Identification & and Anchor Testing:	$3,250.00
Concrete Inspection & Testing:	$5,950.00
Additional Services:	Per Fee Schedule
Total Estimate	**$21,400.00**

#

TERMS FOR SERVICES

1. Investigation, Monitoring and Inspection. If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order

for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to supervise or stop the work of others.

2. Site Access and Utilities. Client has sole responsibility for securing site access and locating utilities.

3. Billing and Payment. Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Prior to initiation of field work, a retainer is required. This retainer shall be maintained throughout the project and shall be applied to the final invoice. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work Order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule. Client shall provide written confirmation within three (3) days of any verbal authorization to the Consultant for additional services, but Client's failure to do so shall not relieve the Client from its obligation to pay the Consultant for such services.

4. Ownership of Documents. Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. Termination. This agreement may be terminated by either party effective seven (7) days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within thirty (30) days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. Risk Allocation. In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, <u>Client agrees to indemnify, hold harmless and defend Consultant</u>, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. To

the maximum extent permitted by law, Client agrees that the liability of Consultant, its parent, subsidiaries, affiliates and subcontractors, including their respective officers, directors, employees and agents, for any claims based in contract, in tort or otherwise arising out of or in connection with Consultant's services shall be limited to the aggregate sum of $25,000.00 or the total fees paid to Consultant for its services, whichever is greater. Consultant shall not be responsible for any consequential, incidental or liquidated damages. These terms may be negotiable depending on the particular facts of your project. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. Hazardous Materials. Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. Third Parties and Assignment. This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. Governing Law, Survival and Forum Selection. The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and Client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction.

10. Standard of Care. Consultant will perform its services using that degree of skill and care ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same or similar locality at the time of performance.

Upon acceptance of this proposal, please sign and date a copy and return it to **Earth Systems Pacific**, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,

EARTH SYSTEMS PACIFIC

Patrick V. Boales
Engineering Geologist No. 1346/Senior Vice-President

Anthony P. Mazzei
Geotechnical Engineer No. 2823

Agreed to and Accepted

_____
Client Signature

_____
Client Name and Title (in print)

_____
Tax ID No.

_____
Telephone No.

_____
Email Address

_____
Date

Enclosure: January 1, 2018 Fee Schedule

Copies: 1 - Oxnard School District c/o CFW, Inc. (via email)
1 - Proposal File

Earth Systems

FEE SCHEDULE

(Effective January 1, 2018)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

PERSONNEL	Hourly Rate
Principal Professional	$210.00
Associate Professional	$190.00
Senior Professional	$170.00
Project Professional	$150.00
Staff Professional	$130.00
Special Inspector, Prevailing Wage*	$107.00
Special Services Technician	$101.50
Technical Assistant	$100.00
Technician, Prevailing Wage*	$94.00
Special Inspector	$90.00
Technician	$80.00
Clerical/Administrative	$50.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES, GENERAL

1. Field technician services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge, and billed in 2-hour increments. Special inspection services are subject to a 4-hour minimum charge, and billed in 4-hour increments.
2. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
3. Charges are calculated in minimum one-hour increments and accumulate on a portal-to portal basis.
4. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work.
5. Projects will be invoiced a Trip Charge based on proximity to the servicing office.
6. Nuclear density gauge charge: $12.50/hour.
7. Weekly special inspection report charge: $120.00
8. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
9. Report copies: $25.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
10. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
11. Rates are effective through June 30, 2018.

PREVAILING WAGE PROJECTS

1. Field services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, and billed in 4-hour increments.
2. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. State regulations requiring electronic submittal of Certified Payroll to DIR for prevailing wage projects will be assessed a fee of $50.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.

Earth Systems

FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge ($80.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add $20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit	$115.00
Atterberg Limits: Plasticity Index	$250.00
California Bearing Ratio, 3 points; incl. ref maximum density	$750.00
California Bearing Ratio, 9 points; incl. ref maximum density	$1,050.00
Consolidation, one dimensional	$250.00
Consolidation, timed, per point	$85.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity)	$200.00
Direct Shear, per point, 3 points minimum	$330.00
Expansion Index Test	$250.00
Maximum Density and Optimum Moisture: 4" Mold	$275.00
Maximum Density and Optimum Moisture: 6" Mold	$325.00
Maximum Density and Optimum Moisture: California Impact	$250.00
Moisture and Unit Weight Determination, from ring samples	$40.00
Moisture Only	$30.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	$400.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts	$450.00
Hydro Collapse Potential	$125.00
Sieve/Hydrometer Anlys, assumed specific grvty, w/200 wash	$200.00
Sieve Analysis, Aggregate Base/Subbase	$165.00
Sieve Analysis 200 wash only	Per Quote
Sieve Analysis with wash	$200.00
Sieve Analysis, Oversize Material	Per Quote
Specific Gravity	$150.00
Swell Test, undisturbed	Per Quote
Swell Test, remolded	Per Quote
Unconfined Compressive Strength, untreated	$150.00
Unconfined Compressive Strength, lime or cement treated	$525.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc)	Per Quote
Field Testing using Thermal Resistivity Meter	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions	$210.00
Absorption, Coarse Aggregate	$100.00
Absorption, Fine Aggregate	$150.00
Clay Lumps and Friable Particles in Aggregate	$110.00
Cleanness Value of Coarse Aggregate	$150.00
Crushed Particles, each size	$150.00
Durability Index, Coarse or Fine Aggregate	$200.00

Earth Systems

FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

Flat and Elongated Particles in Aggregate	$110.00
Organic Impurities in Fine Aggregate	$100.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	$135.00
Sieve Analysis, washed	$200.00
Soundness, Sodium Sulfate, 5 cycles	$500.00
Specific Gravity, Coarse Aggregate	$150.00
Specific Gravity, Fine Aggregate	$150.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	$280.00
Unit Weight of Aggregate	$150.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders	$35.00
Compression Test of Cored Samples, cored at laboratory	$75.00
Compression Test of cores delivered by others	$75.00
Compression Test of Lightweight Concrete	$30.00
Density of Concrete Cylinders	$70.00
Density of Hardened Concrete	$100.00
Flexural Strength, Simple Beam with Third Point Loading	$150.00
Grading of Shotcrete Cores	$100.00
Sample Storage, monthly per sample	$30.00
Shrinkage, set of 3	$410.00
Unit Weight of Lightweight Concrete	$110.00
Enviro. Recycling Fee, per cylinder, core or beam	$2.00
Enviro Recycling Fee, per flex beam	$5.00
Enviro Recycle Fee/Form Stripping, per shotcrete panel/beam	$50.00

MASONRY

Absorption of Block, set of 3	$175.00
Compression Test, 2” x 4” Mortar Cylinders	$40.00
Compression Test, 3” x 3” x 6” Grout Samples	$40.00
Compression Test on Block, set of 3	$175.00
Compression Test on Grouted Prisms, includes cutting	$200.00
Compression Test on Masonry Cores	$60.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	$269.00
Moisture Content of Block as received, set of 3	$125.00
Shear Test on Masonry Cores, 2 faces	$150.00
Specific Gravity and Unit Weight of Block, set of 3	$175.00
Enviro Recycling Fee, per masonry prism	$2.00
Enviro Recycling Fee, per mortar or grout sample	$2.00

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test	Per Quote

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	$50.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	$370.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	$600.00
Compaction of Lab Spls, Mrshl Mthd set of 3 –(50 blows/side)	$360.00
Compaction of Lab Spls, Mrshl Mthd set of 3 –(75 blows/side)	$380.00
Extraction of Oil from A.C. Mixtures	$250.00
Extraction of Oil from Rubberized Mixtures	$315.00
Gyratory Compactor, per set of field mixed asphalt	$350.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	$735.00

Earth Systems

FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

Ignition Oven Binder Cntnt, after initial corr value is det	$170.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3	$820.00
Ignition Oven Gradation Correction Value, per mix design	Per Quote
Moisture Content	$45.00
Sieve Analysis of Extracted Aggregate	$200.00
Sieve Analysis of Ignition Oven Residue	$200.00
Specific Gravity, Theoretical Maximum, Rice Method	$150.00
Stability and Flow, Marshall Apparatus, set of 3	$200.00
Stabilometer, Hveem S-Value, set of 3	$150.00
Enviro Recycling Fee, per sample	$2.00
Enviro Recycling Fee for Extracted Oils	$30.00

* *Includes formal report of test results following 28-Day tests. Formal reports for earlier tests are subject to an additional $25.00 fee*

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	$150.00
Pipe Flattening Test, sample preparation not included	$150.00
Reinforcing Steel Coupler Tensile and Slip Tests	$275.00
Structural Steel Bend Test, sample preparation not included	$150.00
Structural Steel Machining/Sample Preparation	cost + 20%
Structural Steel Tensile Test, sample prep not included	$150.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9	$200.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18	Per Quote
Enviro Recycling Fee, per sample	$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%

WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position	Per Quote
AWS D1.3: Sheet Steel	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator	$75.00/day
Anchor Pull Test Equipment	$25.00/hr.
Bailer (disposable) w/dedicated rope	$25.00/ea.
Concrete and Asphalt Concrete Coring Equipment	cost + 20%
Concrete Slab Moisture Transition Kit	$50.00/ea.
Conductivity Meter	$80.00/day
Cut-Off Saw	cost + 20%
Double Ring Infiltrometer (per set)	$150.00/day
Drum Dolly	$25.00/day
Drums	$75.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	Per Quote
Hand Auger/Sampler Equipment	$50.00/day
Lock n, Load VOC Sample Pres. Sys.	$20.00/ea.
Magnetic Particle Equipment	Per Quote
Manometer	$100.00/day
Mini-Troll Groundwater Level Transducer	$100.00/day
Mobile Laboratory	Per Quote

Earth Systems

FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

Nuclear Density Equipment, per hour	$12.50/hr.
Nuclear Density Equipment, per test	$10.00
Paint Thickness Meter	Per Quote
Percolation Tank System and Trailer	Per Quote
Personal Protective Equipment Level C	Per Quote
Pile Driving Equipment (for pile load testing)	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	$100.00/day
Rebound Hammer (Schmidt Hammer)	$50.00/day
Reinforcing Steel Locating Equipment (DR-Meter)	$100.00/day
Relative Humidity Meter	$100.00/day
Rhino Off Road Vehicle	$100.00/day
Safety and Specialty Equipment	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	$200.00/day
Slope Inclinometer Equipment, per hole	Per Quote
Soil Sampling Containers (metal)	$15.00/ea.
Soil Sampling Containers (glass)	$5.00/ea.
Tape Extensometer	Peer Quote
Tension Equipment	$50.00/day
Torque/Tension Equipment	$60.00/day
Water Level Indicator	$45.00/day
Winsor Probe, set of 3	Per Quote
Per Diem	Per Quote
DIR Compliance/eCPR, per week	$50.00
DSA Box Posting, ea.	$25.00
DSA Lab Compliance, per week	$50.00
Vehicle Mileage Charge	$0.75

Earth Systems

EXPERT WITNESS SERVICES

(Effective January 1, 2018)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional $400.00
Associate Professional $300.00
Senior Professional $250.00
Clerical/Admin Services $90.00

SPECIAL SERVICES

Deposition ..... $400.00/hr.[2]
Arbitration ..... $400.00/hr.
Court Appearance/Hearings ..... $1,500.00/half day[3]
Standby to Appear ..... $750.00/day[4]

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.

2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.

3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of $3,000.00.

4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of $750.00. Standby at other locations will be charged at the general hourly rates.

OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND 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 **Earth Systems Southern California** ("Consultant") with a business address at 1731-A Walter Street, 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

RECEIVED NOV 0 8 2013 CFW

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 "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.

    PVB (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.

PVB (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.

    PVB (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: Earth Systems
1731-A Walter Street
Ventura, CA 93003
Attention: Paul Mooney
T: (805) 642-6727
Email: pmooney@earthsys.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays**. Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

35. **Entire Agreement; Binding Effect**. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

36. **Amendment**. No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

37. **Waiver**. Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law**. This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

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

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

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

EARTH SYSTEMS SOUTHERN CALIFORNIA:

Patrick V. Boales
Signature

Patrick V. Boales, President
Typed Name/Title

November 1, 2013
Date

Tax Identification Number: 95-4709565

☐ Not Project Related

☑ Project **#13-122**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

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 #**13-122**

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	Firm Name:
1051 South A. St.	Street:
Oxnard , CA 93030	City, State, Zip:
(805) 385-1501	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:_____

This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.

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.

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:
PO #:	PO AMOUNT:
SOURCE OF FUNDS: ☐ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ☐ OTHER:_____	
COST ID:	
(PM APPROVAL SIGNATURE)	(DATE)

SPECIAL INSTRUCTIONS:

☐ Not Project Related

☑ Project **#13-122**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

COMPENSATION & RATE/FEE SCHEDULE

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

Professional Personnel (hourly)

Staff Engineer/Geologist $110.00
Senior Engineer/Geologist $150.00
Laboratory Technician.....$75.00

Technical Personnel (hourly) for Non-Prevailing Wage Services

Technician (Off-Site or for Sample Pickup) $72.00
Batch Plant Inspector (Off-Site).....$72.00
Special Inspector for Shop Welding or Steel Fabrication a the Shop (Off-Site Shops Only) $75.00

Mileage Charges

A mileage charge of $20.00 will be applied to all non-prevailing wage trips, with the exception of shop welding and/or off-site steel fabrication assuming the shops are local. For non-local shops, project-specific terms can be arranged.

Technical Personnel (hourly) for On-Site (Prevailing Wage) Services

Soil Technician or Anchor Pull Tester $83.00
Concrete Sampling Technician.....$83.00
Special Inspector $85.00

Mileage Charges

A mileage charge of $20.00 will be applied to all technician trips to school sites, but none will be applied to special inspector trips.

Other

Certified Payroll $40.00/person/payroll
.....plus copying fees

☐ Not Project Related

☑ Project #**13-122**

LABORATORY SERVICES
(Partial Listing of Available Tests)

SOIL

Moisture Content of Soils: ASTM D 2216 ..... $32.00

Expansion Index: UBC Std 29-2: ASTM D 4829 ..... $150.00

Maximum Density/Optimum Moisture Test: ASTM D 1557 or D 698: CTM 216
- Full Curve (4" Mold) $160.00
- Full Curve (6" Mold) $200.00

Sieve Analysis (washed): ASTM D 422. D 1140: CTM 202 ..... $140.00

Sieve and Hydrometer Analysis: ASTM D 422: CTM 203 ..... $215.00

Resistance "R" Value of Soils: ASTM D 2844: CTM 301
- Untreated Soils $290.00
- Soils with Additives ..... Per Quote

Soil Corrosivity Analysis and Testing (pH. Resistivity. Sulfates) $150.00

Sand Equivalent: ASTM D 2419: CTM 217 ..... $110.00

Special Sample Preparation $75.00/hour

CONCRETE

Concrete Aggregate

Sieve Analysis:
- Washed: ASTM C 117. ASTM C 136: CTM 202 ..... $150.00
- Sieve Analysis Passing #200 Sieve only: ASTM C 117: CTM 202 ..... $95.00

Specific Gravity:
- Coarse Aggregate: ASTM C 127: CTM 206 ..... $75.00
- Fine Aggregate: ASTM C 128: CTM 207 ..... $110.00

Potential Reactivity of Aggregate by Chemical Method: ASTM C 289 ..... Per Quote

Unit Weight of Aggregate: ASTM C 29: CTM 212 ..... $75.00

Special Sample Preparation $75.00/hour

☐ Not Project Related

☑ Project #**13-122**

Cylinders, Beams, and Cores

Compression Test of Cast Cylinders (all sizes): ASTM C 39 .....$30.00*

Compression Test of Cored Samples: ASTM C 42 .....$55.00*

Compression Test Gunite Samples $100.00*

Flexural Strength, Simple Beam with Third Point Loading: ASTM C 78.....$105.00

Special Sample Preparation $75.00/hour

*No per cylinder pickup fees, no charge for cylinder molds, and no report charges.

ASPHALT CONCRETE

Miscellaneous Tests

Bulk Specific Gravity of Compacted Specimens and Core Samples:

ASTM D 2726, ASTM D 1188; CTM 308 .....$40.00

Specific Gravity, Theoretical Maximum: ASTM D 2041 .....$105.00

Marshall Method: ASTM D 1559 (Set of 3 Specimens) $330.00

Asphalt Content of Hot Mix by Ignition Method with wash and gradation.....$290.00

Extraction of Oil from A.C. Mixtures: ASTM D 2172 Method A $135.00

Hazardous Waste Handling Charge $120.00

Moisture Content: CTM 370 .....$47.00

Sieve Analysis:

Washed: ASTM C 117, C 136; CTM 202.....$140.00

Sieve Analysis Passing #200 Sieve only: ASTM C 117; CTM 202 .....$75.00

Specific Gravity:

Coarse Aggregate: ASTM C 127; CTM 206.....$75.00

Fine Aggregate: ASTM C 128; CTM 207; CTM 208.....$110.00

Unit Weight of Aggregate: ASTM C 29; CTM 212 .....$75.00

Sand Equivalent: ASTM D 2419; CTM 217 .....$110.00

☐ Not Project Related

☑ Project #**13-122**

AGGREGATE BASE

Sieve Analysis: ASTM C 117, C 136; CTM 202 ..... $140.00

Resistance "R" Value of Aggregate: ASTM D 2844; CTM 301 ..... $340.00

Sand Equivalent: ASTM D 2419; CTM 217 ..... $110.00

MASONRY

Concrete Block (Per Specimen)

Compression Test on Masonry Cores: ASTM C 140 ..... $45.00

Absorption (set of 3 required): ASTM C 140 ..... $40.00

Moisture Content as received (set of 3 required): ASTM C 140 ..... $30.00

Shrinkage (set of 3 required): ASTM C 426 ..... $95.00

Specific Gravity and Unit Weight (set of 3 required): ASTM C 140 ..... $35.00

Mortar and Grout (Per Specimen)

Compression, 2" x 4" Mortar Cylinders: UBC Std. 24-22, ASTM C 109, each $35.00

Compression, 3" x 3" x 6" Grout Prisms: UBC Std. 24-22, ASTM C 942, each $35.00

Compression, 2" Cubes (set of 3 required) $35.00

Special Sample Preparation $75.00/hour

Masonry Prisms

Compression Test, Grouted Prisms (includes cutting): ASTM E 447; UBC 24-26..... $150.00

Brick/Paving Units (Per Specimen)

Absorption and Saturation Coefficient: ASTM C 67/ASTM C 936 ..... $55.00

Compression Test: ASTM C 67/ASTM C 936 ..... $55.00

☐ Not Project Related

☑ Project #**13-122**

STEEL

Reinforcing Bar Tests

Tensile and Bend Tests, #2 through #9: ASTM A 615 ..... $115.00

Tensile and Bend Tests, #10 through #18: ASTM A 615 ..... Per Quote

Unit Weight of Coating (Galvanized) $105.00

Structural Steel

Tensile and Bend Test (sample preparation not included) $115.00

Machining Charges, per sample ..... Cost plus 20%

Unit Weight of Galvanized Coating $110.00

Pipe

Tensile Test (sample preparation not included) $57.00

Flattening Test (sample preparation not included) $40.00

High Strength Bolts

Bolt; Nut and Washer Load and Hardness Suite Testing (Per Set) $250.00

MISCELLANEOUS CHARGES FOR SPECIALTY EQUIPMENT

Anchor or Bolt Pullout Test Equipment $75.00/day

Torque Wrench $50.00/day

Skidmore Device $75.00/day

☐ Not Project Related

☑ Project #**13-122**

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 <u>Exhibit G</u> for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

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

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete,

the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

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

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

☐ Not Project Related

☑ Project #**13-122**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**13-122**

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

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

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

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

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

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

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

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

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

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

☐ Not Project Related

☑ Project #**13-122**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

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 [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

☐ Not Project Related

☑ Project #**13-122**

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

☐ Not Project Related

☑ Project #**13-122**

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: See Attached List

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: November 1, 2013

Proper Name of Contractor: Earth Systems Southern California

Signature: Paul E. Mooney, VP

By: Paul E. Mooney, Vice President

Its: _____

Earth Systems
Southern California

1731-A Walter Street
Ventura, CA 93003
(805) 642-6727
Fax (805) 642-1325

November 1, 2013

List of Employees of Earth Systems Southern California who have been through fingerprinting at Ventura County Sheriff's Department or the "Live Scan" process at other locations and found to not be convicted of any serious or violent felony as defined by Penal Code Sections 1192.7(c) and 667.5(c).

Richard M. Beard	Geotechnical Engineer
Patrick V. Boales	Engineering Geologist
Anthony P. Mazzei	Geotechnical Engineer
Paul E. Mooney	Engineering Geologist
Todd J. Tranby	Engineering Geologist

☐ Not Project Related

☑ Project #**13-122**

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

SCOPE OF SERVICES – 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

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.

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 appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	**DUE DATE**
A. Work plan and schedule for completion of services	**NTP + 3 days**
B. Confirmation of completion of boring, drilling, sampling & testing activities	**NTP + 15 days**

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 #**13-122**

SCOPE OF SERVICES (PART 2 OF 2) – 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.
   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 C127lC128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM Dl 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM Dl 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
         - Concrete Cylinders (ASTM C29)
         - Concrete Cores (ASTM C39)
         - Lightweight Concrete (ASTM C495)

- Insulating Concrete (ASTM C332)

ii. Concrete Flexural Tests
- Flexural Test (ASTM C293lC78)

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.

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 - 18lASTM 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
      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.

☐ Not Project Related

☑ Project #**13-122**

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No.___: [INSERT PROJECT NAME]

Consultant: Earth Systems Southern California ("Earth Systems")

Earth Systems has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent, Business & Fiscal Services, Lisa Cline.

By signing below, a representative of Earth Systems, 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.

_____

Earth Systems Southern California 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 #**13-122**

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 #

SUBCONTRACTOR:	**VENDOR NAME**
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!**
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 #**13-122**

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

1 See "billing tab" below for spreadsheet. these are the instructions

2 Enter Project Site name. DSA project number. Project Type. Invoice #. Date. Your Company Name. fax. phone. etc…

3 Enter PO # (Purchase Order #) provided to you when contract issued.

4 Feel free to include your company logo if you wish

5 Enter approved contract agreements. amendments. re-imburseables. allowances. etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.

6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments. please do that now. If your contract allows re-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.**

Client#: 114 EARTHSYST1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
SCG, Inc., dba Earth Systems
Southern California
1731-A Walter Street
Ventura CA 93303

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Ins. Co.	19682
INSURER B: American Automobile Ins. Co.	21849
INSURER C: Lexington Ins. Co.	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	57CESOA2013	04/01/13	04/01/14	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$10,000
		X PD Ded:25,000				PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		X POLICY PRO-JECT LOC					
A		AUTOMOBILE LIABILITY	57UUNUO0049	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		X ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP81008532	04/01/13	04/01/14	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
C		OTHER Professional Liability	013001511	12/19/12	12/19/13	$1,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

General Liability Excludes Claims Arising Out of the Performance of Professional Services.
RE: Master Agreement.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers are additional insureds as respects to General and Automobile Liability per policy form wording.
Such insurance is Primary & Non-Contributory with Severability of Interest clause. See attachments.

CERTIFICATE HOLDER

Oxnard School District
Attn: Lisa Cline, Asst. Superintendent,
Business & Fiscal Services
1051 South A Street
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Julie L. Nelson

RECEIVED NOV 0 8 2013 CFW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
	SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers
Oxnard School District Attn: Lisa Cline, Asst. Superintendent, Business & Fiscal Services 1051 South A Street	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

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

EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE

Insured: SCG, Inc., dba Earth Systems
Policy Number:57UUNUO0049
Policy Effective Dates: 04/01/13
Additional Insured:
SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

Additional Insured: SECTION II – LIABILITY COVERAGE
1. WHO IS AN INSURED: The following are "insureds"
c. Anyone liable for the conduct of an "insured"...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS
B. General Conditions - 5. Other Insurance
a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
c. Regardless of the provisions of paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

Cross Liability Clause: SECTION V – DEFINITIONS
G. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

EXCERPTS FROM HA9916 (0302)
HARTFORD COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** 8/8/18

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____ Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
_X_ Facilities
SECTION D: ACTION ____
SECTION F: BOARD POLICIES **1st Reading** _____ **2nd Reading** ____

Ratification of Change Order No. 012 to Construction Services Agreement #15-198 with Swinerton Builders to Adjust Costs for the Lemonwood K-8 School Reconstruction (Penanhoat/Fateh/CFW)

The Oxnard School District ("District") Board of Trustees ("Board") Facilities Implementation Plan first adopted in 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.

In conducting State of California, Department of Toxic Substances required testing at Lemonwood Elementary School, it was found that contamination exists in the top 2 1/2 feet of soil. The contract for contaminated soils haul-off to the landfill will be executed at a cost of $738,042.19.

Change Order No. 012 is for the Board's ratification of three (3) change order proposals; PCI's 0342, 0342.2B, 0342.3 with the following scope of work:

- PCI 0342 Phase II soils handling for owner testing
- PCI 0342.2B Dispose soil determined to be unsuitable for re-use
- PCI 0342.3 Transport and legally dispose RCRA-Haz Soils from Phase II Building 3 and 4

FISCAL IMPACT

Seven Hundred Thirty-Eight Thousand Forty-Two Dollars and Nineteen Cents ($738,042.19) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 012 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 #012, Swinerton Builders (2 Pages)
- PCI 0342 (19 Pages)
- PCI 0342.2B (6 Pages)
- PCI 0342.3 (27 Pages)

CHANGE ORDER

Date: 08.8.2018 **CHANGE ORDER NO. 012**

PROJECT: **LEMONWOOD K-8 RECONSTRUCTION PROJECT**
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, Ste. 850
Santa Ana, CA 92707

CONTRACTOR:
Swinerton Builders
865 S. Figueroa St.,
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 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 (001-011)……..……..**$ 2,317,679.28**

ADJUSTED CONTRACT SUM……...**$ 31,893,577.19**

NET CHANGE - **$ 738,042.19**

Total Change Orders to Date: 012…….…… ……..**$ 3,055,721.47**

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 012…… **$ 32,631,619.38**

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: ……. February 18, 2019

Percentage …… (10.33%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCI No. 0342 – Phase II soils handling for owner testing	$45,999.87			
2.	PCI No. 0342.2 – Dispose soil determined to be unsuitable for re-use	$120,214.96			
3.	PCI No. 0342.3 – Transport and legally dispose RCRA-Haz Soils from Phase II Building 3 and 4	$571,827.36			
4.					
	Totals				

Total Change Order No. 012 ..... $ 738,042.19

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

APPROVAL (REQUIRED):

ARCHITECT:_____ DATE:_____

CONTRACTOR:_____ DATE:_____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR:_____ DATE:_____

_____
ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES: DATE:_____

APPROVAL (REQUIRED):

BOARD APPROVAL DATE:_____

ASST. SUPT. /PURCHASING DIRECTOR:_____ DATE:_____

DSA APPROVAL DATE:_____

SWINERTON

July 5, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0342 Remove and stockpile material from Building 3 & 4 footprint for testing described in DTSC mandated SMP dated 9-16-16.

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Stock pile excavated soils from Buildings 3 & 4 building pad over excavation and maintain soils stockpiles during owners testing period.

Phase	Category	Description	Subcontractor	Quote
015136	71150	Temp Water	City of Oxnard	357.56
310010	71140	Stock pile excavated soils and maintain soils during owners testing period	GROUNDBREAKERS CONSTRUCTION INC	41,821.84
			Subtotal	**42,179.40**
007480	71160	Subguard	1.15%	485.06
007410	71160	Builders Risk	0.6%	255.99
007420	71160	General Insurance	1.15%	490.64
007510	71160	P&P Bond	1%	418.22
991000	79999	Change Order Fee	5%	2,170.56
			Markup Subtotal	**3,820.47**
			PCI Total	**45,999.87**

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **45,999.87**.

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 cost and completion date.
- The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- This request does not include additional cost or delay due to late approval.

SWINERTON

__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

Date: 7/05/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

CITY OF OXNARD CALIFORNIA

Utility Billing • 214 South C Street, Oxnard, CA 93030-5712

Water, Sewer & Refuse Bill

For billing inquiries call (805) 385-7816
For Refuse services call (805) 385-8060
Visit us at: www.oxnard.org

SERVICE ADDRESS	68472597 FIRE HYDRANT METER

ACCOUNT #	291039-278085	CYCLE-ROUTE	20-01	BILLING DATE	06/04/18	CURRENT CHARGES PAST DUE ON	06/25/18

OXN0604A *** 7000003816 00.0014.0207 3703/1
AUTO MIXED AADC 926

Total Current Charges	$	357.56*
Past Due	$	17.01
Total Amount Due	**$**	**374.57**

SWINERTON BUILDERS
JOB#16055106
2300 CLAYTON RD SUITE 800
CONCORD CA 94520-2166

* PAYMENT MUST BE RECEIVED BY THE PAST DUE DATE OR A 10% PENALTY WILL BE ADDED.

DETACH, TURN OVER, AND INCLUDE THIS STUB WITH PAYMENT

CUSTOMER NAME	SWINERTON BUILDERS	SERVICE ADDRESS	68472597 FIRE HYDRANT METER

ACCOUNT #	291039-278085	CYCLE-ROUTE	20-01	BILLING DATE	06/04/18	CURRENT CHARGES PAST DUE ON	06/25/18

Last Bill Amount	$	205.11
Payments		-188.10
Adjustments		0.00
Past Due	$	17.01

Last payment amount/date: $ 188.10 05/22/18

	Service Period	Days	Meter Number	Current Reading	Previous Reading	* HCF Usage
FH	04/30/18 through 05/31/18	31	68472597	1614.30	1569.30	45.00

*HCF (Hundred Cubic Feet) = 748.05 gallons

Service	Consumption	Charge	Total
FH WATER FH - 3"	04/30/18 to 05/31/18	357.56	357.56

Total Current Charges	$	357.56
Past Due	$	17.01
Total Amount Due	**$**	**374.57**

RECEIVED BY

JUN 07 2018

SIERRA DOMINGUEZ
CONCORD FRONT DESK

City of Oxnard Utility Billing
214 South C Street, Oxnard, CA 93030-5712
For billing inquiries call (805) 385-7816
For Refuse services call (805) 385-8060
Visit us at: www.oxnard.org

CITY OF OXNARD CALIFORNIA

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

GROUND BREAKERS Construction Inc.

PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
5/15/18	3944

Bill To

Swinerton Builders
Bill Gray
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info

Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033

Qty	Description	Rate	Amount
	STOCKPILE AND COVER SOILS (PER 916/16 ATC REPORT) UNTIL TESTING IS COMPLETED ON 4/27/18		
3	*Laborer*	76.40	229.20
14	*Operator*	98.55	1,379.70
2	*Komatsu PC270*	200.00	400.00
3	*Water Truck*	75.00	225.00
4	*Dozer*	220.00	880.00
5	*Scraper*	235.00	1,175.00
1	*15% O&P on Equipment and Material*	402.00	402.00
	Subtotal		4,690.90
	STOCKPILE AND COVER SOILS (PER 916/16 ATC REPORT) UNTIL TESTING IS COMPLETED ON 4/30/18		
8	*Laborer*	76.40	611.20
13.5	*Operator*	98.55	1,330.43
6.5	*Dozer*	220.00	1,430.00
7	*Scraper*	235.00	1,645.00
8	*Truck and Tools*	20.00	160.00
1	*Ron Yadon Transport*	1,570.00	1,570.00
1	*White Cap Material*	2,961.45	2,961.45
1	*15% O&P on Equipment and Material*	1,164.97	1,164.97
	Subtotal		10,873.05
	STOCKPILE AND COVER SOILS (PER 916/16 ATC REPORT) UNTIL TESTING IS COMPLETED ON 5/1/18		
8	*Laborer*	76.40	611.20
12	*Operator*	98.55	1,182.60
7	*Scraper*	235.00	1,645.00
8	*Dozer*	220.00	1,760.00
8	*Truck and Tools*	20.00	160.00
1	*15% O&P on Equipment and Material*	534.75	534.75
	Subtotal		5,893.55

Total

Payments/Credits

Balance Due

Prepared by: _____ *Verified by:* _____

Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.

GROUND BREAKERS Construction Inc.

PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
5/15/18	3944

Bill To

Swinerton Builders
Bill Gray
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info

Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033

Qty	Description	Rate	Amount
	STOCKPILE AND COVER SOILS (PER 916/16 ATC REPORT) UNTIL TESTING IS COMPLETED ON 5/2/18		
8	*Laborer*	76.40	611.20
11	*Operator*	98.55	1,084.05
1	*Excavator*	200.00	200.00
3	*Dozer*	220.00	660.00
7	*Scraper*	235.00	1,645.00
8	*Truck and Tools*	20.00	160.00
1	*White Cap Material*	2,424.38	2,424.38
1	*15% O&P on Equipment and Material*	763.41	763.41
	Subtotal		7,548.04
	STOCKPILE AND COVER SOILS (PER 916/16 ATC REPORT) UNTIL TESTING IS COMPLETED ON 5/3/18		
8	*Laborer*	76.40	611.20
11	*Operator*	98.55	1,084.05
1	*Excavator*	200.00	200.00
3	*Dozer*	220.00	660.00
7	*Scraper*	235.00	1,645.00
8	*Truck and Tools*	20.00	160.00
1	*15% O&P on Equipment and Material*	399.75	399.75
	Subtotal		4,760.00
	STOCKPILE AND COVER SOILS (PER 916/16 ATC REPORT) UNTIL TESTING IS COMPLETED ON 5/418		
8	*Laborer*	76.40	611.20
10	*Operator*	98.55	985.50
3	*Dozer*	220.00	660.00
7	*Scraper*	235.00	1,645.00
8	*Truck and Tools*	20.00	160.00
1	*15% O&P on Equipment and Material*	369.75	369.75
	Subtotal		4,431.45

Total

Payments/Credits

Balance Due

Prepared by: _____ *Verified by:* _____

Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.

GROUND BREAKERS Construction Inc.

PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
5/15/18	3944

Bill To

Swinerton Builders
Bill Gray
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info

Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033

Qty	Description	Rate	Amount
	STOCKPILE AND COVER SOILS (PER 916/16 ATC REPORT) UNTIL TESTING IS COMPLETED ON 5/718		
8	*Laborer*	76.40	611.20
8	*Operator*	98.55	788.40
3	*Excavator*	200.00	600.00
5	*Scraper*	235.00	1,175.00
8	*Truck and Tools*	20.00	160.00
1	*15% O&P on Equipment and Material*	290.25	290.25
	Subtotal		3,624.85

Total	$41,821.84
Payments/Credits	$0.00
Balance Due	$41,821.84

Prepared by: _____ *Verified by:* _____

Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.

GROUND BREAKERS Construction Inc.
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

GBC Job #: 1607-2 Date: 4-27-018

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Stockpile & cover soils (per 9/16/16 ATC Report) until testing is completed

Equipment Mobilization

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
Hector	O				6		
Jesus	O				4		
Mattew	L				3		
Lloyd	O				4		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator	270	2	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck		3	75+operator	
Dozer		4	220+operator	
Scraper		5	235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment			20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:

Client [signature]

Contractor Lloyd Pitt

Subtotal: $

Overhead: ___ %

Profit: ___ %

Total: $

GROUND BREAKERS Construction Inc.
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

GBC Job #: 1607-2 Date: 4-30-18

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Stockpile & cover soils (per 9/16/16 ATC Report) until testing is completed

Equipment Mobilization

IN / OUT	Machine	Carrier	Rate	Total
4-26	627E	Ronyadon transport		
4-26	PC270	Ground breakers		

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
Lloyd Putt	O				6.5		
Hector	O				7		
Matteu	L				8		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator			200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer		6.5	220+operator	
Scraper		7	235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		8	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:	
Client	
Contractor Lloyd Putt	

Subtotal: $
Overhead: ___ %
Profit: ___ %
Total: $

Always Breaking New Ground

RON YADON TRANSPORT

3854 ESCONDIDO CYN RD
ACTON CA, 93510
ronyadon@sbcglobal.net
(818)581-6178 DISPATCH

Invoice

Invoice No:	6540
Date:	04/26/2018
Terms:	NET 30
Due Date:	05/26/2018

Bill To: GROUND BREAKERS CONSTRUCTION
malverez@gbreakers.com
2292 HAYRIDE RD
LEBEC ,CA 93243

Description	Quantity	Rate	Amount
PURPLE LOAD TRANSPORTED 627E CAT SCRAPER FROM 26105 SHERMAN RD, MENIFEE TO 2200 CARNEGIE CT , OXNARD	9.5	$140.00	$1,330.00
OVERSIZE PERMITS 1 OVERSIZE PERMIT REQUIRED FOR MENIFEE/RIVERSIDE COUNTY. PERMIT #TRP04418918	1	$100.00	$100.00
OVERSIZE PERMITS 1 OVERSIZE PERMIT REQUIRED FOR CITY OF OXNARD PERMIT #207114	1	$140.00	$140.00

Subtotal	$1,570.00
Total	$1,570.00
PAID	$0.00
Balance Due	**$1,570.00**

Notes

THANK YOU FOR USING RON YADON TRANSPORT

HDSUPPLY CONSTRUCTION & INDUSTRIAL WHITE CAP

ON ACCOUNT

069 - Bakersfield
3027 Landco Drive
Bakersfield, CA, 93308
(661) 335-7800

RECEIPT

28299365

Sold To: 47250000
GROUND BREAKERS CONST
PO BOX 520
LEBEC, CA, 93243
661-248-6490

Ship To: ****STOCK//MISC****-47250999,47250999
2292 HAYRIDE RD
LEBEC, CA, 93243
Job Site Contact:
Job Site Phone:
Map #:

Printed By : Mary R
Printed Date : 04/26/2018 02:32 PM PACIFIC

Ordered By: LLOYD PUTT

Contact Phone:

Order Number	Order Date	Request Date	Invoice Date	Salesperson
28299365	04/26/2018	04/26/2018		Harmon, D
Terms	**Shipping Method**	**Customer PO**		**Created By**
N30D	5. Walk In	1607-2		Mary R

LIN / BIN	Part# / H/M	Description / LOT/SN	Quantity ORD	Quantity SHP	Quantity BKO	UOM / Unit WT	Price / COO	Amount
1.1 1-B0703 2-B0708	161683368 VPN: 1086785	2"X60YRD RED DUCT TAPE 213	1	1	0	RL 1.71 LBS	$9.99	$9.99
2.1 1-B0801 2-B0805	109SLFGO VPN: 2321OG-509	2"X3"X21" GLO ORANGE LOCATOR FLAG 100/PK	1	1	0	SET 1.9 LBS	$10.99	$10.99
3.1 1-B0202	13148223102 VPN: 48-22-3102	BLACK MEDIUM POINT MARKER 2PK	1	1	0	EA .04 LBS	$4.69	$4.69
4.1 1-B0202	13148223104 VPN: 48-22-3104	BLACK FINE POINT MARKER 4PK	1	1	0	EA .03 LBS	$5.19	$5.19
5.1 1-B0801 2-B0802	109300OR VPN: TFO-509	300' ORANGE FLAGGING TAPE	1	1	0	RL .42 LBS	$2.59	$2.59
6.1 1-B0801 2-B0706	109300GL VPN: TFLG-509	150' GLO LIME FLAGGING TAPE	1	1	0	RL .42 LBS	$2.59	$2.59
7.1 1-B0103 2-B0205	1098210080B VPN: 82-10080B	100' NYLON CLAD TAPE 8THS BERGER	1	1	0	EA 3.5 LBS	$44.99	$44.99
8.1 1-D0203 2-M0604	170HH150 VPN: WTC107HH150	1-1/2"X50' NST HD DOUBLE JACKET FIRE HOSE	5	5	0	EA 16 LBS	$124.99	$624.95

HDSUPPLY CONSTRUCTION & INDUSTRIAL WHITE CAP

ON ACCOUNT

069 - Bakersfield
3027 Landco Drive
Bakersfield, CA, 93308
(661) 335-7800

RECEIPT

28299365

Sold To: 47250000
GROUND BREAKERS CONST
PO BOX 520
LEBEC, CA, 93243
661-248-6490

Ship To: ****STOCK//MISC****-47250999,47250999
2292 HAYRIDE RD
LEBEC, CA, 93243
Job Site Contact:
Job Site Phone:
Map #:

Printed By : Mary R
Printed Date : 04/26/2018 02:32 PM PACIFIC
Ordered By: LLOYD PUTT
Contact Phone:

Order Number	Order Date	Request Date	Invoice Date	Salesperson
28299365	04/26/2018	04/26/2018		Harmon, D
Terms	**Shipping Method**	**Customer PO**		**Created By**
N30D	5. Walk In	1607-2		Mary R

LN BIN	Part# H/M	Description LOT/SN	Quantity ORD	 SHP	 BKO	UOM Unit WT	Price COO	Amount
9.1 1-D1001	444BR12627 VPN: 3122000	LHSP TRANSFER STRONG STEP SHOVEL BRIGADE	1	1	0	EA 4.55 LBS	$17.99	$17.99
10.1 1-5YARD 2-W0101	4321020B VPN: 1020100B	10MIL 20'X100' BLACK POLYFILM VISQUEEN SOLD/ROLL	18	18	0	RL 95.7 LBS	$109.99	$1,979.82
11.1 1-D0000 2-D0405	170HHN112 VPN: WTC107HHN112	1-1/2" NST FIRE HOSE NOZZLE	1	1	0	EA .5 LBS	$29.99	$29.99
12.1 1-D0000	170GHA15 VPN: WTC170GHA1	2-1/2" NST TO 1-1/2" IPT HYDRANT ADAPTER	1	1	0	EA 1 LBS	$27.49	$27.49

Shipped amount		$2,761.27
Order charges		$0.00
Tax amount		$200.18
Lumber Tax rate/amount	1.00%	$0.00
Order total		$2,961.45
Deposit/funds tendered		$0.00
Balance due		$2,961.45

HDSUPPLY
CONSTRUCTION & INDUSTRIAL
WHITE CAP

ON ACCOUNT

069 - Bakersfield
3027 Landco Drive
Bakersfield, CA, 93308
(661) 335-7800

RECEIPT

28299365

Sold To: 47250000
GROUND BREAKERS CONST
PO BOX 520
LEBEC, CA, 93243
661-248-6490

Ship To : ****STOCK//MISC****-47250999,47250999
2292 HAYRIDE RD
LEBEC, CA, 93243
Job Site Contact:
Job Site Phone:
Map #:

REPORT DISCREPANCIES WITHIN 24 HRS.
IF YOU DIDN'T RECEIVE THE SERVICE YOU EXPECTED CALL JAMES JACKSON (916) 997-9524
NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
SEE REVERSE SIDE FOR TERMS AND CONDITIONS
WWW.WHITECAP.COM

PRINT:_____ SIGN : _____

SHIPPED WEIGHT: 1,816.67 LBS PULLED BY:_____ CHECKED BY: _____ LOADED BY: _____

WARNING: These products contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

Download any needed Safety Data Sheets (SDS) online today at sds.hdsupply.com

GROUND BREAKERS Construction Inc.
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

GBC Job #: 1607-2 Date: 5-01-18

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Stockpile & cover soils (per 9/16/16 ATC Report) until testing is completed

Equipment Mobilization

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	Break	Hours	Rate	Total
Lloyd Putt	O				5		
Hector	O				7		
Mattew	L				8		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator			200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer		8	220+operator	
Scraper		7	235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		8	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:

Client

Contractor Lloyd Putt

Subtotal: $

Overhead: %

Profit: %

Total: $

GROUND BREAKERS Construction Inc.
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

GBC Job #: 1607-2 Date: 5-02-18

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Stockpile & cover soils (per 9/16/16 ATC Report) until testing is completed

Equipment Mobilization

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
Lloyd Putt	O				4		
Hector	O				7		
Mattew	L				8		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		1	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer		3	220+operator	
Scraper		7	235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		8	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:

Client: W. Seay

Contractor: Lloyd Putt

Subtotal: $

Overhead: %

Profit: %

Total: $

HDSUPPLY

CONSTRUCTION & INDUSTRIAL
WHITE CAP

HD Supply Construction Supply, Ltd.
501 W. Church Street, Orlando, FL 32805-2247

INVOICE

BRANCH ADDRESS
007 - VENTURA
(805) 644-2226
6086 NICOLLE ST
VENTURA CA 93003
VENTURA

INVOICE NUMBER
50008120294
INVOICE DATE
05/02/2018
CUSTOMER PO NUMBER
LEMONWOOD 1607-2

ENROLLMENT TOKEN: MKX DDS PSM

TERRITORY:

SOLD TO: 47250000
14620 1 AB 0.408 E0094X I0121 D3583880435 S2 P5328945 0001:0001

GROUND BREAKERS CONST
PO BOX 520
LEBEC CA 93243-0520

Lemonwood TAM

SHIP TO: 47250999

****STOCK//MISC****-47250999
2292 HAYRIDE RD
LEBEC CA 93243

PLEASE REMIT PAYMENT TO:
HD SUPPLY CONSTRUCTION AND INDUSTRIAL - WHITE CAP
P.O. Box 6040
CYPRESS, CA 90630-0040

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
05/02/2018	28375646	LLOYD PUTT	HARMON, DOUGLAS D	TINOCO, ALMA D
BRANCH	**ACCT JOB NO.**	**TERMS**	**SHIP VIA / ROUTING**	**CUSTOMER JOB NO.**
007	47250999	NET 30 DAYS	0. WILL CALL	

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	********** DELIVERY TAG#: 9277015 **********	1	0	0	1	0.00	
1	4321020B	10MIL 20'X100' BLACK POLYFILM VISQUEEN SOLD/ROLL	18	125.000 RL	0	18	2,250.00	174.38

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.

Please take a quick 5 minute survey at http://www.WhiteCap.com/re-survey or typing in your browser. Thank you for your feedback and we look forward to hearing from you!

For questions regarding this invoice please call 1-800-WHITECAP (1-800-944-8322).

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit http://whitecap.com/misc/terms_and_conditions.pdf to view complete terms and conditions.

TOTAL GROSS	2,250.00
TOTAL TAX	174.38
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	2,424.38

RECEIVED BY: LLOYD P SIGNATURE COPY ON FILE

Please verify that the remit to address you are using agrees to the address shown at the top of this invoice.

0001:0001

HDSUPPLY
CONSTRUCTION & INDUSTRIAL
WHITE CAP

ON ACCOUNT

PACKING SLIP

28375646

007 - Ventura
6086 Nicolle St
Ventura, CA, 93003
(805) 644-2226

Sold To: 47250000
GROUND BREAKERS CONST
PO BOX 520
LEBEC, CA, 93243
661-248-6490

Ship To: ****STOCK//MISC****-47250999, 47250999
2292 HAYRIDE RD
LEBEC, CA, 93243
Job Site Contact:
Job Site Phone:
Map #:

Delivery : 9277015

Printed By : ALMA T
Printed Date : 05/02/2018 04:35 PM PACIFIC
Ordered By : LLOYD PUTT
Contact Ph# :

Order Number	Order Date	Request Date	Customer PO	Terms	Ship via/Routing	Sales Person	Created By
28375646	05/02/2018	05/03/2018	LEMONWOOD 1607-2	N30D	0. Will Call	Harmon, D	Alma T

LN / Bin	Part# / H/M	Description / LOT / S/N	Quantity ORD	SHP	BKO	U/M / Unit WT	Price / COO	Amount / Applied
1 1-E220101 2-E200201 3-E200301	4321020B VPN: 1020100B	10MIL 20'X100' BLACK POLYFILM VISQUEEN SOLD/ROLL	18	18	0	RL 95.7 LBS		

**********PACKING SLIP ONLY**********
********** THIS IS NOT AN INVOICE**********
REPORT DISCREPANCIES WITHIN 24 HRS.
IF YOU DIDN'T RECEIVE THE SERVICE YOU EXPECTED CALL BOB JACOBY (949) 794-5272
NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
SEE REVERSE SIDE FOR TERMS AND CONDITIONS
WWW.WHITECAP.COM

PRINT:_____ SIGN :_____

SHIPPED WEIGHT: 1,722.60 LBS PULLED BY:_____ CHECKED BY:_____ LOADED BY:_____

For all shipments being transported in HD Supply Construction Supply, Ltd. marked vehicles, HD Supply Construction Supply, Ltd. is the Carrier and Shipper. For shipments being transported by unrelated third parties, HD Supply Construction Supply, Ltd. is the Shipper

WARNING: These products contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

Download any needed Safety Data Sheets (SDS) online today at sds.hdsupply.com

GROUND BREAKERS Construction Inc.
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

GBC Job #: 1607-2 Date: 5-03-16

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Stockpile & cover soils (per 9/16/16 ATC Report) until testing is completed

Equipment Mobilization

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
Lloyd Puff	O				4		
Hector	O				7		
Mattew	L				8		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		1	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer		3	220+operator	
Scraper		7	235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		8	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:	
Client	
Contractor Lloyd Puff	

Subtotal: $
Overhead: ___ %
Profit: ___ %
Total: $

GROUND BREAKERS Construction Inc.
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

GBC Job #: 1607-2 Date: 5-04-18

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Stockpile & cover soils (per 9/16/16 ATC Report) until testing is completed

Equipment Mobilization

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	Break	Hours	Rate	Total
Lloyd Putt	O				3		
Hector	O				7		
Matthew	L				8		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator			200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer		3	220+operator	
Scraper		7	235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		8	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:

Client: D Dunton

Contractor: Lloyd Putt

Subtotal: $

Overhead: ___ %

Profit: ___ %

Total: $

GROUND BREAKERS Construction Inc.
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

GBC Job #: 1607-2 Date: 5-07-18

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Stockpile & cover soils (per 9/16/16 ATC Report) until testing is completed

Equipment Mobilization

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
Lloyd Putt	O				3		
Hector	O				5		
Mathew	L				8		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		3	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer			220+operator	
Scraper		5	235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		8	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:	
Client	**Subtotal:** $
	Overhead: ___ %
Contractor Lloyd Putt	**Profit:** ___ %
	Total: $

SWINERTON

July 5, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0342.2B Load, transport and legally dispose soils deemed unsuitable for reuse on project

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Legally dispose soil deemed unsuitable for re-use on project per DTSC. Soil to be disposed at Chiquita Landfill. Stockpiles 10 & 11 only

Phase	Category	Description	Subcontractor	Quote
024100	71140	Legally dispose soil deemed unsuitable for re-use on project per DTSC. Soil to be disposed at Chiquita Landfill. Stockpiles 10 & 11 only.	AMERICAN INTEGRATED SERVICES,INC.	102,702.13
310010	71140	Load stockpiles 10-11 only.	GROUNDBREAKERS CONSTRUCTION INC	7,519.95
			Subtotal	**110,222.08**
007480	71160	Subguard	1.15%	1,267.55
007410	71160	Builders Risk	0.6%	668.94
007420	71160	General Insurance	1.15%	1,282.13
007510	71160	P&P Bond	1%	1,102.22
991000	79999	Change Order Fee	5%	5,672.04
			Markup Subtotal	**9,992.88**
			PCI Total	**120,214.96**

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **120,214.96**.

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 cost and completion date..
- The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.

SWINERTON

» 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

Date: 7/05/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

PO#:

JOB: 36114 - Lemonwood Elementary School ***INVOICE #:***

QTY	DESCRIPTION	UOM	PRICE	TOTAL
0.5	PRECON & PROJECT DOCUMENTATION	LS	$5,500.00	$ 2,750.00
1975.00	T&D OF NON-HAZ SOIL (CLASS III)*	TON	$50.50	$ 99,737.50
4.25	CLEANUP LAST LOAD (24T MINIMUM)	TON	$50.50	$ 214.63
				$ 102,702.13
	** SEE ATTACHED DISPOAL LOG*			

NOTES:

Oxnard School District
Lemonwood Elementary School
CHIQUITA CANYON #2321
American Integrated Servcies
SOIL NONHAZARDOUS DISPOSAL LOG

Waste Connections Inc.

Date	Load	Manifest #	WT #	Vehicle	Tons	AOC
5/30/18	1	536749	1256634	AIS-GS108	24.00	STCK 10
5/30/18	1	536750	1256639	A-01	25.70	STCK 10
5/30/18	1	536751	1256646	A-F38	23.45	STCK 10
5/30/18	1	536752	1256655	A-525	24.54	STCK 10
5/30/18	1	536753	1256656	A-24	25.69	STCK 10
5/30/18	1	536754	1256674	A-CT01	26.99	STCK 10
5/30/18	1	536755	1256676	A-AMT02	25.97	STCK 10
5/30/18	1	536756	1256762	AIS-GS108	23.22	STCK 10
5/30/18	1	536757	1256810	A-01	25.70	STCK 10
5/30/18	1	536758	1256795	A-F38	26.52	STCK 10
5/30/18	1	536759	1256800	A-525	24.03	STCK 10
5/30/18	1	536760	1256815	A-24	25.56	STCK 10
5/30/18	1	536761	1256837	A-CT01	21.70	STCK 10
5/30/18	1	536762	1256833	A-AMT02	27.18	STCK 10
5/30/18	1	536763	1256922	AIS-GS108	24.44	STCK 10
5/30/18	1	536764	1256942	A-01	25.92	STCK 10
5/30/18	1	536765	1256923	A-F38	25.33	STCK 11
5/30/18	1	536766	1256926	A-525	23.89	STCK 11
5/30/18	1	536767	1256931	A-24	26.11	STCK 11
5/30/18	1	536768	1256944	A-AMT02	25.86	STCK 11
5/30/18	1	536769	1256948	A-CT01	24.21	STCK 11
5/31/18	1	536770	1257069	A-01	25.70	STCK 11
5/31/18	1	536771	1257078	A-F38	25.16	STCK 11
5/31/18	1	536772	1257089	A-CT01	24.39	STCK 11
5/31/18	1	536773	1257091	A-K25	26.03	STCK 11
5/31/18	1	536774	1257108	A-UT3	28.66	STCK 11
5/31/18	1	536775	1257117	A-525	24.20	STCK 11
5/31/18	1	536776	1257121	A-24	26.36	STCK 11
5/31/18	1	536777	1257125	A-CT5	24.63	STCK 11
5/31/18	1	536778	1257130	A-AMT02	26.34	STCK 11
5/31/18	1	536779	1257134	AIS-M15	24.46	STCK 11
5/31/18	1	536780	1257176	A-01	25.97	STCK 11
5/31/18	1	536781	1257186	A-F38	24.59	STCK 11
5/31/18	1	536782	1257213	A-CT01	24.06	STCK 11
5/31/18	1	536783	1257219	A-K25	25.55	STCK 11
5/31/18	1	536784	1257228	A-UT3	26.25	STCK 11
5/31/18	1	536785	1257233	A-525	22.86	STCK 11
5/31/18	1	536786	1257239	A-24	25.33	STCK 11
5/31/18	1	536787	1257245	A-CT5	24.41	STCK 11
5/31/18	1	536788	1257252	AIS-M15	24.15	STCK 11
5/31/18	1	536789	1257263	A-AMT02	25.31	STCK 11
5/31/18	1	536790	1257299	A-01	26.00	STCK 11
5/31/18	1	536791	1257326	A-F38	25.88	STCK 11
5/31/18	1	536792	1257325	A-K25	25.11	STCK 11
5/31/18	1	536793	1257355	A-CT01	23.19	STCK 11
5/31/18	1	536794	1257346	A-UT3	28.67	STCK 11
5/31/18	1	536795	1257347	A-525	24.07	STCK 11
5/31/18	1	536796	1257350	A-24	25.74	STCK 11

Oxnard School District
Lemonwood Elementary School
CHIQUITA CANYON #2321
American Integrated Servcies
SOIL NONHAZARDOUS DISPOSAL LOG

WASTE CONNECTIONS INC.

Date	Load	Manifest #	WT #	Vehicle	Tons	AOC
5/31/18	1	536797	1257372	A-CT5	24.07	STCK 11
5/31/18	1	536798	1257373	AIS-M15	23.83	STCK 11
6/1/18	1	536799	1257498	A-AMT02	25.27	STCK 11
6/1/18	1	536802	1257589	A-01	25.87	STCK 11
6/1/18	1	536803	1257596	A-F38	24.86	STCK 11
6/1/18	1	536804	1257611	A-K25	26.47	STCK 11
6/1/18	1	536805	1257619	A-525	22.95	STCK 11
6/1/18	1	536806	1257627	A-24	23.43	STCK 11
6/1/18	1	536807	1257649	A-CT01	23.43	STCK 11
6/1/18	1	536808	1257656	A-02	27.40	STCK 11
6/1/18	1	536809	1257659	A-AMT02	24.88	STCK 11
6/1/18	1	536810	1257688	A-362	24.75	STCK 11
6/1/18	1	536811	1257672	AIS-M15	22.73	STCK 11
6/1/18	1	536812	1257686	AIS-CT08	22.41	STCK 11
6/1/18	1	536813	1257746	A-01	25.78	STCK 11
6/1/18	1	536814	1257754	A-F38	25.59	STCK 11
6/1/18	1	536815	1257759	A-K25	25.40	STCK 11
6/1/18	1	536816	1257763	A-525	23.65	STCK 11
6/1/18	1	536817	1257775	A-24	26.30	STCK 11
6/1/18	1	536818	1257804	A-CT01	25.42	STCK 11
6/1/18	1	536819	1257816	A-02	26.02	STCK 11
6/1/18	1	536820	1257822	A-AMT02	24.98	STCK 11
6/1/18	1	536821	1257833	AIS-MI5	23.20	STCK 11
6/1/18	1	536822	1257859	A-362	26.47	STCK 11
6/1/18	1	536823	1257855	AIS-CT08	24.67	STCK 11
6/1/18	1	536824	1257912	A-01	24.92	STCK 11
6/1/18	1	536847	1257936	A-F38	25.74	STCK 11
6/1/18	1	536848	1257938	A-K25	25.56	STCK 11
6/1/18	1	536849	1257923	A-525	24.06	STCK 11
6/1/18	1	536850	1257941	A-24	26.06	STCK 11
6/1/18	1	536852	1257974	A-CT01	19.75	STCK 11

TOTAL LOADS **79**

TOTAL TONS **1,975.00**

GROUND BREAKERS Construction Inc.

PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
6/19/18	3975

Bill To

Swinerton Builders
Bill Gray
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info

Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033

Qty	Description	Rate	Amount
	LOAD PILES 10 AND 11		
	STOCKPILE AND COVER SOILS (PER 916/16 ATC REPORT) UNTIL TESTING IS COMPLETED ON 5/30/18		
8	*Laborer*	76.40	611.20
6	*Operator*	98.55	591.30
6	*Dozer*	220.00	1,320.00
4	*Truck and Tools*	20.00	80.00
1	*15% O&P on Equipment and Material*	210.00	210.00
	Subtotal		2,812.50
	STOCKPILE AND COVER SOILS (PER 916/16 ATC REPORT) UNTIL TESTING IS COMPLETED ON 5/31/18		
5	*Laborer*	76.40	382.00
5	*Operator*	98.55	492.75
5	*Excavator*	200.00	1,000.00
5	*Truck and Tools*	20.00	100.00
1	*15% O&P on Equipment and Material*	165.00	165.00
	Subtotal		2,139.75
	STOCKPILE AND COVER SOILS (PER 916/16 ATC REPORT) UNTIL TESTING IS COMPLETED ON 6/01/18		
6	*Laborer*	76.40	458.40
6	*Operator*	98.55	591.30
6	*Excavator*	200.00	1,200.00
6	*Truck and Tools*	20.00	120.00
1	*15% O&P on Equipment and Material*	198.00	198.00
	Subtotal		2,567.70

Total	$7,519.95
Payments/Credits	$0.00
Balance Due	$7,519.95

Prepared by: _____ *Verified by:* _____

Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.

SWINERTON

July 17, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0342.3

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Legally transport and dispose approximately 5200 tons of Phase II excavated soil deemed unsuitable for re-use by DTSC. Material to be delivered and received by a Class I Hazardous Waste Facility. Stockpiles 1-9 Only.

Phase	Category	Description	Subcontractor	Quote
024100	71140	Legally transport and dispose approximately 9000 tons of Phase II excavated soil deemed unsuitable for re-use by DTSC. Material to be delivered and received by a Class I Hazardous Waste Facility. Stockpiles 1-9 only	AMERICAN INTEGRATED SERVICES,INC.	491,467.52
310010	71140	Prepare stockpiles and load material for legal disposal. Stockpiles 1-9 only.	GROUNDBREAKERS CONSTRUCTION INC	32,826.65
			Subtotal	**524,294.17**
007480	71160	Subguard	1.15%	6,029.38
007410	71160	Builders Risk	0.6%	3,181.94
007420	71160	General Insurance	1.15%	6,098.72
007510	71160	P&P Bond	1%	5,242.94
991000	79999	Change Order Fee	5%	26,980.21
			Markup Subtotal	**47,533.19**
			PCI Total	**571,827.36**

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **571,827.36.**

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 cost and completion date..

SWINERTON

» The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within 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

Date: 7/17/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

GROUND BREAKERS Construction Inc.

PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
7/12/18	3989

Bill To

Swinerton Builders
Bill Gray
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info

Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033
Stockplies 1-9

Qty	Description	Rate	Amount
	STOCKPILES 1 -9 ON 6/8/18		
8	*Laborer*	76.40	611.20
10	*Operator*	98.55	985.50
2	*Dozer*	220.00	440.00
8	*Scraper*	235.00	1,880.00
8	*Truck and Tools*	20.00	160.00
1	*15% O&P on Equipment and Material*	372.00	372.00
	Subtotal		4,448.70
	CONSOLIDATE STOCKPILES 1-9 ON 6/11/18		
13	*Operator*	98.55	1,281.15
3	*Excavator*	200.00	600.00
4	*Dozer*	220.00	880.00
6	*Scraper*	235.00	1,410.00
8	*Truck and Tools*	20.00	160.00
1	*15% O&P on Equipment and Material*	457.50	457.50
	Subtotal		4,788.65
	LOAD STOCKPILES 1-9 ON 6/12/18		
6	*Laborer*	76.40	458.40
4	*Operator*	98.55	394.20
4	*Excavator*	200.00	800.00
4	*Truck and Tools*	20.00	80.00
1	*TOMICIC's Street Sweeping*	700.00	700.00
1	*15% O&P on Equipment and Material*	237.00	237.00
	Subtotal		2,669.60
	STOCKPILES 1-9 ON 6/13/18		
5	*Laborer*	76.40	382.00
5	*Operator*	98.55	492.75
5	*Excavator*	200.00	1,000.00
4	*Truck and Tools*	20.00	80.00

Total

Payments/Credits

Balance Due

Prepared by: _____ *Verified by:* _____

Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.

GROUND BREAKERS Construction Inc.

PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
7/12/18	3989

Bill To

Swinerton Builders
Bill Gray
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info

Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033
Stockplies 1-9

Qty	Description	Rate	Amount
1	*TOMICIC's Street Sweeping*	700.00	700.00
1	*15% O&P on Equipment and Material*	267.00	267.00
	Subtotal		2,921.75
	STOCKPILES 1-9 ON 6/14/18		
5	*Laborer*	76.40	382.00
5	*Operator*	98.55	492.75
5	*Excavator*	200.00	1,000.00
4	*Truck and Tools*	20.00	80.00
1	*TOMICIC's Street Sweeping*	700.00	700.00
1	*15% O&P on Equipment and Material*	267.00	267.00
	Subtotal		2,921.75
	STOCKPILES 1-9 ON 6/15/18		
5	*Laborer*	76.40	382.00
5	*Operator*	98.55	492.75
5	*Excavator*	200.00	1,000.00
4	*Truck and Tools*	20.00	80.00
1	*15% O&P on Equipment and Material*	162.00	162.00
	Subtotal		2,116.75
	STOCKPILES 1-9 ON 6/18/18		
10	*Laborer*	76.40	764.00
5	*Truck and Tools*	20.00	100.00
1	*15% O&P on Equipment and Material*	15.00	15.00
	Subtotal		879.00
	STOCKPILES 1-9 ON 6/19/18		
5	*Laborer*	76.40	382.00
5	*Operator*	98.55	492.75
5	*Excavator*	200.00	1,000.00
4	*Truck and Tools*	20.00	80.00

Total

Payments/Credits

Balance Due

Prepared by: _____ *Verified by:* _____

Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.

GROUND BREAKERS Construction Inc.

PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
7/12/18	3989

Bill To

Swinerton Builders
Bill Gray
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info

Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033
Stockplies 1-9

Qty	Description	Rate	Amount
1	*TOMICIC's Street Sweeping*	700.00	700.00
1	*15% O&P on Equipment and Material*	267.00	267.00
	Subtotal		2,921.75
	STOCKPILES 1-9 ON 6/20/18		
8	*Laborer*	76.40	611.20
8	*Operator*	98.55	788.40
5	*Excavator*	200.00	1,000.00
3	*Dozer*	220.00	660.00
8	*Truck and Tools*	20.00	160.00
1	*TOMICIC's Street Sweeping*	700.00	700.00
1	*15% O&P on Equipment and Material*	378.00	378.00
	Subtotal		4,297.60
	STOCKPILES 1-9 PM 6/21/18		
8	*Laborer*	76.40	611.20
8	*Operator*	98.55	788.40
4	*Excavator*	200.00	800.00
4	*Dozer*	220.00	880.00
2	*Scraper*	235.00	470.00
8	*Truck and Tools*	20.00	160.00
1	*TOMICIC's Street Sweeping*	700.00	700.00
1	*15% O&P on Equipment and Material*	451.50	451.50
	Subtotal		4,861.10

Total	$32,826.65
Payments/Credits	$0.00
Balance Due	$32,826.65

Prepared by: _____ *Verified by:* _____

Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.

Stockpiles 1-9

GROUND BREAKERS Construction Inc.

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

GBC Job #: 1607-2 Date: 6-8-2018

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Stockpile & cover soils (per 9/16/16 ATC Report) ~~until testing is completed~~

Equipment Mobilization STOCKPILES 1-9

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
Hector	O				8		
Mattew	L				8		
Curtis	O				2		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator			200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer		2	220+operator	
Scraper		8	235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		8	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:

Client: CHRIS BARBATO 6/14/18

Contractor: Lloyd Ruff

Subtotal: $

Overhead: %

Profit: %

Total: $

GROUND BREAKERS Construction Inc.
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

GBC Job #: 1607-2 Date: 6-11-2018

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Stockpile & cover soils (per 9/16/16 ATC Report) until testing is completed

Equipment Mobilization Consolidate STOCK PILES 1-9

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
Lloyd Putt	O				7		
Hector	O				6		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		3	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer		4	220+operator	
Scraper		6	235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		8	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:

Client: Chris Barbato 6/18/18

Contractor: Lloyd Putt

Subtotal: $

Overhead: ___ %

Profit: ___ %

Total: $

(street sweeper)

GROUND BREAKERS Construction Inc.
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

GBC Job #: 1607-2 Date: 6-12-2018

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Stockpile & cover soils (per 9/16/16 ATC Report) until testing is completed

Equipment Mobilization LOAD STOCKPILES 1-9

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
Lloyd Putt	O				4		
Hector	L				6		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		4	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer			220+operator	
Scraper			235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		4	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total
STREET Sweeper	Hourly	

Approved By:

Client: Chris Barrera 6/14/18

Contractor: Lloyd Putt

Subtotal: $

Overhead: ___ %

Profit: ___ %

Total: $

TOMICIC'S
Pressure Washing Services, LLC
1042 N. Mountain Ave., B407
Upland, CA 91786
Bus (800) 675-2703
Fax (909) 356-5448
tpwandsweeping@aol.com

Invoice No. 0013295

Invoice

Bill To
Ground Breakers Construction, Inc
2292 Hayride Rd.
Lebec, CA 93243

Property Name
Lemonwood Elementary
2200 Carnegie Ct
Oxnard, CA 93033

Date: 6/13/2018	*Vendor No:*	*Revolving:*	*Terms:* Paid by Visa

	Service Code	Description		TOTAL
	1003	Sweeping Service (work order #6198) 06/12 ***Paid In Full*** Visa ending in 1782 paid $700 on 6/13 PAID DATE Visa 6/13	$700.00	$700.00
			SubTotal	$700.00
				$0.00
			TOTAL	$700.00

We appreciate your business!

(street sweeper)

GROUND BREAKERS Construction Inc.

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

GBC Job #: 1607-2 Date: 6-13-2018

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Stockpile & cover soils (per 9/16/16 ATC Report) until testing is completed

Equipment Mobilization STOCK PILES 1-9 6AM-11AM LOADING AIS

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
Hector	O				5		
Matthew	L				5		
~~Isaac~~	~~O~~				~~7~~		
~~Eduardo~~	~~O~~				~~7~~		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		5	200+operator	
Dump Truck		~~16~~	105	
Wheel Loader			220+operator	
Water Truck		~~5~~	75+operator	
Dozer			220+operator	
Scraper			235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		4	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:

Client CHRIS BARRATO 6/14/18

Contractor

Subtotal: $

Overhead: ___ %

Profit: ___ %

Total: $

Always Breaking New Ground

TOMICIC'S
Pressure Washing Services, LLC
1042 N. Mountain Ave., B407
Upland, CA 91786
Bus (800) 675-2703
Fax (909) 356-5448
tpwandsweeping@aol.com

Invoice No. 0013304

Invoice

Bill To
Ground Breakers Construction, Inc
2292 Hayride Rd.
Lebec, CA 93243

Property Name
Lemonwood Elementary
2200 Carnegie Ct
Oxnard, CA 93033

Date: 6/18/2018	*Vendor No:*	*Revolving:*	*Terms:* Paid by Visa

	Service Code	Description		TOTAL
	1003	Sweeping Service (work order #6199) 06/13 ***Paid in Full*** Visa ending in 1782 paid $700 on 6/13 PAID DATE 6/13 CK NO VISA	$700.00	$700.00
			SubTotal	$700.00
				$0.00
			TOTAL	$700.00

We appreciate your business!

GROUND BREAKERS Construction Inc.
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

GBC Job #: 1607-2 Date: 6/14

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Soils Handling (per 9/16/16 ATC Report)

Equipment Mobilization STOCK PILES 1-9

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
Hector	O				~~8~~ 5		
MATTHEW	L				~~8~~ 5		
~~Isaac~~	~~O~~				~~8~~		
~~Eduardo~~	~~O~~				~~8~~		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		~~8~~ 5	200+operator	
Dump Truck		~~16~~	105	
Wheel Loader			220+operator	
Water Truck		~~5~~	75+operator	
Dozer			220+operator	
Scraper			235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		~~8~~ 4	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:	Subtotal: $
Client	Overhead: ___ %
	Profit: ___ %
Contractor	Total: $

TOMICIC'S
Pressure Washing Services, LLC
1042 N. Mountain Ave., B407
Upland, CA 91786
Bus (800) 675-2703
Fax (909) 356-5448
tpwandsweeping@aol.com

Invoice No. 0013305

Invoice

Bill To
Ground Breakers Construction, Inc
2292 Hayride Rd.
Lebec, CA 93243

Property Name
Lemonwood Elementary
2200 Carnegie Ct
Oxnard, CA 93033

Date: 6/18/2018	*Vendor No:*	*Revolving:*	*Terms:* Paid by Visa

	Service Code	Description		TOTAL
	1003	Sweeping Service (work order # 6200) 06/14 ***Paid in Full*** Visa ending in 1782 paid $700 on 6/14 PAID VISA DATE 6/14	$700.00	$700.00
			SubTotal	$700.00
				$0.00
			TOTAL	$700.00

We appreciate your business!

X

GROUND BREAKERS Construction Inc.
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

GBC Job #: 1607-2 Date: 6/15

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033 STOCK PILE PARKING LOT for trading

Description of Work: Soils Handling (per 9/16/16 ATC Report)

Equipment Mobilization STOCK PILES 1-9

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
HECTOR	O				8 5		
MATTHEW	L				8 5		
~~ISAAC~~					8		
~~Eduardo~~					8		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		8 5	200+operator	
Dump Truck		16	105	
Wheel Loader			220+operator	
Water Truck		5	75+operator	
Dozer		3	220+operator	
Scraper			235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		8 4	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:	
Client	**Subtotal:** $
	Overhead: ___ %
Contractor	**Profit:** ___ %
	Total: $

GROUND BREAKERS Construction Inc.
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

GBC Job #: 1607-2 Date: 6/18

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Soils Handling (per 9/16/16 ATC Report) STOCK PILES 1-9

Equipment Mobilization STOCK PILES 1-9

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
HECTOR	L				5		
MATTHEW	L				5		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator			200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer			220+operator	
Scraper			235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		5	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:

Client

Contractor

Subtotal: $

Overhead: ___ %

Profit: ___ %

Total: $

GROUND BREAKERS Construction Inc.
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

GBC Job #: 1607-2 Date: 6/19

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Soils Handling (per 9/16/16 ATC Report)

Equipment Mobilization STOCK PILES 1-9

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
HECTOR	O				5		
MATTHEW	L				5		
~~ISAAC~~							
~~Eduardo/Kev~~							

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		5	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer			220+operator	
Scraper			235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		4	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:	
Client	**Subtotal:** $
	Overhead: ___ %
Contractor	**Profit:** ___ %
	Total: $

TOMICIC'S
Pressure Washing Services, LLC
1042 N. Mountain Ave., B407
Upland, CA 91786
Bus (800) 675-2703
Fax (909) 356-5448
tpwandsweeping@aol.com

Invoice No. 0013313

Invoice

Bill To
Ground Breakers Construction, Inc
2292 Hayride Rd.
Lebec, CA 93243

Property Name
Lemonwood Elementary
2200 Carnegie Ct
Oxnard, CA 93033

Date: 6/22/2018	*Vendor No:*	*Revolving:*	*Terms:* Paid by Visa

06/19

	Service Code	Description		TOTAL
	1003	Sweeping Service (work order #6203)	$700.00	$700.00
		Paid in Full		
		Visa ending 1782 paid $700 on 6/19		
		PAID DATE CK NO VISA 6/19		
			SubTotal	$700.00
				$0.00
			TOTAL	$700.00

We appreciate your business!

GROUND BREAKERS Construction Inc.
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

GBC Job #: 1607-2 Date: 6/20

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Soils Handling (per 9/16/16 ATC Report)

Equipment Mobilization STOCK PILES 1-9

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
HECTOR	O				8		
MATTHEW	L				8		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		5	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer		3	220+operator	
Scraper			235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		8	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:	
Client	**Subtotal:** $
	Overhead: ___ %
Contractor	**Profit:** ___ %
	Total: $

TOMICIC'S
Pressure Washing Services, LLC
1042 N. Mountain Ave., B407
Upland, CA 91786
Bus (800) 675-2703
Fax (909) 356-5448
tpwandsweeping@aol.com

Invoice No. 0013314

Invoice

Bill To
Ground Breakers Construction, Inc
2292 Hayride Rd.
Lebec, CA 93243

Property Name
Lemonwood Elementary
2200 Carnegie Ct
Oxnard, CA 93033

Date: 6/22/2018	*Vendor No:*	*Revolving:*	*Terms:* Paid by Visa

	Service Code	Description		TOTAL
	1003	Sweeping Service (work order #6204) 06/20 ***Paid in Full*** Visa ending in 1782 paid $700 on 6/20 PAID CK NO Visa DATE 6/25	$700.00	$700.00
			SubTotal	$700.00
				$0.00
			TOTAL	$700.00

We appreciate your business!

GROUND BREAKERS Construction Inc.
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

GBC Job #: 1607-2 Date: 6/21

Customer Name: SWINERTON BUILDERS

Job Name / Address: Lemonwood K-8 2200 Carnegie Ct Oxnard, CA 93033

Description of Work: Soils Handling (per 9/16/16 ATC Report)

Equipment Mobilization STOCK PILES 1-9

IN / OUT	Machine	Carrier	Rate	Total

Laborer/Operator/ Superintendent Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
HECTOR	O				8		
MATTHEW	L				8		

Equipment Record (4HR minimum)

Type	Machine	Hours	Rate	Total
Excavator		4	200+operator	
Dump Truck			105	
Wheel Loader			220+operator	
Water Truck			75+operator	
Dozer		4	220+operator	
Scraper		2	235+operator	
Skid Loader			140+operator	
Truck, tools, Safety Equipment		8	20+operator	
Saw, breaker, small equipment			15+operator	

Material Record

Type	Quantity	Total

Approved By:	Subtotal: $
Client	Overhead: ___ %
Contractor	Profit: ___ %
	Total: $

TOMICIC'S
Pressure Washing Services, LLC
1042 N. Mountain Ave., B407
Upland, CA 91786
Bus (800) 675-2703
Fax (909) 356-5448
tpwandsweeping@aol.com

Invoice No. 0013315

Invoice

Bill To
Ground Breakers Construction, Inc
2292 Hayride Rd.
Lebec, CA 93243

Property Name
Lemonwood Elementary
2200 Carnegie Ct
Oxnard, CA 93033

Date: 6/22/2018	*Vendor No:*	*Revolving:*	*Terms:* Paid by Visa

04/21

	Service Code	Description		TOTAL
	1003	Sweeping Service (woek order #6205)	$700.00	$700.00
		Paid in full* Visa ending in 1782 paid $700 on 6/21		
			SubTotal	$700.00
				$0.00
			TOTAL	$700.00

PAID
CK NO VISA
DATE 6/21

We appreciate your business!

American Integrated Services, Inc.
P.O. Box 92316
Long Beach CA 90809-2316
(310) 522-1168

License: 757133

Invoice

Invoice#: 1000881
AIS Project#: 36114
Date: 06/26/2018

Billed To: SWINERTON BUILDERS
17731 MITCHELL NORTH #200
IRVINE CA 92614

Project: LEMONWOOD K8-2200 CARNEGIE CRT
2200 CARNEGIE COURT
OXNARD CA 93033

Contact:

Phone: (562) 597-1055

Description of Services: 36114 Swinerton JW Demo

Client Project#:

Client PO#:

Qty	Description	Service Date	Unit Price	Amount
5,132.82	T&D RCRA-Haz Soil to Buttonwillow		$95.75	$491,467.52

Remit to Addess:
American Integrated Services, Inc.
P.O. Box 92316
Long Beach, CA 90809-2316

American Integrated Services Tax ID No.
95-4698255

Non-Taxable Amount:	$491,467.52
Taxable Amount:	$0.00
Sales Tax:	$0.00
Amount Due	**$491,467.52**

Oxnard School District
Lemonwood Elementary School
Clean Harbors - Buttonwillow - CH1664402
NON-RCRA HAZARDOUS DISPOSAL LOG

mnfstd_date	load_count	mnfst_no	trackg_no	soil_wgt	wgt_uom
6/12/2018	1	016284809JJK	66454594	42,280.00	LBS
6/12/2018	1	016284810JJK	66454595	50,100.00	LBS
6/12/2018	1	016284811JJK	66454596	48,600.00	LBS
6/12/2018	1	016284812JJK	66454617	48,060.00	LBS
6/12/2018	1	016284813JJK	66454618	49,620.00	LBS
6/12/2018	1	016284814JJK	66454619	46,660.00	LBS
6/12/2018	1	016284815JJK	66454620	48,500.00	LBS
6/12/2018	1	016284816JJK	66454621	46,100.00	LBS
6/12/2018	1	016284817JJK	66454623	50,340.00	LBS
6/12/2018	1	016284818JJK	66454624	46,960.00	LBS
6/12/2018	1	016284819JJK	66454625	47,320.00	LBS
6/12/2018	1	016284820JJK	66454626	50,180.00	LBS
6/12/2018	1	016284821JJK	66454628	48,520.00	LBS
6/12/2018	1	016284822JJK	66454629	47,560.00	LBS
6/12/2018	1	016284823JJK	66454632	47,700.00	LBS
6/12/2018	1	016284824JJK	66454633	45,040.00	LBS
6/12/2018	1	016284825JJK	66454634	50,400.00	LBS
6/12/2018	1	016284826JJK	66454635	48,780.00	LBS
6/12/2018	1	016284827JJK	66454638	48,350.00	LBS
6/12/2018	1	016284828JJK	66454639	48,580.00	LBS
6/12/2018	1	016284829JJK	66454640	45,260.00	LBS
6/12/2018	1	016284830JJK	66454641	40,720.00	LBS
6/12/2018	1	016284831JJK	66454647	52,320.00	LBS
6/12/2018	1	016284832JJK	66454648	48,720.00	LBS
6/12/2018	1	016284833JJK	66454649	47,740.00	LBS
6/12/2018	1	016284834JJK	66454650	49,840.00	LBS
6/12/2018	1	016284835JJK	66454651	48,500.00	LBS
6/12/2018	1	016284836JJK	66454652	49,380.00	LBS
6/12/2018	1	016284837JJK	66454653	49,960.00	LBS
6/13/2018	1	016284838JJK	66459931	43,140.00	LBS
6/13/2018	1	016284839JJK	66459932	48,200.00	LBS
6/13/2018	1	016284840JJK	66459933	47,040.00	LBS
6/13/2018	1	016284841JJK	66459935	46,780.00	LBS
6/13/2018	1	016284842JJK	66459936	49,640.00	LBS
6/13/2018	1	016284843JJK	66459937	48,720.00	LBS
6/13/2018	1	016284844JJK	66459941	49,000.00	LBS
6/13/2018	1	016284845JJK	66459942	45,400.00	LBS
6/13/2018	1	016284846JJK	66459943	47,300.00	LBS
6/13/2018	1	016284847JJK	66459944	46,940.00	LBS
6/13/2018	1	016284848JJK	66459945	48,020.00	LBS
6/13/2018	1	016284849JJK	66460893	48,140.00	LBS
6/13/2018	1	016284850JJK	66460894	49,700.00	LBS
6/13/2018	1	016284851JJK	66460895	48,680.00	LBS
6/13/2018	1	016284852JJK	66460896	50,360.00	LBS
6/13/2018	1	016284853JJK	66460897	47,800.00	LBS
6/13/2018	1	016284854JJK	66460898	49,180.00	LBS

Oxnard School District
Lemonwood Elementary School
Clean Harbors - Buttonwillow - CH1664402
NON-RCRA HAZARDOUS DISPOSAL LOG

mnfstd_date	load_count	mnfst_no	trackg_no	soil_wgt	wgt_uom
6/13/2018	1	016284855JJK	66460899	49,480.00	LBS
6/13/2018	1	016284856JJK	66460900	52,120.00	LBS
6/13/2018	1	016284857JJK	66460901	47,100.00	LBS
6/13/2018	1	016284858JJK	66460902	47,940.00	LBS
6/13/2018	1	016284859JJK	66460903	40,160.00	LBS
6/13/2018	1	016284860JJK	66461427	50,480.00	LBS
6/13/2018	1	016284861JJK	66461428	51,440.00	LBS
6/13/2018	1	016284862JJK	66461434	49,240.00	LBS
6/13/2018	1	016284863JJK	66461435	48,400.00	LBS
6/13/2018	1	016284864JJK	66461437	49,040.00	LBS
6/13/2018	1	016284865JJK	66461438	49,900.00	LBS
6/13/2018	1	016284866JJK	66461439	46,660.00	LBS
6/13/2018	1	016284867JJK	66461441	52,160.00	LBS
6/14/2018	1	016284868JJK	66480683	48,860.00	LBS
6/14/2018	1	016284869JJK	66480684	49,800.00	LBS
6/14/2018	1	016284870JJK	66480685	47,740.00	LBS
6/14/2018	1	016284871JJK	66480686	48,440.00	LBS
6/14/2018	1	016284872JJK	66480687	51,560.00	LBS
6/14/2018	1	016284873JJK	66480688	49,360.00	LBS
6/14/2018	1	016284874JJK	66480689	50,160.00	LBS
6/14/2018	1	016284875JJK	66480690	45,960.00	LBS
6/14/2018	1	016284876JJK	66480691	44,420.00	LBS
6/14/2018	1	016284877JJK	66480692	48,740.00	LBS
6/14/2018	1	016284878JJK	66480693	46,520.00	LBS
6/14/2018	1	016284879JJK	66481132	48,160.00	LBS
6/14/2018	1	016284880JJK	66481134	51,040.00	LBS
6/14/2018	1	016284881JJK	66481135	49,780.00	LBS
6/14/2018	1	016284882JJK	66481137	49,460.00	LBS
6/14/2018	1	016284883JJK	66481138	47,340.00	LBS
6/14/2018	1	016284884JJK	66481139	49,360.00	LBS
6/14/2018	1	016284885JJK	66481140	51,980.00	LBS
6/14/2018	1	016284886JJK	66481141	51,200.00	LBS
6/14/2018	1	016284887JJK	66481143	46,980.00	LBS
6/14/2018	1	016284888JJK	66481150	46,800.00	LBS
6/14/2018	1	016284889JJK	66481151	45,760.00	LBS
6/14/2018	1	016284890JJK	66481702	52,780.00	LBS
6/14/2018	1	016284891JJK	66481710	51,400.00	LBS
6/14/2018	1	016284892JJK	66481711	48,700.00	LBS
6/14/2018	1	016284893JJK	66481714	47,420.00	LBS
6/14/2018	1	016284894JJK	66481715	46,960.00	LBS
6/14/2018	1	016284895JJK	66481716	50,360.00	LBS
6/14/2018	1	016284896JJK	66481717	49,320.00	LBS
6/15/2018	1	016284897JJK	66507504	49,820.00	LBS
6/15/2018	1	016284898JJK	66510528	46,760.00	LBS
6/15/2018	1	016284899JJK	66510529	49,960.00	LBS
6/15/2018	1	016284900JJK	66510530	47,120.00	LBS

Oxnard School District
Lemonwood Elementary School
Clean Harbors - Buttonwillow - CH1664402
NON-RCRA HAZARDOUS DISPOSAL LOG

mnfstd_date	load_count	mnfst_no	trackg_no	soil_wgt	wgt_uom
6/15/2018	1	016284901JJK	66510531	48,000.00	LBS
6/15/2018	1	016284902JJK	66510532	43,760.00	LBS
6/15/2018	1	016284903JJK	66510533	53,860.00	LBS
6/15/2018	1	016284904JJK	66510534	47,360.00	LBS
6/15/2018	1	016284905JJK	66510535	49,740.00	LBS
6/15/2018	1	016284906JJK	66510536	48,900.00	LBS
6/15/2018	1	016284907JJK	66510537	49,480.00	LBS
6/15/2018	1	016284908JJK	66510538	49,360.00	LBS
6/15/2018	1	016284909JJK	66510540	46,120.00	LBS
6/15/2018	1	016284910JJK	66510541	51,040.00	LBS
6/15/2018	1	016284911JJK	66510542	52,680.00	LBS
6/15/2018	1	016284912JJK	66510543	50,380.00	LBS
6/15/2018	1	016284913JJK	66510544	49,540.00	LBS
6/15/2018	1	016284914JJK	66510545	50,640.00	LBS
6/15/2018	1	016284915JJK	66510546	43,140.00	LBS
6/15/2018	1	016284916JJK	66510547	52,840.00	LBS
6/15/2018	1	016284917JJK	66510548	47,640.00	LBS
6/15/2018	1	016284918JJK	66510549	50,340.00	LBS
6/15/2018	1	016284919JJK	66510550	52,740.00	LBS
6/15/2018	1	016284920JJK	66510551	50,080.00	LBS
6/15/2018	1	016284921JJK	66510552	49,800.00	LBS
6/15/2018	1	016284922JJK	66510553	50,420.00	LBS
6/15/2018	1	016284923JJK	66510554	48,260.00	LBS
6/15/2018	1	016284924JJK	66510555	49,840.00	LBS
6/15/2018	1	016284925JJK	66510556	45,040.00	LBS
6/18/2018	1	016284926JJK	66543863	47,440.00	LBS
6/18/2018	1	016284927JJK	66543864	51,260.00	LBS
6/18/2018	1	016284928JJK	66543865	48,520.00	LBS
6/18/2018	1	016284929JJK	66543866	48,700.00	LBS
6/18/2018	1	016284930JJK	66543867	44,800.00	LBS
6/18/2018	1	016284931JJK	66543868	44,440.00	LBS
6/18/2018	1	016284932JJK	66543870	45,040.00	LBS
6/18/2018	1	016284933JJK	66543909	48,200.00	LBS
6/18/2018	1	016284934JJK	66543910	49,340.00	LBS
6/18/2018	1	016284935JJK	66543915	51,860.00	LBS
6/18/2018	1	016284936JJK	66543916	50,220.00	LBS
6/18/2018	1	016284937JJK	66544596	47,960.00	LBS
6/18/2018	1	016284938JJK	66544597	43,880.00	LBS
6/18/2018	1	016284939JJK	66544598	50,940.00	LBS
6/18/2018	1	016284940JJK	66544602	49,940.00	LBS
6/18/2018	1	016284941JJK	66544603	46,560.00	LBS
6/18/2018	1	016284942JJK	66544604	58,480.00	LBS
6/18/2018	1	016284943JJK	66544605	47,440.00	LBS
6/18/2018	1	016284944JJK	66544606	41,980.00	LBS
6/18/2018	1	016284945JJK	66544607	51,900.00	LBS
6/18/2018	1	016284946JJK	66544609	48,180.00	LBS

Oxnard School District
Lemonwood Elementary School
Clean Harbors - Buttonwillow - CH1664402
NON-RCRA HAZARDOUS DISPOSAL LOG

mnfstd_date	load_count	mnfst_no	trackg_no	soil_wgt	wgt_uom
6/18/2018	1	016284947JJK	66544610	52,040.00	LBS
6/18/2018	1	016284948JJK	66544813	50,420.00	LBS
6/18/2018	1	016284949JJK	66544831	49,740.00	LBS
6/18/2018	1	016284950JJK	66544832	44,200.00	LBS
6/18/2018	1	016284951JJK	66544835	47,800.00	LBS
6/18/2018	1	016284952JJK	66544836	52,300.00	LBS
6/18/2018	1	016284953JJK	66544837	48,520.00	LBS
6/18/2018	1	016284954JJK	66544841	49,940.00	LBS
6/19/2018	1	016290001JJK	66552976	49,680.00	LBS
6/19/2018	1	016290002JJK	66552977	50,760.00	LBS
6/19/2018	1	016290003JJK	66552978	47,500.00	LBS
6/19/2018	1	016290004JJK	66553012	48,560.00	LBS
6/19/2018	1	016290005JJK	66553013	48,640.00	LBS
6/19/2018	1	016290006JJK	66553017	47,200.00	LBS
6/19/2018	1	016290007JJK	66553018	50,320.00	LBS
6/19/2018	1	016290008JJK	66553019	46,000.00	LBS
6/19/2018	1	016290009JJK	66553020	49,160.00	LBS
6/19/2018	1	016290010JJK	66553021	57,260.00	LBS
6/19/2018	1	016290011JJK	66553022	49,180.00	LBS
6/19/2018	1	016290012JJK	66554926	50,960.00	LBS
6/19/2018	1	016290013JJK	66554927	48,360.00	LBS
6/19/2018	1	016290014JJK	66554928	45,160.00	LBS
6/19/2018	1	016290015JJK	66554929	50,940.00	LBS
6/19/2018	1	016290016JJK	66554930	50,160.00	LBS
6/19/2018	1	016290017JJK	66554931	50,360.00	LBS
6/19/2018	1	016290018JJK	66554932	47,360.00	LBS
6/19/2018	1	016290019JJK	66554933	47,900.00	LBS
6/19/2018	1	016290020JJK	66557668	42,320.00	LBS
6/19/2018	1	016290021JJK	66557669	44,140.00	LBS
6/19/2018	1	016290022JJK	66557670	51,940.00	LBS
6/19/2018	1	016290023JJK	66557671	46,260.00	LBS
6/19/2018	1	016290024JJK	66557672	53,200.00	LBS
6/19/2018	1	016290025JJK	66557673	51,920.00	LBS
6/19/2018	1	016290027JJK	66571673	51,420.00	LBS
6/19/2018	1	016290028JJK	66571674	51,420.00	LBS
6/20/2018	1	016290031JJK	66586845	48,040.00	LBS
6/20/2018	1	016290032JJK	66586846	48,500.00	LBS
6/20/2018	1	016290033JJK	66586847	49,240.00	LBS
6/20/2018	1	016290034JJK	66586848	47,940.00	LBS
6/20/2018	1	016290035JJK	66586849	46,520.00	LBS
6/20/2018	1	016290036JJK	66586850	48,860.00	LBS
6/20/2018	1	016290037JJK	66586851	50,060.00	LBS
6/20/2018	1	016290038JJK	66586852	50,620.00	LBS
6/20/2018	1	016290039JJK	66586853	49,880.00	LBS
6/20/2018	1	016290040JJK	66586854	50,960.00	LBS
6/20/2018	1	016290041JJK	66586855	47,760.00	LBS

Oxnard School District
Lemonwood Elementary School
Clean Harbors - Buttonwillow - CH1664402
NON-RCRA HAZARDOUS DISPOSAL LOG

mnfstd_date	load_count	mnfst_no	trackg_no	soil_wgt	wgt_uom
6/20/2018	1	016290042JJK	66587264	45,080.00	LBS
6/20/2018	1	016290043JJK	66587265	48,480.00	LBS
6/20/2018	1	016290044JJK	66587266	50,680.00	LBS
6/20/2018	1	016290045JJK	66587267	48,060.00	LBS
6/20/2018	1	016290046JJK	66587268	47,020.00	LBS
6/20/2018	1	016290047JJK	66587269	48,700.00	LBS
6/20/2018	1	016290048JJK	66590239	46,800.00	LBS
6/20/2018	1	016290049JJK	66587270	42,240.00	LBS
6/20/2018	1	016290050JJK	66587271	53,280.00	LBS
6/20/2018	1	016290051JJK	66587272	46,060.00	LBS
6/20/2018	1	016290052JJK	66592637	50,240.00	LBS
6/20/2018	1	016290053JJK	66590240	49,380.00	LBS
6/20/2018	1	016290054JJK	66587273	48,520.00	LBS
6/20/2018	1	016290055JJK	66590241	50,640.00	LBS
6/20/2018	1	016290056JJK	66593244	50,420.00	LBS
6/20/2018	1	016290057JJK	66590242	45,600.00	LBS
6/20/2018	1	016290058JJK	66593245	44,420.00	LBS
6/20/2018	1	016290059JJK	66593246	52,740.00	LBS
6/21/2018	1	016290060JJK	66605935	43,120.00	LBS
6/21/2018	1	016290061JJK	66605936	51,520.00	LBS
6/21/2018	1	016290062JJK	66605937	50,760.00	LBS
6/21/2018	1	016290063JJK	66605938	47,920.00	LBS
6/21/2018	1	016290064JJK	66605939	47,660.00	LBS
6/21/2018	1	016290065JJK	66606597	45,880.00	LBS
6/21/2018	1	016290066JJK	66606598	48,700.00	LBS
6/21/2018	1	016290067JJK	66616442	51,460.00	LBS
6/19/2018	1	016296029JJK	66571675	50,480.00	LBS

total loads	211	total pounds	10,265,630.00
		2000	
		total tons	5,132.82

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. <u>PERSONNEL ASSIGNMENT</u>

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	THE DISTRICT
Swinerton Builders	Oxnard School District, a California school district
By: LIA TATEVOSIAN	By:
Title: OPERATIONS MGR	Title: District Superintendent
Date: 4/6/16	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: Janet Penanhoat **Date of Meeting:** 8/8/18

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____ Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
__X__ Facilities
SECTION D: ACTION ____
SECTION F: BOARD POLICIES **1st Reading** _____ **2nd Reading** ____

Ratification of Change Order No. 013 to Construction Services Agreement #15-198 with Swinerton Builders to Adjust Costs for the Lemonwood K-8 School Reconstruction (Penanhoat/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.

Change Order No. 013 is presented for the Board's ratification of twelve (12) change orders; PCI's 0312, 0330R1, 0338, 0343, 0349, 0352, 0354, 0357, 0358, 0359, 0361R1, 0363 with the following scope of work.

- PCI 0312 Furnish and install sinks, or ancillary piping not shown on contract drawings
- PCI 0330R1 RFI 338 provide gas service to existing Building 5 previously known as Building 3
- PCI 0338 Storage cost for kitchen equipment
- PCI 0343 Bulletin 052 Eliminate roof drains and add scuppers with downspouts at Administration and Kindergarten Buildings
- PCI 0349 Bulletin 051 Added floor sink at Admin Bldg.
- PCI 0352 RFI 289 Add ceramic tile to walls in Kitchen area
- PCI 0354 Phase I delay costs incurred due to CCD 005, CCD 020, Bulletin 031, etc.

- PCI 0357 *ROM* Furnish and install new electrical panels in existing 500 Building (ECDC)
- PCI 0358 Reduce low voltage duct bank to existing 500 Building (ECDC)
- PCI 0359 Furnish and install cooling at existing 500 Building
- PCI 0361R1 Abatement of existing buildings prior to Phase II demolition, isolation of individual buildings prior to demolition of chiller plant removal of existing chiller plant scheduled for salvage by owner
- PCI 0363 Add extension boxes to AV HDMI devices

FISCAL IMPACT

Two Hundred Fifty-One Thousand Four Hundred Twenty-Nine Dollars and Sixty-Five Cents ($251,429.65) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 013 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 #013, Swinerton Builders (3 Pages)
- PCI 0312 (18 Pages)
- PCI 0330R1 (12 Pages)
- PCI 0338 (3 Pages)
- PCI 0343 (15 Pages)
- PCI 0349 (8 Pages)
- PCI 0352 (3 Pages)
- PCI 0354 (57 Pages)
- PCI 0357 (17 Pages)
- PCI 0358 (7 Pages)
- PCI 0359 (15 Pages)
- PCI 0361R1 (20 Pages)
- PCI 0363 (4 Pages)
- Construction Services Agreement #15-198 (19 Pages)

CHANGE ORDER

Date: 08.08.2018 **CHANGE ORDER NO. 013**

PROJECT: **LEMONWOOD K-8 RECONSTRUCTION PROJECT**
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, Ste. 850
Santa Ana, CA 92707

CONTRACTOR:
Swinerton Builders
865 S. Figueroa St.,
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 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 (001-012)……..……...**$ 3,055,721.47**

ADJUSTED CONTRACT SUM……...**$ 32,631,619.38**

NET CHANGE - …. **$ 251,429.65**

Total Change Orders to Date: 013……..…….……..**$ 3,307,151.12**

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 013…… **$ 32,883,049.03**

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: ……. February 18, 2019

Percentage …… (11.18%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCI 0312 – Furnish and install sinks, or ancillary piping not shown on contract drawings				15,934.72
2.	PCI 0330 – RFI 338 provide gas service to existing Building 5 previously known as Building 3	$17,782.26			
3.	PCI 0338 – Storage cost for kitchen equipment	$2,822.09			
4.	PCI 0343 – Bulletin 052 Eliminate roof drains and add scuppers with downspouts at Administration and Kindergarten Buildings			$2,251.74	
5.	PCI 0349 – Bulletin 051 Added floor sink at Admin Bldg.			$4,909.07	
6.	PCI 0352 – RFI 289 Add ceramic tile to walls in Kitchen area			$17,112.48	
7.	PCI 0354 – Phase I delay costs incurred due to CCD 005, CCD 020, Bulletin 031, etc.	$14,839.55			
8.	PCI 0357 – *ROM* Furnish and install new electrical panels in existing 500 Building (ECDC)	$34,410.38			
9.	PCI 0358 – Reduce low voltage duct bank to existing 500 Building (ECDC) (credit)	($10,088.00)			
10.	PCI 0359 – Furnish and install cooling at existing 500 Building	$157,530.77			
11.	PCI 0361R1 – Abatement of existing buildings prior to Phase II demolition, isolation of individual buildings prior to demolition of chiller plant removal of existing chiller plant scheduled for salvage by owner (credit)	($10,726.00)			
12.	PCI 0363 – Add extension boxes to AV HDMI devices	$4,650.59			
	Totals	$211,221.64	$0.00	$24,273.29	$15,934.72

Total Change Order No. 013 ..... $ 251,429.65

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

APPROVAL (REQUIRED):

ARCHITECT:_____ **DATE:**_____

CONTRACTOR:_____ **DATE:**_____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR:_____ **DATE:**_____

_____
ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES: **DATE:**_____

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:**_____

ASST. SUPT./PURCHASING DIRECTOR:_____ **DATE:**_____

DSA APPROVAL **DATE:**_____

SWINERTON

May 30, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0312 Furnish and install floor sinks in kitchen per Ventura County Health Dept.

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Per Ventura County Health Dept. inspection, floor sinks are required at the 3 compartment sink (ware washing), and at the Vegetable washing system. Contract documents are drawn to have the 3 compartment sink drain directly into the Grease Waste system per Plumbing code. The Vegetable washing system indicates a floor sink, but no waste or vent piping is shown connecting to any waste system.

Phase	Category	Description	Subcontractor	Quote
017423	71140	Furnish and install floor sinks, or ancillary piping not shown on contract drawings. Re-clean kitchen	R.T.G. Maintenance Company	2,781.60
024130	71111	Furnish and install floor sinks, or ancillary piping not shown on contract drawings. Demo quarry tile floor and concrete slab.	SWINERTON	2,562.50
114000	71140	Furnish and install floor sinks, or ancillary piping not shown on contract drawings- Disconnect, remove and re-install three compart sink and vegetable washing system	R.W. SMITH & CO.	2,754.54
220010	71140	Furnish and install floor sinks, or ancillary piping not shown on contract drawings.	CITY COMMERCIAL PLUMBING, INC.	6,162.00
260010	71140	Furnish and install floor sinks, or ancillary piping not shown on contract drawings- Disconnect and reconnect vegetable washing system	TAFT ELECTRIC COMPANY	373.00
			Subtotal	**14,633.64**
007480	71160	Subguard	1.15%	168.29
007410	71160	Builders Risk	0.6%	88.81
007420	71160	General Insurance	1.15%	170.22
007510	71160	P&P Bond	1%	120.71
991000	79999	Change Order Fee	5%	753.05
			Markup Subtotal	**1,301.08**
			PCI Total	**15,934.72**

SWINERTON

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **15,934.72.**

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 cost and completion date..
- The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within 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

Date: 5/30/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

Ventura County Environmental Health Division - 800 S. Victoria Ave., Ventura CA 93009-1730
TELEPHONE: 805/654-2813 FAX: 805/654-2480
Internet Web Site Address: *www.vcrma.org/envhealth*

CONSTRUCTION INSPECTION REPORT

DBA/NAME			DATE
ADDRESS		CITY	RECHECK DATE
OWNER/OPERATOR	SERVICE		SR NUMBER

APPLICABLE LAWS: CALIFORNIA RETAIL FOOD CODE, VENTURA COUNTY ORDINANCE CODE

The following items represent potential violations and/or deviations from approved plans; and must be corrected:

☐ Correct the noted items and continue construction per approved plans. Contact _____ at _____ to arrange the next construction inspection (minimum 3 days' notice).

☐ Remit an Additional Construction Inspection Fee of $_____ to the Division prior to scheduling the next construction inspection.

Environmental Health Specialist	Phone	Page of	Received by

DISTRIBUTION: WHITE-Original **CANARY**-File Copy **PINK**-Owner's Copy

Please take a moment to provide feedback. An opinion form can be completed at http://www.vcrma.org/envhealth/hawd.html. You may also scan this code with your mobile device.

FROM:

R.T.G. MAINTENANCE CO.
16520 La Quinta Way
Whittier, CA 90603
Lic. #616252

(562) 943-2624

INVOICE

R.T.G. MAINTENANCE CO. 4301

INVOICE DATE	SALESPERSON
February 22, 2018	Ricky

BILL TO:
SWINERTON Builders
865 South Figueroa
Los Angeles, California 90017

SHIP TO:
Lemonwood K8 Reconstruction
2200 Carnegie Ct.
Oxnard, California 93033

YOUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
	Dec 18 2017			30

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Original Contract		27,600.00
	Seal and Wax 40000 X .35		13,716.00
			38,000.00
	Recleaning Of kitchen	Extra work	2,781.60
	SubTotal		**44,097.60**
	Total Complete Todate		44,097.60
	Less Previous Billing		25,512.63
	Billing this period		16,380.09
	Less Retention 5%	Retention	2,204.88
	TOTAL DUE		**16,380.09**

ORIGINAL

Thank You

INVOICE
47210

Intracut Inc.
7740 Burnet Ave.
Van Nuys, CA 91405
Phone: 818-778-1015
Fax: 818-778-1895

Swinerton Builders
2300 Clayton Road, Suite 800
Concord, CA 94520

Invoice Date :	03/02/18
Purchase Order # :	T&M
Ordered By :	Danny
Date of Work :	02/10/18
IntraCut Job # :	10-34056
Job Request :	

Job Address : Lemonwood Elementry School, 2200 Carnegie Crt Oxnard , 93033, CA

Ticket #	Quantity	Date	Description	Price	Amount
10-34056	2.00	02/10/18	- Travel	152.50	305.00
10-34056	9.00	02/10/18	- Comp & 2 Tool Operators	217.50	1,957.50
10-34056	1.00	02/10/18	- Dump Fees	300.00	300.00
				Subtotal:	2,562.50
				Tax:	0.00
				Total:	2,562.50

NOTICE
PAYABLE WITHIN 10 DAYS
PER SEC 7108.5 OF THE
BUSINESS AND
PROFESSIONS
CODE REF. CONTRACTORS LICENSE
LAW

Thank You

We Now Accept

SOLD TO:

2200 Carnegie Ct.
Oxnard, CA 93033

Lemonwood K-8 School (Job #16277)

R.W. Smith & Co. CHANGE ORDER REQUEST #005

SHIP TO:

Lemonwood K-8 School
2200 Carnegie Ct.
Oxnard, CA 93033

Item	Qty.	Description	Manufacturer	Model No.		
Added						
CO005-001	8	Flanged Feet	Montague Company		$782.00	T
CO005-FRT	1	Freight to Jobsite (UPS 2nd Day)			$85.00	
CO006-001	1	Remove 3-Comp Sink and Powerwash Sink to Storage Area to be Reinstalled so the GC can Rework Floor Sinks (2 Men@ 4 Hours Min - 8 hours x $113/hr and 4 hours Drivetime x $55/hr)	So Cal Custom		$1,293.00	
CO006-002	1	Reinstall 3-Comp Sink and Powerwash Sink (9.30 hours x $113 and hour= $1050.90 plus 4 hours drivetime x $55 = $220)	So Cal Custom		$1,461.54	

RECAP	**Add**
Total Taxable Equipment Adds	$782.00
7.75% Sales Tax on Equipment	$60.61
Total Non-Taxable Equipment Adds	$2,839.54
Total Adds:	**$3,682.15**

NET ADD OR (DEDUCT) FOR CHANGE ORDER REQUEST #005 ***$3,682.15***

CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, California 91406 (818) 785-1145 Fax: (818) 785-0588

EXTRA WORK ORDER SUBMITTAL

February 23, 2018

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: **CCP Inc., C.O.R.#42**

DESCRIPTION: TIME AND MATERIAL TO ADD FLOOR SINKS AT 3-COMPARTMENT SINK & VEGETABLE WASH SINK PER HEALTH DEPARTMENT INSPECTION REPORT. INSTALL MIXING VALVE AT LAVATORY IN KITCHEN RESTROOM 2-114. ALSO ADDED TWO NEW TRAP PRIMER LINES AT EACH OF THE FLOOR SINKS.

TOTAL COST: $6,162.00

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 3 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This work has now been completed as requested. Please approve immediately for billing purposes. If you have any questions or need clarification please call.

Sincerely,
CITY COMMERCIAL PLUMBING, INC

Cindy Snyder

Cindy Snyder, Project Manager

Enclosures

CHANGE ORDER REQUEST

02/23/2018

CITY COMMERCIAL PLUMBING, INC.
16106 COHASSET STREET
VAN NUYS, CA 91406
(818) 785-1145

CONTRACTOR: SWINERTON BUILDERS
17731 MITCHELL NORTH, SUITE 200
IRVINE, CA 92614

JOB NAME: LEMONWOOD K-8
2200 CARNEGIE COURT
OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 42

RE: PCI#0312 - T&M ADDED 2" FS-1 AND PIPING FOR VEG SINK IN MPR AS DIRECTED

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	106.84	2.00	213.68
FOREMAN	100.25	19.00	1,904.75
APPRENTICE	64.36	16.00	1,029.76
		TOTAL LABOR:	3,148.19

OTHER EXPENSE:

TOTAL OTHER EXP.:		0.00
OTHER EXPENSE:		0.00
MATERIAL TOTAL:		2,200.60
LABOR TOTAL:		3,148.19
SUBTOTAL:		5,348.79
OVERHEAD/PROFIT:	15.00%	802.32
SUBTOTAL:		6,151.11
TEXTURA FEES:	0.18%	11.07
SUBTOTAL:		6,162.18
		0.00
		6,162.18
ROUND UP/DOWN:		$6,162.00

NOTES:

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
2200 CARNEGIE COURT
OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 42

RE: PCI#0312 - T&M ADDED 2" FS-1 AND PIPING FOR VEG SINK IN MPR AS DIRECTED

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL				2018.90
		T&M INSTALLATION LABOR PER TICKETS SIGNED:				
		GEN FOREMAN		2.00		
		FOREMAN		19.00		
		APPRENTICE		16.00		
		LABOR & MATERIAL TOTAL		37.00		2018.90
		SALES TAX:			9.00%	181.70
		TOTAL MATERIAL COST:				**2200.60**

COR#42

JOB 1073 562CORS2: 562 - LEMON...
ESTIMATE 1 562CORS2: 562 - LEMON...
DATA SET 2 MECH DATABASE 02-09-18

CITY COMMERCIAL PLUMBING
16106 COHASSET ST.
VAN NUYS, CA 91406
818-785-1145 / (Company Fax)
CSNYDER@CCPINC.NET

PRINTED 2/23/2018 2:17:53 PM
MATERIAL Primary
LABOR Alternate

NOTES

Item					Material	
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext
Section : Section 015: COR#42 - T&M HEALTH DEPT CORRECTION						
Category : Category 003: COPPER KLM LEAD FREE						
67	COPPER KLM LEAD FREE		MAPP GAS	1	9.31	9.31
3010003	COPPER KLM LEAD FREE	1/2"	L-HARD TUBE	10	3.27	32.70
3010007	COPPER KLM LEAD FREE	1-1/2"	L-HARD TUBE	10	13.18	131.80
3060002	COPPER KLM LEAD FREE	1/2"	90 ELBOW CxC	22	1.89	41.58
3250003	COPPER KLM LEAD FREE	1/2"	COUPLING	7	1.41	9.87
3290001	COPPER KLM LEAD FREE	Unsized	SOLDER LBS. LEADFREE	1	39.48	39.48
3590001	COPPER KLM LEAD FREE	Unsized	EVERFLUX--2 OZ. CAN	1	9.75	9.75
Subtotals for Category : Category 003: COPPER KLM LEAD FREE						274.49
Category : Category 038: COPPER DWV						
38060002	COPPER DWV	1-1/2"	90 ELBOW	5	25.44	127.20
38120002	COPPER DWV	1-1/2"	SANITARY TEE	1	30.87	30.87
38580004	CDPPER DWV	1-1/2"	COUPLING	5	14.10	70.50
Subtotals for Category : Category 038: COPPER DWV						228.57
Category : Category 041: C.I. SOIL NO HUB						
41010002	C.I. SOIL NO HUB	2"	PIPE--C.I. NO HUB	10	11.17	111.70
41020002	C.I. SOIL NO HUB	2"	P-TRAP	2	23.90	47.80
41100002	C.I. SOIL NO HUB	2"	COMBINATION	2	23.90	47.80
41160001	C.I. SOIL NO HUB	2"	FLOOR SINK	2	476.10	952.20
41600002	C.I. SOIL NO HUB	2"	HUSKY COUPLING	15	18.30	274.50
Subtotals for Category : Category 041: C.I. SOIL NO HUB						1,434.00
Category : Category 053: PLUMBING SPECIALTIES						
53020003	PLUMBING SPECIALTIES	3/8"	THERMOSTATIC MIX.VAV tee	1	29.84	29.84
53150002	PLUMBING SPECIALTIES	2"	TP - distribution unit	2	26.00	52.00
Subtotals for Category : Category 053: PLUMBING SPECIALTIES						81.84
Subtotals for Section : Section 015: COR#42 - T&M HEALTH DEPT CORRECTION						2,018.90
Grand Totals						2,018.90

CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants
16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

CCP CHANGE ORDER #: CO 42

GENERAL CONTRACTORS REFERENCE #: PCI 312

WORK:
☑ ONGOING
☐ COMPLETED (Date: / /)

DATE OF WORK: 2-9-18

CUSTOMER ORDER NO.	PHONE #			STARTING DATE: 2,9,18
BILL TO: SOUTHERTON BUILDERS				ORDER TAKEN BY: TOM ANDERSON
ADDRESS				☐ PROPOSAL ONLY
CITY				☑ WORK DONE ON TIME + MATERIAL
				☐ APPROVED EXTRA

JOB NAME AND LOCATION: LEMONWOOD K-8

LOCATION OF WORK, Rm # UNISEX R.R. & KITCHEN N,S,E,W

COLUMN LINE LOCATION _____ FLOOR _____

DESCRIPTION OF WORK: LAYOUT FOR SAW CUT / DEMO FOR ADDED FLOOR SINKS @ 3 COMPARTMENT SINK & VEGETABLE WASH SINK PER HEALTH DEPT INSPECTION REPORT. INSTALL MIXING VALVE @ LAVATORY IN KITCHEN RESTROOM 2-114 PER HEALTH DEPT REPORT

LABOR: 3HRS FOREMAN
1- SLOAN 60A MIXING VALVE

	TOTAL MATERIALS	
	TOTAL LABOR	
WAS DELIVERY TRUCK REQUIRED ☐ Y ☑ N	TAX	
WORK ORDERED BY	TOTAL AMOUNT	$

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK.

☐ NO ONE HOME ☐ TOTAL AMOUNT DUE FOR ABOVE WORK; OR ☐ TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE [signature] Verify Time 2/9/18
(PM OR SUPERINTENDENT ON JOB)

STATE CONTRACTORS LIC. 565101

CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants
16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

CCP CHANGE ORDER #: CO 42

GENERAL CONTRACTORS REFERENCE #: PCI 312

WORK:
☑ ONGOING
☐ COMPLETED (Date: / /)

DATE OF WORK: 2/12/18

CUSTOMER ORDER NO.	PHONE			STARTING DATE: 2,9,18
BILL TO: SWINERTON BUILDERS				ORDER TAKEN BY: TOM ANDERSON
ADDRESS				☐ PROPOSAL ONLY
CITY				☑ WORK DONE ON TIME + MATERIAL
				☐ APPROVED EXTRA

JOB NAME AND LOCATION: LEMONWOOD K-8

LOCATION OF WORK, Rm #: KITCHEN N,S,E,W: MPR

COLUMN LINE LOCATION: _____ FLOOR: _____

DESCRIPTION OF WORK: CUT INTO EXISTING WASTE LINES BELOW SLAB AND ADD 2 NEW FLOOR SINKS, ONE @ 3 COMPARTMENT & ONE @ VEGETABLE WASH, PER VENTURA CO HEALTH DEPT.

LABOR:
X 8HRS FOREMAN
X 8HRS APPRENTICE
X 2HRS GEN. FOREMAN

	TOTAL MATERIALS	
	TOTAL LABOR	
WAS DELIVERY TRUCK REQUIRED ☐ Y ☑ N	TAX	
WORK ORDERED BY	TOTAL AMOUNT	$

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK.

☐ NO ONE HOME

☐ TOTAL AMOUNT DUE FOR ABOVE WORK; OR

☐ TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE: [signature] Verify time
(PM OR SUPERINTENDENT ON JOB)

STATE CONTRACTORS LIC. 565991

CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants
16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

DESCRIPTION OF EXTRA WORK: ADDED FLOOR SINKS @ MPR

CCP CHANGE ORDER #: CO 42

G.C. REFERENCE #: PCI 312

MATERIAL PAGE 1 OF 1

MATERIAL LIST
FOR EXTRA WORK

QTY	MATERIAL USED:	LABOR	MAT. COST
X 15	2" HUSKY SD 4000 COUPLING		
X 2	2" NH COMBY		
X 2	2" NH P TRAP		
X 10'	2" NH PIPE		
X 2	2" FLOOR SINK W/ HALF GRATE		

EQUIPMENT / MISCELLANEOUS:

CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants
16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

CCP CHANGE ORDER #: CO#42

GENERAL CONTRACTORS REFERENCE #: PCI 312

WORK:
☐ ONGOING
☑ COMPLETED (Date: 2/14/18)

DATE OF WORK: 2/14/18

CUSTOMER ORDER NO.	PHONE			STARTING DATE / /
BILL TO: SWINERTON BUILDERS				ORDER TAKEN BY: TOM ANDERSON
ADDRESS				☐ PROPOSAL ONLY
CITY				☑ WORK DONE ON TIME + MATERIAL
				☐ APPROVED EXTRA

JOB NAME AND LOCATION: LEMONWOOD K-8

LOCATION OF WORK, Rm #: KITCHEN N,S,E,W

COLUMN LINE LOCATION: MPR FLOOR

DESCRIPTION OF WORK - RECONNECT HOT & COLD WATER TO FAUCETS FOR VEGETABLE SINK & 3 COMPART SINK, & RUN 1½" INDIRECT WASTE LINES FROM VEGETABLE SINK & 3 COMPARTMENT SINK TO NEW FLOOR SINKS PER VENTURA CO HEALTH DEPT REQUIREMENTS. ALSO ADDED TWO NEW TRAP PRIMER LINES @ EACH FLOOR SINK.

LABOR

8 HRS FOREMAN
8 HRS APPRENTICE

	TOTAL MATERIALS	
	TOTAL LABOR	
WAS DELIVERY TRUCK REQUIRED ☐ Y ☑ N	TAX	
WORK ORDERED BY	TOTAL AMOUNT	$

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK.

☐ NO ONE HOME ☐ TOTAL AMOUNT DUE FOR ABOVE WORK; OR ☐ TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE: [signature] 2/14/2018
(PM OR SUPERINTENDENT ON JOB)

STATE CONTRACTORS LIC. 565101

CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants
16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

DESCRIPTION OF EXTRA WORK: ____________________

CCP CHANGE ORDER #: __________

G.C. REFERENCE #: __________

MATERIAL PAGE ____ OF ____

MATERIAL LIST

FOR EXTRA WORK

QTY	MATERIAL USED:	LABOR	MAT. COST
X 2	TRAP PRIMER DISTRIBUTION UNIT		
X 22	1/2" COPPER 90		
X 7	1/2" COPPER COUP		
X 5	1 1/2" DWV COUP		
X 5	1 1/2" DWV 90		
X 10'	1 1/2" TYPE L		
X 10'	1/2" TYPE L		
X 1	1 1/2" DWV SAN TEE		
XXX 1	FLUX, SOLDER, MAPP GAS		

EQUIPMENT / MISCELLANEOUS:

Taft Electric Company
1694 Eastman Avenue
Ventura, CA 93003
(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 080 **Date: 3/16/2018**

To: Bill Gray
Swinerton Builders
865 S. Figueroa Street
Los Angeles, CA 90017

From: Matt Gobuty
Taft Electric Company
P.O. Box 3416
Ventura, CA 93006

Description	Category	Status
Veg Washer Rework		Submitted

Reference	Required By	Days Req	Amt Req
	3/23/18	0	373

Notes

We are submitting the above cost for work performed to disconnect and reconnect the vegetable washer in MPR kitchen due to plumbing rework.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
Description			**Notes**			

Approved By:

Signature _____ _____

Name _____ **Date**

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Lemonwood ES JOB# 2241 TEC COR#: 80

CUST RFP#:

COR DESCRIPTION: Veggie washer rework DATE: 3/16/2018

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
	$0.00	4.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
TOTAL	$0.00	4.00

LABOR EXPENSES				
	TYPE	HOURS	RATE	AMOUNT
	FOREMAN	4.00	$92.28	$369.12
		0.00	$0.00	$0.00
		0.00	$0.00	$0.00
		0.00	$0.00	$0.00
		0.00	$0.00	$0.00
		0.00	$0.00	$0.00
		SUBTOTAL LABOR		$369.12
0.00%				$0.00
0.00%				$0.00
0.00%				$0.00
0.00%				$0.00
0.00%				$0.00
0.00%				$0.00
0.00%				$0.00
		SUBTOTAL LABOR		$369.12
		TOTAL LABOR		$369.12

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
0.00%		$0.00
7.75%	SALES TAX	$0.00
0.00%		$0.00
0.00%		$0.00
	SUBTOTAL MATERIAL	$0.00
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL TAKEOFF MATERIAL	$0.00

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	$0.00
0.00%	PERMIT FEES	$0.00
0.00%	ESTIMATING	$0.00
0.00%	CAD / DRAFTING	$0.00
0.00%	REPRODUCTION COSTS	$0.00
0.00%		$0.00
0.00%	EQUIPMENT RENTAL	$0.00
0.00%	CRANE / FORKLIFT	$0.00
0.00%	JOB TRUCK	$0.00
0.00%	MANLIFTS	$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%	WARRANTY	$0.00
0.00%		$0.00
	SUBTOTAL DJE	$0.00
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL DJE	$0.00

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL QUOTES	$0.00
7.75%	SALES TAX	$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
	SUBTOTAL QUOTES	$0.00
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL QUOTES	$0.00

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL SUBCONTRACTS	$0.00
5.00%	OVERHEAD & PROFIT	$0.00
	TOTAL SUBCONTRACTS	$0.00

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL	$0.00
	QUOTED MATERIAL	$0.00
	SUBCONTRACTORS	$0.00
	LABOR EXPENSES	$369.12
	DIRECT JOB EXPENSES	$0.00
	SUBTOTAL CHANGE REQUEST	$369.12
0.00%		$0.00
0.00%		$0.00
1.00%	BOND COSTS	$3.69
	CHANGE PROPOSAL TOTAL	$373

TAFT ELECTRIC COMPANY ELECTRICAL CONTRACTORS

HOME OFFICE: 1694 EASTMAN AVE., VENTURA, CA 93003, PHONE (805) 642-0121

P.O. BOX 3416, VENTURA, CA 93006

STATE LICENSE NO. 772245

Date Ordered February 16, 2018 Date Completed 2/16/2018

Job No. 2241 W.O. No.

Job Name lemonwood F.A. No.

Address

- CHARGE ACCUMULATION -

DISCONNECT AND REINSTALL VEGETABLE WASHER IN MPR KITCHEN DUE TO PLUMBING REWORK

MATERIAL	QUANTITY	UNIT PRICE	PER	EXTENSION

EQUIPMENT CHARGES

Date	Description	Hours	Rate	Amount
				-
				-
				-
				-
				-
	TOTAL EQUIPMENT CHARGE			$0.00

LABOR

Date	Name	Hours	Rate	Amount
2/18	RON THOMPSON	4		-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL LABOR CHARGE			

Above work authorized by the undersigned; charges therefore to be billed to the undersigned for payment on regular 30 day terms.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

SWINERTON

May 30, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0330R1 Furnish and install new medium pressure gas service to existing ECDC Building

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Furnish and connect new gas service to existing building per RFI 338

Phase	Category	Description	Subcontractor	Quote
015300	71130	Furnish and connect new gas service to existing building per RFI 338- Concrete sidewalk patch material	SWINERTON BUILDERS	185.81
033100	71140	Furnish and connect new gas service to existing building per RFI 338-Dowel and pour concrete sidewalk patch	SWINERTON BUILDERS	680.00
220010	71140	Furnish and connect new gas service to existing building per RFI 338	CITY COMMERCIAL PLUMBING, INC.	15,440.00
			Subtotal	**16,305.81**
007480	71160	Subguard	1.15%	187.52
007410	71160	Builders Risk	0.6%	98.96
007420	71160	General Insurance	1.15%	189.67
007510	71160	P&P Bond	1%	161.20
991000	79999	Change Order Fee	5%	839.10
			Markup Subtotal	**1,476.45**
			PCI Total	**17,782.26**

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **17,782.26.**

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 days of its issuance.

SWINERTON

» 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

Date: 6/18/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

SWINERTON

2200 Carnegie Court,
Oxnard, CA, 93033

Request For Information # 00338

To:	SVA ARCHITECTS, INC.	RFI Date:	03/14/2018
Attention:	Tom Bardwell	Date Due:	03/14/2018
CC:	Jennifer MacIsaac	RFI Type:	Plumbing
	Paul Vernier	Priority:	Critical
	Christopher Barbato	Schedule/Activity ID:	
	Nalani Scanlon	Document Reference:	
		Spec Section:	
		Status:	Returned

Subject: Temporary gas service to ECDC Building

INFORMATION REQUESTED: Requested By: Bill Gray

There are no provisions for temporary gas service to the existing building 5 previously known as building 3. The contract drawings show a valve, flex connection in yard box at the far west of the building. After reviewing the proposed renovation drawings it appears this will be for a water heater. Prior to demolishing the existing Boat House new gas service will need to be established to this building.

Please provide pipe and regulator sizing

SUGGESTION: Possible Cost Impact: Potentially Possible Time Impact: Potentially

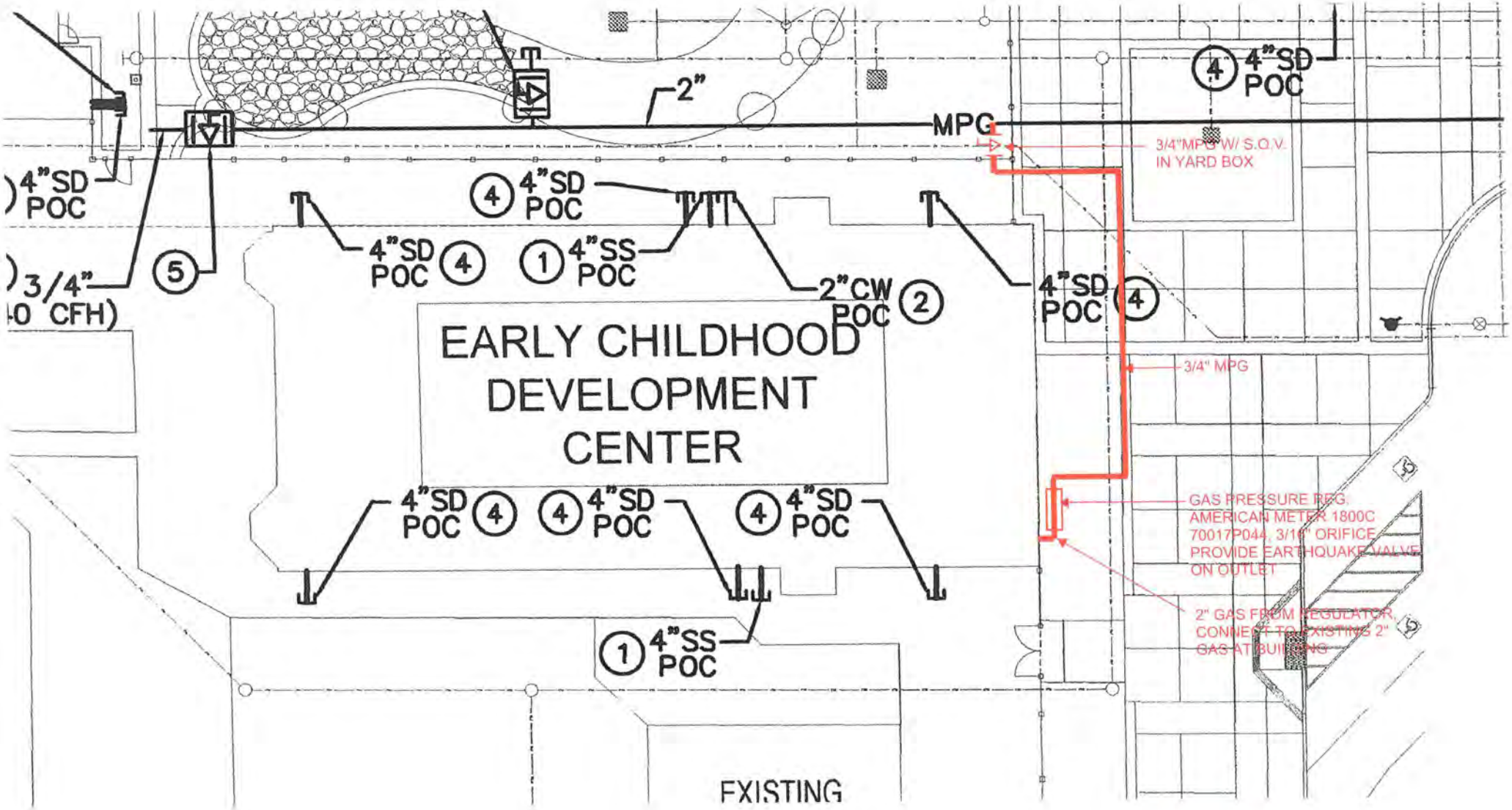
Provide new Tee w/valve in the new medium pressure gas line that will supply the new Administration, Kindergarten and existing ECDC Buildings. This should be located at the east end of the existing ECDC Building, approximately 25' east of the existing building line to stay out of the proposed new building. This new Tee, valve, flex connection in yard box will connect to the existing gas service supplying this building.

ANSWER: Answered By: Tom Bardwell Date of Response: 04/02/2018

See attached sketch for routing of pipe and size for gas service to Building 3.

ATTACHMENTS:

RFI 338 sketch



LEMMONWOOD K-8
RFI 338
3/21/18

Jeff Walker - tk1sc

CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, California 91406 *(818) 785-1145* *Fax: (818) 785-0588*

EXTRA WORK ORDER SUBMITTAL

April 20, 2018
REVISED: June 18, 2018

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: **CCP Inc., C.O.R.#45-R**

DESCRIPTION: PCI#330, RFI#338 - TIME AND MATERIAL, AS DIRECTED, FOR NEW GAS SERVICE TO EXISTING BUILDING 5, PREVIOUSLY KNOWN AS BUILDING 3.
REVISED TO INCLUDE TWO BROOKS VAULTS FOR THE GAS.

TOTAL COST: $15,440.00

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 4 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This work has now been completed as requested. Please approve immediately for billing purposes. If you have any questions or need clarification please call.

Sincerely,
CITY COMMERCIAL PLUMBING, INC

Cindy Snyder

Cindy Snyder, Project Manager

Enclosures

CHANGE ORDER REQUEST

06/18/2018

CITY COMMERCIAL PLUMBING, INC.
16106 COHASSET STREET
VAN NUYS, CA 91406
(818) 785-1145

CONTRACTOR: SWINERTON BUILDERS
17731 MITCHELL NORTH, SUITE 200
IRVINE, CA 92614

JOB NAME: LEMONWOOD K-8
2200 CARNEGIE COURT
OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 45R

RE: PCI#330, RFI#338 - T&M SITE GAS CAP OFF & CHANGES

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	106.84	2.00	213.68
FOREMAN	100.25	35.00	3,508.75
APPRENTICE	64.36	35.00	2,252.60
		TOTAL LABOR:	5,975.03
OTHER EXPENSE:			
BACKHOE W. WHL	157.00	24.00	3,768.00
BACKHOE MOBILIZATION ON/OFF			300.00
SUBS INSURANCE COST			608.45
FREIGHT FOR ENCLOSURE			40.00
		TOTAL OTHER EXP.:	4,716.45

OTHER EXPENSE:		4,716.45
MATERIAL TOTAL:		2,710.90
LABOR TOTAL:		5,975.03
SUBTOTAL:		13,402.38
OVERHEAD/PROFIT:	15.00%	2,010.36
SUBTOTAL:		15,412.73
TEXTURA FEES:	0.18%	27.74
SUBTOTAL:		15,440.47
		0.00
		15,440.47
ROUND UP/DOWN:		$15,440.00

NOTES:

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
2200 CARNEGIE COURT
OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 45R

RE: PCI#330, RFI#338 - T&M SITE GAS CAP OFF & CHANGES

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL				2219.24
		T&M INSTALLATION LABOR PER TICKETS SIGNED:				
		GEN FOREMAN		2.00		
		FOREMAN		32.00		
		APPRENTICE		32.00		
		OTHER EXPENSE/SUB:				
		BACKHOE W/COMPACTION WHL & OPERATOR		24.00		
		REVISED TO ADD BROOKS VAULTS:				
2	EA	BROOKS 36MB W. STL CVR & EXTS	3.00	6.00	133.91	267.82
		LABOR & MATERIAL TOTAL		96.00		2487.06
		SALES TAX:			9.00%	223.84
		TOTAL MATERIAL COST:				**2710.90**

COR#45

JOB 1073 562CORS2: 562 - LEMON...
ESTIMATE 1 562CORS2: 562 - LEMON...
DATA SET 2 MECH DATABASE 04-06-18

CITY COMMERCIAL PLUMBING
16106 COHASSET ST.
VAN NUYS, CA 91406
818-785-1145 / (Company Fax)
CSNYDER@CCPINC.NET

PRINTED 4/20/2018 5:13:58 PM
MATERIAL Primary
LABOR Alternate

NOTES

Item				Material	
Category	Size	Item Desc	Qty	Mat Unit	Mat Ext
Section : Section 018: COR#45 - RFI#338 T&M NEW GAS SERVICE					
Category : Category 004: POLYETHYLENE					
POLYETHYLENE		2"x3/4" REDUCER	1	14.47	14.47
POLYETHYLENE	3/4"	POLYETHYLENE TUBE	100	0.46	46.00
POLYETHYLENE	3/4"	ELBOW	1	6.20	6.20
POLYETHYLENE	2"	TEE	1	11.03	11.03
POLYETHYLENE	3/4"	POLY-GAS VALVE	1	85.44	85.44
POLYETHYLENE	2"	POLY-GAS VALVE	1	190.22	190.22
POLYETHYLENE	Unsized	SAND	26	21.45	557.70
POLYETHYLENE	3/4"	ANODELESS STL RISER	1	27.78	27.78
Subtotals for Category : Category 004: POLYETHYLENE					938.84
Category : Category 017: SCH 40 BLK T&C/WELD					
SCH 40 BLK T&C/WELD		2"x2-1/2" NIPPLES	2	2.84	5.68
SCH 40 BLK T&C/WELD	3/4" x2"	NIPPLES	6	1.10	6.60
SCH 40 BLK T&C/WELD	3/4"	90 ELBOW	2	1.39	2.78
SCH 40 BLK T&C/WELD	3/4"	UNION	2	7.46	14.92
SCH 40 BLK T&C/WELD	2"	TEE	1	17.73	17.73
SCH 40 BLK T&C/WELD	3/4"	BALL VALVE-SCR BRASS	1	22.02	22.02
SCH 40 BLK T&C/WELD	2" x3/4"	ECCENTRIC REDUCER	1	14.33	14.33
SCH 40 BLK T&C/WELD	2"	PLUG	1	7.85	7.85
Subtotals for Category : Category 017: SCH 40 BLK T&C/WELD					91.91
Category : Category 049: HANGER-R.CLAMP-ETC.					
HANGER-R.CLAMP-ETC.		3/8"x3-5/8" SS HILTI QUICKBOLT	4	5.60	22.40
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.					22.40
Category : Category 057: PLUMBING EQUIPMENT					
PLUMBING EQUIPMENT		36"x12"x12" HINGED ENCLOSURE	1	390.00	390.00
PLUMBING EQUIPMENT	3/4"	GAS PRESS. REGULATOR	1	125.00	125.00
PLUMBING EQUIPMENT	2"	EARTHQUAKE VALVE	1	651.09	651.09
Subtotals for Category : Category 057: PLUMBING EQUIPMENT					1,166.09
Subtotals for Section : Section 018: COR#45 - RFI#338 T&M NEW GAS SERVICE					2,219.24
Grand Totals					2,219.24

CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants
16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

CCP CHANGE ORDER #: CO#45

GENERAL CONTRACTORS REFERENCE #: RFI 338

WORK: ☑ ONGOING ☐ COMPLETED (Date: / /)

DATE OF WORK: 3/28/18

CUSTOMER ORDER NO.	PHONE			STARTING DATE: 3/28/18
BILL TO: SKINNERTON BUILDERS				ORDER TAKEN BY: TOM ANDERSON
ADDRESS				☐ PROPOSAL ONLY
CITY				☑ WORK DONE ON TIME + MATERIAL
				☐ APPROVED EXTRA

JOB NAME AND LOCATION: LEMONWOOD K-8 PHASE II

LOCATION OF WORK, Rm #: SITE N,S,E,W:

COLUMN LINE LOCATION: FLOOR:

DESCRIPTION OF WORK: EXCAVATE FROM EXISTING 2" P.E. SHUT VALVE FROM PHASE ONE NEAR MPR TO FUTURE ECDC BUILDING. REQUIRED SLOW EXCAVATION DUE TO MANY EXISTING UTILITIES BEING PRESENT.

LABOR:
- X 2 HRS GEN FORE : MATERIAL TAKEOFF / COORDINATE
- X 8 HRS FOREMAN
- X 8 HRS APPRENTICE
- X 8 HRS BACKHOE & OPERATOR - A Ward
- X 1 TRUCK & TRAILER OF FILL SAND (26 TONS)

	TOTAL MATERIALS	
	TOTAL LABOR	
WAS DELIVERY TRUCK REQUIRED ☑ Y ☐ N	TAX	
WORK ORDERED BY	TOTAL AMOUNT	$

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK.

☐ NO ONE HOME ☐ TOTAL AMOUNT DUE FOR ABOVE WORK; OR ☐ TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE: 3/28/18
(PM OR SUPERINTENDENT ON JOB)

STATE CONTRACTORS LIC. 565901

CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants
16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

CCP CHANGE ORDER #: CO 45

GENERAL CONTRACTORS REFERENCE #: REF 338

WORK:
☑ ONGOING
☐ COMPLETED (Date: / /)

DATE OF WORK: 3/29/18

CUSTOMER ORDER NO.	PHONE			STARTING DATE: 3/28/18
BILL TO: SWINERTON BUILDERS				ORDER TAKEN BY: Tom Anderson
ADDRESS				☐ PROPOSAL ONLY
CITY				☑ WORK DONE ON TIME + MATERIAL
				☐ APPROVED EXTRA

JOB NAME AND LOCATION: LEMONWOOD K-8

LOCATION OF WORK, Rm # _____ N,S,E,W PHASE II SITE

COLUMN LINE LOCATION _____ FLOOR _____

DESCRIPTION OF WORK: COMPLETE EXCAVATION FOR NEW GAS FEED FOR FUTURE ECDC BUILDING & SHADE TRENCH w/ SAND. INSTALLED P.E. PIPING & RECEIVE INSPECTION ON PRESSURE TEST

LABOR: 8 HRS FOREMAN
8 HRS APPRENTICE
8 HRS BACKHOE & OPERATOR

TOTAL MATERIALS	
TOTAL LABOR	
TAX	
TOTAL AMOUNT	$

WAS DELIVERY TRUCK REQUIRED ☐ Y ☑ N

WORK ORDERED BY

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK.

☐ NO ONE HOME ☐ TOTAL AMOUNT DUE FOR ABOVE WORK; OR ☐ TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE _____ 3/29/18
(PM OR SUPERINTENDENT ON JOB)

STATE CONTRACTORS LIC. 565901

CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants
16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

CCP CHANGE ORDER #: CO 45

GENERAL CONTRACTORS REFERENCE #: RFI 338

WORK:
☑ ONGOING
☐ COMPLETED (Date: / /)

DATE OF WORK: 3/30/18

CUSTOMER ORDER NO.	PHONE			STARTING DATE: 3/28/18
BILL TO: SWINERTON BUILDERS				ORDER TAKEN BY: TOM ANDERSON
ADDRESS				☐ PROPOSAL ONLY
CITY				☑ WORK DONE ON TIME + MATERIAL
				☐ APPROVED EXTRA

JOB NAME AND LOCATION: LEMONWOOD K-8

LOCATION OF WORK, Rm # _____ N,S,E,W PHASE II SITE & FUTURE ECDC

COLUMN LINE LOCATION _____ FLOOR _____

DESCRIPTION OF WORK: BACKFILL P.E. GAS LINE TRENCH & CLEAN UP LEFTOVER SPOILS, CONCRETE & ASPHALT. ALSO MADE GAS TIE-IN TO FUTURE ECDC BUILDING w/ REGULATOR & EARTHQUAKE VALVE. WENT TO ALL HEAT UNITS @ CLASSROOMS

LABOR
X 8 HRS FOREMAN
X 8 HRS APPRENTICE
X 8 HRS BACKHOE & OPERATOR

	TOTAL MATERIALS	
	TOTAL LABOR	
WAS DELIVERY TRUCK REQUIRED ☐ Y ☐ N	TAX	
WORK ORDERED BY	TOTAL AMOUNT	$

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK.

☐ NO ONE HOME ☐ TOTAL AMOUNT DUE FOR ABOVE WORK; OR ☐ TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE: 3/30/18
(PM OR SUPERINTENDENT ON JOB)

STATE CONTRACTORS LIC. 565901

CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants
16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

DESCRIPTION OF EXTRA WORK: ADDED GAS TO FUTURE ECDC BLDG

CCP CHANGE ORDER #: CO 45

G.C. REFERENCE #: RFI 338

MATERIAL PAGE 1 OF 1

MATERIAL LIST
FOR EXTRA WORK

QTY	MATERIAL USED:	LABOR	MAT. COST
1	KOSO UB-314-60 EQ VALVE	2"	
1	2" PE BUTT FUSION TEE		
1	2"x3/4" PE BUTT REDUCER		
1	3/4" PE BUTT VALVE		
1	3/4" P.E BUTT 90		
100'	3/4" PE BUTT PIPE		
1	3/4" NIBCO TFP600A-LF		
2	3/4" BLK UNION		
1	2"x3/4" BLK REDUCER		
1	2" BLK TEE		
1	2" PLUG		
2	2"x2½ BLK NIPPLE		
6	3/4x2" BLK NIPPLE		
2	3/4" BLK 90		
1	3/4 x 36" TRANSITION RISER		
1	3/4" AMERICAN METER 3/16" ORFICE REGULATOR		

EQUIPMENT / MISCELLANEOUS:

3/30/18

CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants
16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

CCP CHANGE ORDER #: CO 45

GENERAL CONTRACTORS REFERENCE #: RFI 338

WORK:
☐ ONGOING
☑ COMPLETED (Date: 4.19.18)

DATE OF WORK: 4/19/18

CUSTOMER ORDER NO.	PHONE			STARTING DATE: 3/28/18
BILL TO: SKINNERTON BUILDERS				ORDER TAKEN BY:
ADDRESS:				☐ PROPOSAL ONLY
CITY:				☑ WORK DONE ON TIME + MATERIAL
				☐ APPROVED EXTRA

JOB NAME AND LOCATION: LEMONWOOD K-8

LOCATION OF WORK, Rm # PH II SITE N,S,E,W

COLUMN LINE LOCATION FLOOR

DESCRIPTION OF WORK: COMPLETE WORK ON RFI 338. ADDED GAS LINE TO FUTURE ECDC BUILDING. INSTALLED VANDAL PROOF CAGE @ ECDC REGULATOR & 2 SHUT OFF VALVE FOR FUTURE TIE-ON TO GAS MAIN FOR PHASE II COMPLETION.

LABOR: 8 HRS FOREMAN
× 8 HRS APPRENTICE
× 4 - 3/8" x 3 5/8" HILTI KBTZ STAINLESS WEDGE ANCHOR
× 1 - 36" x 12" x 12" HINGED GARDIAN ENCLOSURE
× 1 - 2" P.E. SHUT OFF VALVE

TOTAL MATERIALS	
TOTAL LABOR	
TAX	
TOTAL AMOUNT	$

WAS DELIVERY TRUCK REQUIRED ☐ Y ☐ N

WORK ORDERED BY

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK.

☐ NO ONE HOME ☐ TOTAL AMOUNT DUE FOR ABOVE WORK; OR ☐ TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE 4/19/2018
(PM OR SUPERINTENDENT ON JOB)

STATE CONTRACTORS LIC. 565901

SWINERTON

June 19, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0338 Storage cost of Kitchen Equipment due to numerous delays constructing the MPR Building. i.e., PCI 0010, CCD 019, CCD 026, RFI 310

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Store fabricated kitchen equipment due to project delay; CCD's 019,026 RFI 310

Phase	Category	Description	Subcontractor	Quote
114000	71140	Storage cost for kitchen equipment	R.W. SMITH & CO.	2,587.50
			Subtotal	**2,587.50**
007480	71160	Subguard	1.15%	29.76
007410	71160	Builders Risk	0.6%	15.70
007420	71160	General Insurance	1.15%	30.10
007510	71160	P&P Bond	1%	25.88
991000	79999	Change Order Fee	5%	133.15
			Markup Subtotal	**234.59**
			PCI Total	**2,822.09**

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **2,822.09.**

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 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.

SWINERTON

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

Date: 6/19/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

SOLD TO:

2200 Carnegie Ct.
Oxnard, CA 93033

Lemonwood K-8 School (Job #16277)

R.W. Smith & Co. CHANGE ORDER REQUEST #003

SHIP TO:

Lemonwood K-8 School
2200 Carnegie Ct.
Oxnard, CA 93033

Item	Qty.	Description	Manufacturer	Model No.	
Added					
CO003-001	1	Storage of Buyouts for 3 Months	Stainless Fixtures, Inc.	Staging	$2,587.50

RECAP	**Add**
Total Taxable Equipment Adds	$0.00
0.00% Sales Tax on Equipment	$0.00
Total Non-Taxable Equipment Adds	$2,587.50
Total Adds:	**$2,587.50**

NET ADD OR (DEDUCT) FOR CHANGE ORDER REQUEST #003 ***$2,587.50***

X _____

Accepted by *Printed Name*

_____

Date

***SIGNATURE ABOVE ACKNOWLEDGES ACCEPTANCE OF PRICE & SCOPE OF WORK. ABOVE LISTED COMPANY REPRESENTATIVE AGREES TO ISSUE A FORMAL WRITTEN CHANGE ORDER WITHIN 2 WEEKS OF SIGNATURE OR WORK MAY BE STOPPED PENDING RECEIPT OF FORMAL CHANGE ORDER.

SWINERTON

June 20, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0343 Bulletin 52 Delete roof drains and install scuppers and downspouts at Administration and Kindergarten Buildings

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Eliminate roof drains and add scuppers with downspouts at Administration and Kindergarten Buildings

Phase	Category	Description	Subcontractor	Quote
061000	71140	Eliminate roof drains and add scuppers with downspouts at Administration and Kindergarten Buildings- Added framed opening in exterior walls for new scuppers-Material	ABDELLATIF ENTERPRISES, INC.	1,100.89
061000	71140	Eliminate roof drains and add scuppers with downspouts at Administration and Kindergarten Buildings-add framed openings in exterior walls for new scuppers-Labor	ABDELLATIF ENTERPRISES, INC.	1,180.67
076000	71140	Eliminate roof drains and add scuppers with downspouts at Administration and Kindergarten Buildings	G.E.S. SHEET METAL, INC.	13,357.00
092900	71140	Eliminate roof drains and add scuppers with downspouts at Administration and Kindergarten Buildings- Added waterproofing and trim work around scuppers	RUTHERFORD CO., INC.	1,681.00
099100	71140	Eliminate roof drains and add scuppers with downspouts at Administration and Kindergarten Buildings-Add painting of exposed leader heads and downspouts	Triumph Painting	1,501.00
220010	71140	Eliminate roof drains and add scuppers with downspouts at Administration and Kindergarten Buildings-Delete roof drains and related piping	CITY COMMERCIAL PLUMBING, INC.	-16,756.00
			Subtotal	**2,064.56**
007480	71160	Subguard	1.15%	23.74
007410	71160	Builders Risk	0.6%	12.53
007420	71160	General Insurance	1.15%	24.02
007510	71160	P&P Bond	1%	20.65
991000	79999	Change Order Fee	5%	106.24
			Markup Subtotal	**187.18**
			PCI Total	**2,251.74**

SWINERTON

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **2,251.74.**

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 days of its issuance.
- This request does not include additional cost or delay due to late approval.

__X__ We **HAVE NOT** 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 is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 6/20/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

SVA
ARCHITECTS

Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

3 MacArthur Place, Suite 850
Santa Ana, California 92707
T 949.809.3380

info@sva-architects.com
www.sva-architects.com

Lemonwood K-8 Reconstruction
Bulletin # 52 Narrative

Revision: 04/30/2018

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents. It is **not** an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or schedule as a result of this Bulletin. **Do not proceed** with any items described in this Bulletin without written authorization from the Owner.*

Changes to Drawings and/or Specifications:
Revisions to the Architectural drawings
Drawings:

1. Sheet C-6 - Drainage Plan
   a. Revised storm drain POCs at Admin and Kindergarten.
2. Sheet A3-11.2 - Admin – Bldg 3 – Roof Plan
   a. Revised cricket layout and replaced roof drains and all associated piping with scuppers and downspouts. Downspouts are tied into the storm drain system.
3. Sheet A3-21.1 - Admin – Bldg 3 – Exterior Elevations
   a. Revised to show scuppers and downspouts on exterior of the building.
4. Sheet A4-11.2 - Kindergarten – Bldg 4 – Roof Plan
   a. Revised cricket layout and replaced roof drains and all associated piping with scuppers and downspouts. Downspouts are tied into the storm drain system.
5. Sheet A4-21.1 - Kindergarten – Bldg 4 – Exterior Elevations
   a. Revised to show scuppers and downspouts on the exterior of the building.

Drawings
C-6 - Drainage Plan
A3-11.2 – Admin – Bldg 3 – Roof Plan
A3-21.1 – Admin – Bldg 3 – Exterior Elevations
A4-11.2 – Kindergarten – Bldg 4 – Roof Plan
A4-21.1 – Kindergarten – Bldg 4 – Exterior Elevations

Distribution:
District
Contractor
IOR

ABDELLATIF ENTERPRISES, INC.

Change Order # **39R**

DATE: June 5, 2018
PROJECT: Lemonwood K-8 School LLB

Cost proposal associated with Bulletin 52

Description: Add scupper openings in administration and kindergarten building

Description	Qty	Unit	Unit Price	Extension
6x8	102'		$ 8.12	$ 828.40
Material Subtotal				$ 828.40
Material Sales Tax			7.75%	$ 64.20
CA Additional Lumber Assessment			1.00%	$ 8.28
Material Delivery				$ 200.00
Material Total				$ 1,100.89
Journeyman Labor	12		$ 73.59	$ 883.08
Subtotal				$ 1,983.97
Profit & Overhead	15%			$ 297.59
Total Change Order				**$ 2,281.56**

26071 Merit Circle, Suite 114, Laguna Hills, CA 92653
Telephone (949) 215-4790 • Fax (949) 215-4794

G.E.S. SHEET METAL

State License 280410

136 ATLANTIC ST., POMONA, CALIFORNIA 91768

G.E.S. JOB # **Date:** 5/3/18

Swinerton Builders

PROJECT: Lemonwood ES

Attn: B. Gray

Phone:

Fax:

CHANGE ORDER REQUEST: 008

Cost Breakdown for: PCI 343 Added Leaderheads and Downspouts

Description of work:
See cost to fabricate and install (8) 16ga galvanized Leaderheads with built in overflows and screen per SK-1 and (8 locations of 16ga galvanized 4"x3" downspouts. At Kindergarten and Admin Building
NO HUB TRANSITIONS TO PLUMBING BY OTHERS. SCUPPERS BY OTHERS. NOT BY GES.

Qty	Unit	Material Description	Unit Cost	Unit			Extension
10	ea	16ga galvanized flat stock 48"x120"	$137.89	ea			$ 1,378.90
1	ea	1/4" welded wire mesh	$84.78	ea			$ 84.78
1	lot	soldering supplies	$150.00	ea			$ 150.00
							$ -
							$ -
							$ -
			Material Cost				**$ 1,613.68**
			Sales Tax @ 9.00%				$ 145.23
			Subtotal				$ 1,758.91
			15.0% Markup				$ 263.84
			Material Total				**$ 2,022.75**

Qty	Unit	Labor Description	Unit Cost	Unit			Extension
2	Hr	Detail and engineering	$125.00	Hr			$ 250.00
38	Hr	Shop fabrication	$86.13	Hr			$ 3,272.94
48	Hr	Journeyman	$86.13	Hr			$ 4,134.24
3	Hr	Foreman	$92.73	Hr			$ 278.19
1	Hr	Supervisor	$95.74	Hr			$ 95.74
			Labor Cost				**$ 8,031.11**
			15.0% Markup				1,204.67
			Labor Total				**$ 9,235.78**

Qty	Unit	Equipment Description	Unit Cost	Unit			Extension
4	Days	40' zoom boom	$375.00	ea			$ 1,500.00
1	Ea	Equipment Drop Off / Pick Up	$325.00				$ 325.00
							$ -
							$ -
							$ -
			Equip. Costs				**$ 1,825.00**
			15.0% Markup				$ 273.75
			Total Equip.				**$ 2,098.75**

Cost Subtototal	$	13,357.27
Adjustment		-
Total COR (rounded)	**$**	**13,357.00**

(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.

Rutherford Co., Inc.
2107 Crystal Street
Los Angeles, CA 90039
Phone: (323) 666-5284 / Fax: (323) 665-0328
www.rutherfordco.net

Date:	05/14/18
RCI Job #:	16-075
RCI COR #:	097
GC Tracking #:	

CHANGE ORDER REQUEST

EMAIL: bgray@swinerton.com
TO: Swinerton Builders
ATTN.: Bill Gray
JOB NAME: *LEMONWOOD K-8 SCHOOL*

DESCRIPTION OF WORK:

Bulletin #52 PCI 0343 Added Lath and Plaster work Around New Exterior Wall Scuppers: # 4 Locations at Admin and #5 Locations at Kindergarten:

BREAKDOWN:		HR. RATE	QTY.	UNIT		AMOUNT	COMMENTS
LABOR	Regular-Journeyman	$75.76	18	HRS	$	1,363.68	
	Regular-Foreman	$0.00	0	HRS	$	-	
	Regular-Superintendent	$0.00	0	HRS	$	-	
	Safety/QC Manager	$0.00	0	HRS	$	-	
	Overtime-Journeyman	$0.00	0	HRS	$	-	
	Doubletime-Journeyman	$0.00	0	HRS	$	-	
MATERIAL		$90.00	0	Tax	$	98.10	
EQUIPMENT	Scissor Lift	$100.00	0	Day	$	-	
		$0.00	1	ea.	$	-	
		$0.00	1	Day	$	-	
SCAFFOLD		$0.00	0	Day	$	-	
SUBS/MISC.							
FREIGHT/DELIVERY		$200.00	0	LS	$	-	
		$0.00	0	LS	$	-	
		$0.00	0	LS	$	-	
				SUBTOTAL	$	1,461.78	
		15.0%		OHP MARKUP	$	219.27	
				COR TOTAL:	**$**	**1,681**	

QUALIFICATIONS

1. ADDITIONAL TIME MAY BE REQUIRED ON THE PROJECT SCHEDULE FOR THE WORK DESCRIBED ABOVE
2. ALL GAS/ELECTRIC EQUIPMENT USED FOR THIS COR WILL BE CHARGED AT A 1-DAY MINIMUM RENTAL

"THIS PROPOSAL IS FOR THE DESCRIBED WORK ONLY. PRICING IS BASED ON THE CURRENT PROJECT STATUS. RUTHERFORD IS ENTITLED TO COMPENSATION FOR ADDITIONAL COSTS IF THE PROJECT STATUS CHANGES BEFORE APPROVAL. FURTHERMORE, THE STATED PRICE DOES NOT INCLUDE ANY AMOUNT FOR COSTS RESULTING FROM IMPACTS, WHETHER THE IMPACTS ARE CAUSED BY SCHEDULING, RESCHEDULING, OUT OF SEQUENCE OPERATIONS, TRADE CONGESTION, OTHER DISRUPTIONS, DELAYS OR ACCELERATION. RUTHERFORD EXPRESSLY RESERVES THE RIGHT TO COLLECT FULL OVERHEAD AND PROFIT FOR ANY OF SUCH IMPACTS."

Submitted By:
Project Manager

Approved By:

Rutherford Co., Inc.

Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

3 MacArthur Place, Suite 850
Santa Ana, California 92707
T 949.809.3380

info@sva-architects.com
www.sva-architects.com

PC103A3

Lemonwood K-8 Reconstruction
Bulletin # 52 Narrative

Revision: 04/30/2018

Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents. It is ***not*** *an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or schedule as a result of this Bulletin.* ***Do not proceed*** *with any items described in this Bulletin without written authorization from the Owner.*

Changes to Drawings and/or Specifications:
Revisions to the Architectural drawings
Drawings:

1. Sheet C-6 - Drainage Plan
   a. Revised storm drain POCs at Admin and Kindergarten.
2. Sheet A3-11.2 - Admin – Bldg 3 – Roof Plan
   a. Revised cricket layout and replaced roof drains and all associated piping with scuppers and downspouts. Downspouts are tied into the storm drain system.
3. Sheet A3-21.1 - Admin – Bldg 3 – Exterior Elevations
   a. Revised to show scuppers and downspouts on exterior of the building.
4. Sheet A4-11.2 - Kindergarten – Bldg 4 – Roof Plan
   a. Revised cricket layout and replaced roof drains and all associated piping with scuppers and downspouts. Downspouts are tied into the storm drain system.
5. Sheet A4-21.1 - Kindergarten – Bldg 4 – Exterior Elevations
   a. Revised to show scuppers and downspouts on the exterior of the building.

Drawings
C-6 - Drainage Plan
A3-11.2 – Admin – Bldg 3 – Roof Plan
A3-21.1 – Admin – Bldg 3 – Exterior Elevations
A4-11.2 – Kindergarten – Bldg 4 – Roof Plan
A4-21.1 – Kindergarten – Bldg 4 – Exterior Elevations

Distribution:
District
Contractor
IOR

Transmitted To:	DATE:
SWINERTON Builders Transmitted To: ***Bill Gray*** **Project Manager** T 949.355.6822 | D 805.832.4993 W www.swinerton.com E Bgray@swinerton.com Transmitted By: *Anthony Herder, Project Executive*	6/20/2018 PROJECT: LEMONWOOD K8

Bulletin #52 Request For Change Order

- Description: Priming & Finish Painting of Added Scuppers/Downspouts.
  Labor Man: (24) @ $49.99 Per Hour: $1,199.76
  Labor Mark Up 15%: $179.96
  Material Subtotal: $98.76
  Material Tax: $7.90
  Material Mark Up 15%: $14.81
  Material Total: $121.47
  Total Cost for Additional Contract Work Associated with Bulletin#52: $1,501.00

RFC: Material & Labor Installation
Bulletin #52

Project Name: LAFC Soccer Stadium
Project #: 5200254
Date: 6/20/2018

MATERIAL	QTY	UNIT	$ / Unit	EXTENSION	TOTAL
ULGM00 Ultrashield Galvanized Metal Primer	1	EA	$ 38.88	$ 38.88	$ 38.88
Artistoshield High-Performance	1	EA	$ 34.88	$ 34.88	$ 34.88
Sundries	1	LS	$ 25.00	$ 25.00	$ 25.00
B28W02600 ProMar 200 Zero VOC Primer	3	EA		$ -	$ -
		EA		$ -	$ -
		EA		$ -	$ -
		EA		$ -	$ -
		LS		$ -	$ -
				$ -	$ -
Material Subtotal					$ 98.76
Material Tax 8%					$ 7.90
Material Mark Up (15% of Material Subtotal)					$ 14.81
MATERIAL TOTALS					$ 121.47

Equipment	QTY	UNIT	UNIT COST	EXTENSION	
		DAYS		$ -	$ -
		DAYS		$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
Equipment Subtotal					$ -
Equipment Tax					$ -
Equipment Mark Up (10% of Equipment Subtotal)					$ -
EQUIPMENT TOTALS					$ -

Labor	TYPE	HOURS	RATE	UNIT	EXTENSION	
Priming & Finish Painting of Added Scuppers/Downspouts					$ -	$ -
					$ -	$ -
Labor Hour Total	$ 24.00		$ 49.99	$/hr	$ -	$ 1,199.76
Labor Hour Total					$ -	$ -
				$/hr	$ -	$ -
					$ -	$ -
					$ -	$ -
Labor Subtotal						$ 1,199.76
LABOR MARK-UP (15% of Subtotal)						$ 179.96
Labor TOTALS						$ 1,379.72

Subcontractor Buy Out / Tiered Subs	QTY	UNIT	UNIT COST	EXTENSION	
		Ea		$ -	$ -
		Ea		$ -	$ -
				$ -	$ -
Subcontractor Subtotal					$ -
Subcontractor Mark Up (5% of Subtotal)					$ -
SUBCONTRACTOR TOTALS				$ -	$ -

Unit Cost Buy Out	QTY	UNIT	UNIT COST	EXTENSION	
		LOT		$ -	$ -
		EA		$ -	$ -
		EA		$ -	$ -
				$ -	$ -

SUMMARY	
1. MATERIAL TOTAL COST	$ 121.47
2. EQUIPMENT TOTAL COST	$ -
3. LABOR TOTAL COST	$ 1,379.72
4. SUBCONTRACTOR BUY OUT / TIERED SUBS TOTAL COST	$ -
5. UNIT BUY OUT TOTAL	$ -
SUBTOTAL OF SUMMARY ITEMS 1 - 5	$ 1,501.20
SCOPE CHANGE SELLING PRICE ADD/DEDUCT	$ 1,501

CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, California 91406 (818) 785-1145 Fax: (818) 785-0588

EXTRA WORK ORDER SUBMITTAL

May 16, 2018

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: **CCP Inc., C.O.R.#47 CREDIT**

DESCRIPTION: BULLETIN#52 - DELETE ROOF DRAINS, OVERFLOW DRAINS AND PIPING FOR BUILDINGS 3 AND 4. ADD 4"x3" DOWNSPOUT BOOTS.
WE FIGURED THE SAME DOWNSPOUT BOOTS THAT WAS USED IN BLDGS 1 & 2.

TOTAL CREDIT: $(16,756.00)

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 0 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This is the cost to add the scope to our contract. This proposal is void unless a written Change Order is received within 30 calendar days from the date of this Extra Work Order Submittal. Please send a Subcontract Change Order if you would like us to proceed with the extra work. This change order represents the work described only in this proposal. If the proposal is incomplete, we reserve the right to revise our price. We encourage you to review the scope of work we are offering to make sure it is in line with the changes.

If an owner-initiated change order is not accepted and authorized, City Commercial Plumbing demands reimbursement for all costs incurred in the preparation of the quote. If you have any questions or need clarification please call.

Sincerely,
CITY COMMERCIAL PLUMBING, INC

CA

Cindy Snyder, Project Manager

Enclosures

CHANGE ORDER REQUEST

05/16/2018

CITY COMMERCIAL PLUMBING, INC.
16106 COHASSET STREET
VAN NUYS, CA 91406
(818) 785-1145

CONTRACTOR: SWINERTON BUILDERS
17731 MITCHELL NORTH, SUITE 200
IRVINE, CA 92614

JOB NAME: LEMONWOOD K-8
2200 CARNEGIE COURT
OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 47

RE: BULLETIN#52 - DELETE RD'S/OD'S/PIPING. ADD RECTANGULAR DOWNSPOUT BOOTS FOR ADMIN BLDG 3 & KINDERGARTEN BLDG 4

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	3.00	309.72
PLUMBER	87.39	34.74	3,035.93
		TOTAL LABOR:	3,345.65

OTHER EXPENSE:	
BID TOTAL FOR BLDG 3 & 4 FROM SCHEDULE OF VALUES	(27,379.00)
MINUS THE BID P & OH	4,106.85
TOTAL OTHER EXP.:	(23,272.15)

OTHER EXPENSE:	(23,272.15)
MATERIAL TOTAL:	3,170.89
LABOR TOTAL:	3,345.65
SUBTOTAL:	(16,755.62)
OVERHEAD/PROFIT:	0.00
SUBTOTAL:	(16,755.62)
TEXTURA FEES:	0.00
SUBTOTAL:	(16,755.62)
	0.00
	(16,755.62)
ROUND UP/DOWN:	($16,756.00)

NOTES:

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
2200 CARNEGIE COURT
OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 47

RE: BULLETIN#52 - DELETE RD'S/OD'S/PIPING. ADD RECTANGULAR DOWNSPOUT BOOTS FOR ADMIN BLDG 3 & KINDERGARTEN BLDG 4

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		SEE OTHER EXPENSE FOR CREDITED AMOUNT				
		MATERIAL COST - ADMIN BLDG		15.44		1292.92
		MATERIAL COST - KINDERGARTEN BLDG		19.30		1616.15
		GEN FOREMAN - LAYOUT/COORDINATE		2.00		
		GEN FOREMAN - CADD/REDRAW		1.00		
		LABOR & MATERIAL TOTAL		37.74		2909.07
		SALES TAX:			9.00%	261.82
		TOTAL MATERIAL COST:				**3170.89**

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 23
APPLICATION DATE: 05/15/2018
PERIOD TO: 05/31/2018
SUBCONTRACT NO: 18055106

A	B	C	D	E	F	G		H	I	
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS WORK COMPLETED	WORK COMPLETED THIS PERIOD	MATERIAL/ EQUIPMENT STORED	TOTAL COMPLETED AND STORED	% PERCENT	BALANCE TO FINISH	RETENTION	
	SITE									
	TRENCHING FOR GAS COMPANY	7,420.00	$7,420.00	$0	$0	$7,420	100%	$0	$371	
	GREASE INTERCEPTOR	10,949.00	$10,949.00	$0	$0	$10,949	100%	$0	$547	
	GAS	28,662.00	$25,796.00	($0)	$0	$25,796	90%	$2,866	$1,290	SITE WORK
	EXCAVATION	14,520.00	$13,068.00	$0	$0	$13,068	90%	$1,452	$653	61,551.00
	BUILDING 1									
	GAS	70,884.00	$70,884.00	$0	$0	$70,884	100%	$0	$3,544	
	WASTE & VENT UNDERGROUND	113,448.00	$113,448.00	$0	$0	$113,448	100%	$0	$5,672	
	WASTE & VENT ABOVE GROUND	32,407.00	$32,407.00	$0	$0	$32,407	100%	$0	$1,620	
	DOMESTIC WATER UNDERGROUND	9,400.00	$9,400.00	$0	$0	$9,400	100%	$0	$470	
	DOMESTIC WATER ABOVE GROUND	126,831.00	$126,831.00	$0	$0	$126,831	100%	$0	$6,342	
	STORM DRAIN UNDERGROUND	20,933.00	$20,933.00	$0	$0	$20,933	100%	$0	$1,047	
	STORM DRAIN ABOVE GROUND	47,856.00	$47,856.00	$0	$0	$47,856	100%	$0	$2,393	
	CONDENSATE DRAIN	27,593.00	$27,593.00	$0	$0	$27,593	100%	$0	$1,380	
	EXCAVATION	6,897.00	$6,897.00	$0	$0	$6,897	100%	$0	$345	
	WATER HEATER	1,020.00	$1,020.00	$0	$0	$1,020	100%	$0	$51	
	FINISH FIXTURES	122,773.00	$122,773.00	$0	$0	$122,773	100%	$0	$6,139	
	PIPE INSULATION	3,327.00	$3,327.00	$0	$0	$3,327	100%	$0	$166	
	FIRESTOPPING	2,420.00	$2,420.00	$0	$0	$2,420	100%	$0	$121	
	PIPE IDENTIFICATION	2,136.00	$2,136.00	$0	$0	$2,136	100%	$0	$107	
	CHLORINATION	1,210.00	$1,210.00	$0	$0	$1,210	100%	$0	$61	BUILDING 1
	COORDINATION / BIM	24,919.00	$24,919.00	$0	$0	$24,919	100%	$0	$1,246	614,054.00
	BUILDING 2									
	GAS	20,033.00	$20,033.00	$0	$0	$20,033	100%	$0	$1,002	
	WASTE & VENT UNDERGROUND	41,541.00	$41,541.00	$0	$0	$41,541	100%	$0	$2,077	
	WASTE & VENT ABOVE GROUND	10,865.00	$10,865.00	$0	$0	$10,865	100%	$0	$543	
	DOMESTIC WATER UNDERGROUND	11,910.00	$11,910.00	$0	$0	$11,910	100%	$0	$596	
	DOMESTIC WATER ABOVE GROUND	28,145.00	$28,145.00	$0	$0	$28,145	100%	$0	$1,407	
	STORM DRAIN UNDERGROUND	6,256.00	$6,256.00	$0	$0	$6,256	100%	$0	$313	
	STORM DRAIN ABOVE GROUND	32,750.00	$32,750.00	$0	$0	$32,750	100%	$0	$1,638	
	CONDENSATE DRAIN	4,526.00	$4,526.00	$0	$0	$4,526	100%	$0	$226	
	EXCAVATION	2,420.00	$2,420.00	$0	$0	$2,420	100%	$0	$121	
	WATER HEATER	4,720.00	$4,720.00	$0	$0	$4,720	100%	$0	$236	
	FINISH FIXTURES	24,396.00	$24,396.00	$0	$0	$24,396	100%	$0	$1,220	
	PIPE INSULATION	1,885.00	$1,885.00	$0	$0	$1,885	100%	$0	$94	
	FIRESTOPPING	363.00	$363.00	$0	$0	$363	100%	$0	$18	
	PIPE IDENTIFICATION	712.00	$712.00	$0	$0	$712	100%	$0	$36	
	CHLORINATION	1,210.00	$1,210.00	$0	$0	$1,210	100%	$0	$61	BUILDING 2
	COORDINATION / BIM	8,900.00	$8,900.00	$0	$0	$8,900	100%	$0	$445	200,632.00
*	BUILDING 3									
	GAS	14,463.00		$0	$0	$0	0%	$14,463	$0	
	WASTE & VENT UNDERGROUND	19,584.00		$0	$0	$0	0%	$19,584	$0	
	WASTE & VENT ABOVE GROUND	8,173.00		$0	$0	$0	0%	$8,173	$0	
	DOMESTIC WATER UNDERGROUND	7,001.00		$0	$0	$0	0%	$7,001	$0	
	DOMESTIC WATER ABOVE GROUND	31,748.00		$0	$0	$0	0%	$31,748	$0	
	STORM DRAIN UNDERGROUND	5,039.00		$0	$0	$0	0%	$5,039	$0	
	STORM DRAIN ABOVE GROUND	11,915.00		$0	$0	$0	0%	$11,915	$0	
	CONDENSATE DRAIN	4,356.00		$0	$0	$0	0%	$4,356	$0	
	EXCAVATION	1,815.00		$0	$0	$0	0%	$1,815	$0	
	WATER HEATER	3,766.00		$0	$0	$0	0%	$3,766	$0	
	FINISH FIXTURES	10,901.00		$0	$0	$0	0%	$10,901	$0	
	PIPE INSULATION	1,573.00		$0	$0	$0	0%	$1,573	$0	
	FIRESTOPPING	363.00		$0	$0	$0	0%	$363	$0	
	PIPE IDENTIFICATION	356.00		$0	$0	$0	0%	$356	$0	
	CHLORINATION	5,874.00		$0	$0	$0	0%	$5,874	$0	BUILDING 3
	COORDINATION / BIM	5,300.00	$5,300.00	$0	$0	$5,300	100%	$0	$265	126,927.00
*	BUILDING 4									
	GAS	12,688.00		$0	$0	$0	0%	$12,688	$0	
	WASTE & VENT UNDERGROUND	36,425.00		$0	$0	$0	0%	$36,425	$0	
	WASTE & VENT ABOVE GROUND	11,588.00		$0	$0	$0	0%	$11,588	$0	
	DOMESTIC WATER UNDERGROUND	11,830.00		$0	$0	$0	0%	$11,830	$0	
	DOMESTIC WATER ABOVE GROUND	23,380.00		$0	$0	$0	0%	$23,380	$0	
	STORM DRAIN UNDERGROUND	7,425.00		$0	$0	$0	0%	$7,425	$0	
	STORM DRAIN ABOVE GROUND	15,464.00		$0	$0	$0	0%	$15,464	$0	
	CONDENSATE DRAIN	5,093.00		$0	$0	$0	0%	$5,093	$0	
	EXCAVATION	1,846.00		$0	$0	$0	0%	$1,846	$0	
	WATER HEATER	3,368.00		$0	$0	$0	0%	$3,368	$0	
	FINISH FIXTURES	16,973.00		$0	$0	$0	0%	$16,973	$0	
	PIPE INSULATION	3,993.00		$0	$0	$0	0%	$3,993	$0	
	FIRESTOPPING	363.00		$0	$0	$0	0%	$363	$0	
	PIPE IDENTIFICATION	1,177.00		$0	$0	$0	0%	$1,177	$0	
	CHLORINATION	1,210.00		$0	$0	$0	0%	$1,210	$0	BUILDING 4
	COORDINATION / BIM	6,675.00	$6,675.00	$0	$0	$6,675	100%	$0	$334	159,498.00
	MISC.									
	MOVE-IN / SUBMITTALS	12,100.00	$12,100.00	$0	$0	$12,100	100%	$0	$605	
	EQUIPMENT RENTAL	7,744.00	$6,195.00	$0	$0	$6,195	80%	$1,549	$310	
	STORAGE	3,872.00	$3,485.00	($0)	$0	$3,485	90%	$387	$174	
	CITY LICENSE	1,513.00	$1,513.00	$0	$0	$1,513	100%	$0	$76	
	TEXTURA	2,606.00	$2,606.00	$0	$0	$2,606	100%	$0	$130	MISC
	CLOSEOUTS / OWNER TRAINING	712.00		$0	$0	$0	0%	$712	$0	26,547.00
	Total Base Contract	$1,196,509.00	$909,793.00	($0)	$0	$909,793	76%	$286,716	$45,490	

Please note: This schedule of value is for information only, any additional deductions to our contract cannot be based upon these schedule of values.

JOB 1073 562CORS2: 562 - LEMON...
ESTIMATE 1 562CORS2: 562 - LEMON...
DATA SET 2 MECH DATABASE 05-04-18

COR#47, ADMIN BLDG
CITY COMMERCIAL PLUMBING
16106 COHASSET ST.
VAN NUYS, CA 91406
818-785-1145 / (Company Fax)
CSNYDER@CCPINC.NET

PRINTED 5/16/2018 2:31:52 PM
MATERIAL Primary
LABOR Alternate

NOTES

Item				Material		Field Labor	
Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
Section : Section 020: COR#47 - BULL#52 ADMIN BLDG 3							
Category : Category 041: C.I. SOIL NO HUB							
C.I. SOIL NO HUB	4"	1/8 BEND	8	27.20	217.60	0.73	5.84
C.I. SOIL NO HUB	4"	HUSKY COUPLING	16	24.60	393.60	0.10	1.60
Subtotals for Category : Category 041: C.I. SOIL NO HUB					611.20		7.44
Category : Category 053: PLUMBING SPECIALTIES							
PLUMBING SPECIALTIES		MIFAB 4x3 R1510-12 RECT DOWN...	4	170.43	681.72	2.00	8.00
Subtotals for Category : Category 053: PLUMBING SPECIALTIES					681.72		8.00
Subtotals for Section : Section 020: COR#47 - BULL#52 ADMIN BLDG 3					1,292.92		15.44
Grand Totals					1,292.92		15.44

JOB 1073 562CORS2: 562 - LEMON...
ESTIMATE 1 562CORS2: 562 - LEMON...
DATA SET 2 MECH DATABASE 05-04-18

COR#47, KINDER BLDG
CITY COMMERCIAL PLUMBING
16106 COHASSET ST.
VAN NUYS, CA 91406
818-785-1145 / (Company Fax)
CSNYDER@CCPINC.NET

PRINTED 5/16/2018 2:32:05 PM
MATERIAL Primary
LABOR Alternate

NOTES

Item				Material		Field Labor	
Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
Section : Section 021: COR#47 - BULL#52 KINDER BLDG 4							
Category : Category 041: C.I. SOIL NO HUB							
C.I. SOIL NO HUB	4"	1/8 BEND	10	27.20	272.00	0.73	7.30
C.I. SOIL NO HUB	4"	HUSKY COUPLING	20	24.60	492.00	0.10	2.00
Subtotals for Category : Category 041: C.I. SOIL NO HUB					764.00		9.30
Category : Category 053: PLUMBING SPECIALTIES							
PLUMBING SPECIALTIES		MIFAB 4x3 R1510-12 RECT DOWN...	5	170.43	852.15	2.00	10.00
Subtotals for Category : Category 053: PLUMBING SPECIALTIES					852.15		10.00
Subtotals for Section : Section 021: COR#47 - BULL#52 KINDER BLDG 4					1,616.15		19.30
Grand Totals					1,616.15		19.30

SWINERTON

May 30, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0349 Bulletin 051 Add floor sink

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Per PEOR's review of plumbing shop drawings, add a floor sink in Rm 3-116

Phase	Category	Description	Subcontractor	Quote
220010	71140	Plumbing	CITY COMMERCIAL PLUMBING, INC.	4,501.00
			Subtotal	**4,501.00**
007480	71160	Subguard	1.15%	51.76
007410	71160	Builders Risk	0.6%	27.32
007420	71160	General Insurance	1.15%	52.36
007510	71160	P&P Bond	1%	45.01
991000	79999	Change Order Fee	5%	231.62
			Markup Subtotal	**408.07**
			PCI Total	**4,909.07**

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **4,909.07**.

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 days of its issuance.
- This request does not include additional cost or delay due to late approval.

__X__ We **HAVE NOT** 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 is directed to proceed with the above change in scope.

SWINERTON

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 5/30/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

ARCHITECTS

Santa Ana • Oakland • San Diego • Honolulu

SVA Architects, Inc.

3 MacArthur Place, Suite 850
Santa Ana, California 92707
T 949.809.3380

info@sva-architects.com
www.sva-architects.com

Lemonwood K-8 Reconstruction
Bulletin # 51 Narrative

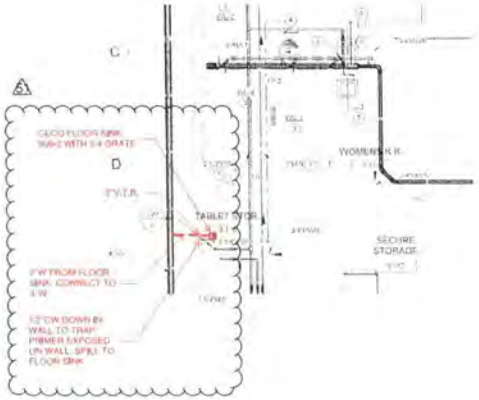
Revision: 05/02/2018

Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents. It is ***not*** *an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or schedule as a result of this Bulletin.* ***Do not proceed*** *with any items described in this Bulletin without written authorization from the Owner.*

Changes to Drawings and/or Specifications:
Revisions to the Architectural drawings
Drawings:
1. Sheet P3-41.1 – Admin – Bldg 3 – Plumbing Enlarged Plans
    a. Added floor sink in Janitors Room and provided pipe routing.

Drawings
P3-41.1 – Admin – Bldg 3 – Plumbing Enlarged Plans

Distribution:
District
Contractor
IOR



OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION

CLIENT ADDRESS: 2200 Carnegie Court
Oxnard, CALIFORNIA 93033

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116026

DATE 7/29/16

REVISIONS:

	DESCRIPTION	DATE
1	ADDENDUM 1	11-16-16
B1	BULLETIN 51	5/8/18

DATE ISSUED: 9/30/15

PROJECT NO: 1140171

SCALE: 1/4"=1'-0"

SHEET NUMBER: P3-41.1

SHEET TITLE:

ADMIN. BUILDING 3
PLUMBING
ENLARGED PLANS

SVA ARCHITECTS

CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, California 91406 *(818) 785-1145* *Fax: (818) 785-0588*

EXTRA WORK ORDER SUBMITTAL

May 14, 2018

TO: SWINERTON BUILDERS
ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: **CCP Inc., C.O.R.#46**

DESCRIPTION: BULLETIN#51 - ADD FLOOR SINK AT WATER HEATER IN ADMIN BUILDING.

TOTAL COST: $4,501.00

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 3 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This is the cost to add the scope to our contract. This proposal is void unless a written Change Order is received within 30 calendar days from the date of this Extra Work Order Submittal. Please send a Subcontract Change Order if you would like us to proceed with the extra work. This change order represents the work described only in this proposal. If the proposal is incomplete, we reserve the right to revise our price. We encourage you to review the scope of work we are offering to make sure it is in line with the changes.

If an owner-initiated change order is not accepted and authorized, City Commercial Plumbing demands reimbursement for all costs incurred in the preparation of the quote. If you have any questions or need clarification please call.

Sincerely,
CITY COMMERCIAL PLUMBING, INC

CA

Cindy Snyder, Project Manager

Enclosures

CHANGE ORDER REQUEST 05/14/2018

CITY COMMERCIAL PLUMBING, INC.
16106 COHASSET STREET
VAN NUYS, CA 91406
(818) 785-1145

CONTRACTOR: SWINERTON BUILDERS
17731 MITCHELL NORTH, SUITE 200
IRVINE, CA 92614

JOB NAME: LEMONWOOD K-8
2200 CARNEGIE COURT
OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 46

RE: BULLETIN #51 - ADD FLOOR SINK AT WATER HEATER IN ADMIN BLDG

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	106.84	2.00	213.68
FOREMAN	100.25	2.00	200.50
PLUMBER	90.37	24.00	2,168.88
		TOTAL LABOR:	2,583.06

OTHER EXPENSE:

TOTAL OTHER EXP.:		0.00
OTHER EXPENSE:		0.00
MATERIAL TOTAL:		1,324.09
LABOR TOTAL:		2,583.06
SUBTOTAL:		3,907.15
OVERHEAD/PROFIT:	15.00%	586.07
SUBTOTAL:		4,493.22
TEXTURA FEES:	0.18%	8.09
SUBTOTAL:		4,501.31
		0.00
		4,501.31
ROUND UP/DOWN:		$4,501.00

NOTES:

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
2200 CARNEGIE COURT
OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 46

RE: BULLETIN #51 - ADD FLOOR SINK AT WATER HEATER IN ADMIN BLDG

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL		24.00		1214.76
		LAYOUT/COORDINATE ON SITE		2.00		
		GEN FOREMAN - CADD/REDRAW/COORDINATE		2.00		
		LABOR & MATERIAL TOTAL		28.00		1214.76
		SALES TAX:			9.00%	109.33
		TOTAL MATERIAL COST:				**1324.09**

COR#46

JOB 1073 562CORS2: 562 - LEMON...
ESTIMATE 1 562CORS2: 562 - LEMON...
DATA SET 2 MECH DATABASE 05-04-18

CITY COMMERCIAL PLUMBING
16106 COHASSET ST.
VAN NUYS, CA 91406
818-785-1145 / (Company Fax)
CSNYDER@CCPINC.NET

PRINTED 5/14/2018 2:15:34 PM
MATERIAL Primary
LABOR Alternate

NOTES

Item				Material		Field Labor	
Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
Section : Section 019: COR#46 - BULL#51 ADD FS @ WH IN ADMIN							
Category : Category 003: COPPER KLM LEAD FREE							
COPPER KLM LEAD FREE		1/2" HYCO COUPLING	1	3.53	3.53	0.40	0.40
COPPER KLM LEAD FREE		1/2" CHRM ESCUCHEON	1	5.23	5.23	0.25	0.25
COPPER KLM LEAD FREE	1/2"	L-HARD TUBE	20	3.27	65.40	0.06	1.20
COPPER KLM LEAD FREE	1/2"	90 ELBOW CxC	6	1.89	11.34	0.40	2.40
COPPER KLM LEAD FREE	1/2"	ADAPTER CxF	1	6.22	6.22	0.51	0.51
COPPER KLM LEAD FREE	1-1/4" x1/2" x1-1/4"	REDUCED TEE - 3X	1	34.86	34.86	0.83	0.83
COPPER KLM LEAD FREE	1/2"	BALL VALVE-SWT 150#	1	12.95	12.95	0.41	0.41
COPPER KLM LEAD FREE	Unsized	SOLDER LBS. LEADFREE	1	39.48	39.48	Skip	0.00
COPPER KLM LEAD FREE	Unsized	PRESTOLITE--#2 CYL.	1	37.44	37.44	Skip	0.00
COPPER KLM LEAD FREE	1/2"	ADAPTER CxM	1	5.38	5.38	0.22	0.22
COPPER KLM LEAD FREE	Unsized	EVERFLUX--2 OZ. CAN	1	9.75	9.75	Skip	0.00
Subtotals for Category : Category 003: COPPER KLM LEAD FREE					231.58		6.22
Category : Category 041: C.I. SOIL NO HUB							
C.I. SOIL NO HUB		2" CECO 906-2 FS W/3/4" GRATE	1	124.00	124.00	2.50	2.50
C.I. SOIL NO HUB	2"	PIPE--C.I. NO HUB	30	11.17	335.10	0.12	3.60
C.I. SOIL NO HUB	2"	P-TRAP	1	23.90	23.90	0.42	0.42
C.I. SOIL NO HUB	2"	1/4 BEND	3	16.50	49.50	0.39	1.17
C.I. SOIL NO HUB	2"	COMBINATION	1	23.90	23.90	0.57	0.57
C.I. SOIL NO HUB	4" x2"	REDUCED COMBINATION	1	39.10	39.10	0.92	0.92
C.I. SOIL NO HUB	2"	HUSKY COUPLING	14	18.30	256.20	0.10	1.40
C.I. SOIL NO HUB	4"	HUSKY COUPLING	2	24.60	49.20	0.10	0.20
Subtotals for Category : Category 041: C.I. SOIL NO HUB					900.90		10.78
Category : Category 049: HANGER-R.CLAMP-ETC.							
HANGER-R.CLAMP-ETC.		SAMMY WOOD ANCH 8009925	3	2.96	8.88	0.80	2.40
HANGER-R.CLAMP-ETC.		24" HYCO BAR	1	0.85	0.85	0.40	0.40
HANGER-R.CLAMP-ETC.	2"	CLEVIS HGR.--BLK.	3	2.10	6.30	0.50	1.50
HANGER-R.CLAMP-ETC.	3/8"	ALL THREAD ROD	10	1.08	10.80	Skip	0.00
HANGER-R.CLAMP-ETC.	3/8"	HEX NUTS	9	0.79	7.11	Skip	0.00
HANGER-R.CLAMP-ETC.	3/8"	WASHER--FLAT--ROUND	9	0.26	2.34	Skip	0.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.					36.28		4.30
Category : Category 053: PLUMBING SPECIALTIES							
PLUMBING SPECIALTIES	1"	TP	1	46.00	46.00	1.50	1.50
Subtotals for Category : Category 053: PLUMBING SPECIALTIES					46.00		1.50
Subtotals for Section : Section 019: COR#46 - BULL#51 ADD FS @ WH IN ADMIN					1,214.76		22.80
Grand Totals					1,214.76		22.80

SWINERTON

May 18, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0352 RFI 289 Add full height ceramic wall tile in Kitchen areas per Ventura County Health Dept. requirements

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Add wall tile to full height in Kitchen and surrounding areas due to Ventura Count Health Dept. as clarified in RFI 289

Phase	Category	Description	Subcontractor	Quote
096500	71140	Add wall tile to full height in Kitchen and surrounding areas due to Ventura Count Health Dept. as clarified in RFI 289- Work area and locker area	THE M.S. ROUSE COMPANY	6,625.00
096500	71140	Add wall tile to full height in Kitchen and surrounding areas due to Ventura Count Health Dept. as clarified in RFI 289- Main Kitchen area	THE M.S. ROUSE COMPANY	9,065.00
			Subtotal	**15,690.00**
007480	71160	Subguard	1.15%	180.44
007410	71160	Builders Risk	0.6%	95.22
007420	71160	General Insurance	1.15%	182.51
007510	71160	P&P Bond	1%	156.90
991000	79999	Change Order Fee	5%	807.41
			Markup Subtotal	**1,422.48**
			PCI Total	**17,112.48**

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **17,112.48.**

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..

SWINERTON

» The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within 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

Date: 5/18/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

THE M.S. ROUSE
COMPANY
1611 Kona Drive
Rancho Dominguez, CA 90220
Tel (310) 764-4695
Fax (310) 764-4313

May 15, 2018

NALANI SCANLON
SWINERTON BUILDERS
865 S. FIGUEROA ST
SUITE 3000
LOS ANGELES, CA 90017

Re: LEMONWOOD K-8
Bid # Q0000733 CO- 006
ADD TO INSTALL ADDITIONAL WALL
TILE AT THE KITCHEN AREA
REVISED

Dear NALANI:

The following cost is an add to furnish and install additional wall tile full height in lieu of 6" high Quarry Tile Base only at #2-112 Work Station and #2-113 Lockers per RFI #00289 that indicates the location of the Full Height Ceramic Tile at the Kitchen Area Walls.

Scope of Work:

ADDED TILE	392 SF	DAL TILE 4 1/4" X 4 1/4" #0138 "GOLDEN GRANITE" TILE AT THE KITCHEN AREA	$6,625.00
		Total Add for ROOMS 112,113	$6,625.00

The following cost is an add to furnish and install additional wall tile full height in lieu of 4'6" high at #2-109 Cooking, #2-110 Prep & #2-111 Ware Wash.

ADDED TILE	580 SF	DAL TILE 4 1/4" X 4 1/4" #0138 "GOLDEN GRANITE" TILE AT THE KITCHEN AREA	$9,065.00
		Total Add for ROOMS 209-211	$9,065.00
		TOTAL FOR RFI #00289 CHANGES	$15,690.00

Exclusions:
1. Off hours work, overtime or weekend hours. 2. Major Floor prep/moisture mitigation, joint fill or crack repair. 3. Clean, Wax and protection, major concrete patching or repair. 4. Failure due to moisture vapor transmission, slab movement or deterioration.

Approved:

_____

Regards,
DAVID MARTINEZ, JR.

SWINERTON

May 24, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0354 Phase I delay costs incurred by Rutherford Co., Inc.

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Due to various delays to the project beyond the control of the contractors, necessary labor was expended beyond the original completion dates into the next wage increase period. Per the approved baseline schedule Phase I was to be complete by 7/20/17.

Phase	Category	Description	Subcontractor	Quote
092900	71140	Due to various delays to the project beyond the control of the contractors, necessary labor was expended beyond the original completion dates into the next wage increase period. Per the approved baseline schedule Phase I was to be complete by 7/20/17.	RUTHERFORD CO., INC.	13,606.00
			Subtotal	**13,606.00**
007480	71160	Subguard	1.15%	156.47
007410	71160	Builders Risk	0.6%	82.58
007420	71160	General Insurance	1.15%	158.27
007510	71160	P&P Bond	1%	136.06
991000	79999	Change Order Fee	5%	700.17
			Markup Subtotal	**1,233.55**
			PCI Total	**14,839.55**

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **14,839.55.**

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

SWINERTON

not accepted within 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

Date: 5/24/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

COR# 075

Rutherford Co., Inc.
2107 Crystal St.
Los Angeles, CA. 90039
Ph. (323) 666-5285
Fax (323) 665-0328

Committed to EEO & Affirmative Action
License No. 399033
E. E. O. C.

Date: 11/16/17
To: Swinerton Builders
Attn: Bill Gray
From: Paul Rutherford
Pages: 53.

Re: Lemonwood K-8 E.S: Classroom Building:

Bill,

As part of the bid documents for this project a work schedule was issued prior to the bid date in Addendum 1.

All our work at the Classroom Building was to be completed by October of 2016. Due to items out of our control including DSA changes and delays our work was significantly delayed. Our union collective bargaining agreements were adjusted up in 2017. July 1st for Carpenters, August 3rd for Plasters and Scaffold Builders and October for Tapers.

I have included all our time sheets, post July 1, 2017, herein for work we completed at the Classroom Building which we refer to as Lemonwood 100 or Phase 1 with hours for labor increases. I have not provided our time sheets for the MPR which we refer to as Lemonwood 200 or Phase 2 which was completed within the bid schedule durations. I can provide these also, if so requested.

The added upcharge for the Classroom Building labor produced after the 2017 union collective bargaining agreements came into effect are:

Labor: 4,568 hours x $2.59 / hour increase = $11,831.00
+ $1,775.00 (15%)
Total Add: ***$13,606.00***

Sincerely,
Paul Rutherford