

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

AGENDA

REGULAR BOARD MEETING

Wednesday, August 5, 2020

5:00 p.m. - Study Session

Closed Session to Follow

7:00 PM - Regular Board Meeting

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

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

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

Or join by phone:

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

US: +1 669 900 6833

Webinar ID: 937 6201 5868

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

Section A: PRELIMINARY

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

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

ROLL CALL VOTE:

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

A.2. Pledge of Allegiance to the Flag

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

A.3. District's Vision and Mission Statement

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

A.4. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.5. Study Session - 2020-21 Budget Revision (Penanhoat/Crandall Plasencia)

In accordance with Education Code 42127 (i)(4), which provides that “not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by the Budget Act”, the Board will receive the 2020-21 Budget Revision for review.

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

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

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

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

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker.

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

A.7. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

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- Conference with Legal Counsel - Anticipated Litigation: 1 case
- Conference with Legal Counsel - Existing Litigation: 1 case
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - OAH Case No. 2020-02-1006

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

Conference with Labor Negotiator:

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

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

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:

- Public Employee(s) Discipline/Dismissal/Release

- Public Employee Appointment/Recommendation:

- Assistant Superintendent, Human Resources
- Assistant Principal, K-8

- Public Employee(s) Evaluation

- Superintendent

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

A.9. Report Out of Closed Session

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

Section B: PUBLIC COMMENT/HEARINGS

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

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

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

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

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

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

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.
<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

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

Section C: CONSENT AGENDA

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

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

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

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

C.1. Acceptance of Gifts (Dr. Aguilera-Fort)

Athena Cosmetics presented a donation of care packages to 135 Child Nutrition Services employees who worked to distribute meals to community children between March 16 and June 15, 2020. It is the recommendation of the Superintendent that the Board of Trustees accept the donation from Athena Cosmetics.

C.2. Interfund Transfer – 2020/2021 FY (Penanhoat/Crandall Plasencia)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board approve the interfund transfer from the General Fund in the amount of \$409,037.00 for the 2020/2021 FY. This action was approved by the members of the Oxnard School District Employee Health & Welfare Benefits Trust at their meeting of June 24, 2020. This amount is estimated as of 6/24/2020 and is subject to revision after the fiscal year-end closing.

C.3. Certification of Signatures (Penanhoat)

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

C.4. Approval and Adoption of the June 2020 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Aguilera-Fort/Penanhoat/CFW)

At the June 24, 2020 Board meeting, Caldwell Flores Winters (CFW) presented the June 2020 Semi-Annual Update to the Master Construct and Implementation Program. It is the recommendation of the Superintendent and the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board accept and adopt the June 2020 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and

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August 5, 2020

Implementation Program, and that the Board direct staff and CFW to proceed with adjustments to the program for immediate implementation.

C.5. Approval of the 2019-20 Quarterly Report on Williams Uniform Complaints, Fourth Quarter (Bond)

It is the recommendation of the Interim Assistant Superintendent, Human Resources that the Board of Trustees approve the 2019-20 Quarterly Report on Williams Uniform Complaint, Fourth quarter, as presented.

C.6. Approval to Set Date for Public Hearing re: Sunshine of the Oxnard Educators Association (“OEA”) and the Oxnard School District’s (District) Initial Proposals for 2020-2021 Negotiations, Pursuant to Government Code Section 3547 (Bond)

In accordance with Article XXVIII, Term, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District and OEA would like to enter into contract negotiations for the 2020-2021 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate. It is recommended that the Public Hearing be scheduled for the August 19, 2020 Board meeting.

C.7. Approval to Set Date for Notice of Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District’s (District) Initial Proposals for 2020-2021 Negotiations, Pursuant to Government Code Section 3547 (Bond)

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Support Services Association (OSSA) and the Oxnard School District (District), the District and OSSA would like to enter into contract negotiations for the 2020-2021 school year and any additional years as may be mutually agreed upon by the parties. Pursuant to the provisions of Government Code Section 3547, OSSA and the District are submitting their intent to meet the public notice provision of the Educational Employment Rights Act. The proposals must have a Public Hearing before the parties meet to negotiate the items below:

- Article 3 Grievance Procedure
- Article 7 Assignment of Unit Members
- Article 8 Student Ratio
- Article 9 Evaluations
- Article 11 Leave Provisions - Emergency Leave: Natural Disaster
- Article 12 Safety Conditions
- Article 16 Salaries
- Article 18 Fringe Benefits
- Article 19 Wellness
- Article 23 Term

It is the recommendation of the Interim Assistant Superintendent, Human Resources that the Board schedule August 19, 2020 for the Public Hearing for OSSA and the District’s initial proposals for the 2020-2021 school year.

C.8. Personnel Actions (Bond/Carrillo)

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

C.9. Establish/Abolish/Increase/Reduce Hours of Position (Carrillo)

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

C.10. Ratification of Resolution #20-06 – California Department of Education – Child Development Division Contract #CSPP-0674 (DeGenna/Valdes)

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Resolution #20-06 to certify that the Oxnard School District Board of Trustees authorizes entering into Contract #CSPP-0674 with the California Department of Education – Child Development Division for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2020-21.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.11. Approval of Agreement #20-03 – Art Trek Inc. (DeGenna/Shea)

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-03 with Art Trek Inc. to provide lessons, materials, coaching, and activities for students participating in the ASES program during the 2020-21 school year, in the amount not to exceed \$25,000.00 to be paid from the Unrestricted General Fund.

C.12. Approval of Agreement/MOU #20-13 – Ventura County Office of Education – Math Program (DeGenna/Shea)

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #20-13 with the Ventura County Office of Education to provide professional development to the Oxnard Scholars after school program staff that will assist the Oxnard Scholars lead staff and Manager Special Programs in supporting the Oxnard Scholars staff with the implementation of Common Core State Standards, in the amount not to exceed \$21,800.00 to be paid from ASES Grant Funds.

C.13. Approval of Agreement #20-34 - Action Preparedness Training (DeGenna/Ridge)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-34 with Action Preparedness Training to provide CPR training and First Aid training to teachers and support staff as needed for the 2020-2021 school year, in the amount not to exceed \$4,500.00 to be paid from the General Fund.

C.14. Approval of Agreement #20-39 – FoodCorps Inc. (Penanhoat/Lugotoff)

It is the recommendation of the Director, Child Nutrition Services, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #20-39 with FoodCorps Inc. for a new service member who will work at designated school service sites to implement District-designated healthy school culture initiatives, in the amount not to exceed \$7,500.00 to be paid with CNS Funds.

C.15. Approval of Agreement #20-40 – Insight Neuropsychology (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-40 with Insight Neuropsychology to provide

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Independent Education Evaluator Services to the Special Education Services Department during the 2020-2021 academic year to complete psychoeducational evaluations, in the amount not to exceed \$30,000.00 to be paid with Special Education Funds.

C.16. Approval of Agreement #20-42 – County of Ventura (DeGenna/Ridge)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #20-42 with the County of Ventura for social workers that will provide programs that are preventative in nature and help support parents on issues relating to attendance and behavior, in the amount not to exceed \$119,396.00 to be paid out of MAA Funds.

C.17. Approval of Agreement #20-43 – The Bodine Group (Bond)

It is the recommendation of the Interim Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #20-43 with The Bodine Group to provide Interest Based Negotiations Training to OSD Administrators and CSEA & OSSA bargaining team members, in the amount not to exceed \$6,000.00, including reimbursement of actual expenses, to be paid from Certificated Personnel Negotiations Funds.

C.18. Approval of Contractor Contingency Allocation No. 014 to the McKinna Elementary School Reconstruct Project for an Increase of Cost for the Work Associated with the Project (Penanhoat/Miller/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 014 to CSA #17-41 with Bernards related to the McKinna Elementary School Reconstruction Project. CCA No. 014 will be a CREDIT to the Contractor Contingency line item of CSA #17-41 in the amount of \$3,153.00. This allocation will not increase the Project's overall budget. After Board approval of CCA No. 014 the remaining balance of the Contractor Contingency will be \$49,137.26.

C.19. Approval of Contractor Contingency Allocation No. 015 to the McKinna Elementary School Reconstruct Project for an Increase of Cost for the Work Associated with the Project (Penanhoat/Miller/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 015 to CSA #17-41 with Bernards related to the McKinna Elementary School Reconstruction Project. CCA No. 015 will be a COST to the Contractor Contingency line item of CSA #17-41 in the amount of \$16,921.00. This allocation will not increase the Project's overall budget. After Board approval of CCA No. 015 the remaining balance of Contractor Contingency will be \$32,216.26.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.20. Ratification of Amendment #4 to Agreement #18-175 – City Impact Inc. (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #4 to Agreement #18-175 with City Impact Inc. to provide individual and/or group therapy services, clinical supervision, Social and Emotional Testing and Assessment Reporting

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services to the Special Education Services Department, in the amount of \$90,000.00 to be paid from Special Education Funds.

C.21. Ratification of Amendment #2 to Agreement #19-38 – Alternative Behavior Strategies, LLC (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #19-38 with Alternative Behavior Strategies, LLC. to provide consultant services to the special education services department during the 2019-20 academic school year, in the amount not to exceed \$421,765.50 to be paid out of Special Education Funds.

C.22. Ratification of Amendment #2 to Agreement #19-141 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #19-141 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$4,654.65, to be paid out of Special Education Funds.

C.23. Ratification of Amendment #3 to Agreement #19-149 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #3 to Agreement #19-149 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$8,215.35, to be paid out of Special Education Funds.

C.24. Ratification of Amendment #2 to Agreement #19-154 – Autism Learning Partners LLC (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #19-154 with Autism Learning Partners LLC to provide 1:1 Behavior Support Services to students, parents, and staff during the 2019-2020 academic year, in the amount not to exceed \$50,000.00 to be paid out of Special Education Funds.

C.25. Ratification of Amendment #1 to Agreement #19-163 with Ventura County Office of Education (DeGenna/Valdes)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Early Childhood Education Programs, that the Board of Trustees ratify Amendment #1 to Agreement #19-163 with Ventura County Office of Education, in the amount of \$8,400.00, to increase the funding the district receives for participating in QRIS, for a new total agreement amount of \$48,000.00.

C.26. Ratification of Amendment #1 to Agreement #19-177 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-177 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$11,583.00, to be paid out of

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Special Education Funds.

C.27. Ratification of Amendment #1 to Agreement #19-206 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-206 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$1,544.40, to be paid out of Special Education Funds.

C.28. Ratification of Agreement #19-215 – Devereaux Texas Treatment Network (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-215 with Devereaux Texas Treatment Network for Non Public School (NPS) services during the 2019-2020 school year, in the amount of \$55,405.22 to be paid from Special Education Funds.

C.29. Ratification of Agreement #20-11 – Foundation for California Community Colleges (DeGenna/Shea)

It is recommended by the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-11 with The Foundation for California Community Colleges to provide professional development for the After School Program staff in the Oxnard School District during the 2020-21 school year, in the amount of \$22,500.00 to be paid with ASES funds.

C.30. Ratification of Agreement/MOU #20-14 - kid-grit, LLC (DeGenna/Shea)

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #20-14 with kid-grit, LLC, to train After School Program staff in the development of social and emotional skills for children, in the amount of \$6,600.00 to be paid out of ASES funds.

C.31. Ratification of Agreement/MOU #20-15 – Hip Hop Mindset (DeGenna/Shea)

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #20-15 with Hip Hop Mindset provide hip hop dance lessons to students in the Oxnard School District, in the amount of \$60,000.00 to be paid out of ASES Grant Funds.

C.32. Ratification of Agreement #20-36 – California Department of Education – Child Development Division Contract #CSPP-0674 (DeGenna/Valdes)

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #20-36 with California Department of Education – Child Development Division, formalizing services to be provided in accordance with Funding Terms and Conditions of the California State Preschool Contract #CSPP-0674, in the amount of \$2,064,039.00 in funding to the Oxnard School District to operate the State Preschool Program.

C.33. Ratification of Agreement/MOU #20-37 – Continuing Development Inc. – Harrington NFL Preschool (DeGenna/Valdes)

It is the recommendation of the Director of Early Childhood Education Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #20-37 with Continuing Development Inc.,

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to operate a Preschool Program at the Harrington Early Childhood Development Center during fiscal year 2020-2021. \$40,752.00 to be paid to Oxnard School District by Continuing Development Inc.

C.34. Ratification of Agreement #20-38 – PRIDE Learning Co. (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-38 with PRIDE Learning Co. to provide reading, writing, and comprehension support to students selected or assigned by the Special Education Services Department, in the amount of \$174,000.00 to be paid out of Special Education Funds.

C.35. Ratification of Agreement/MOU #20-41 with Interface Children and Family Services for Facilities Use at Harrington Early Childhood Development Center (DeGenna/Valdes)

It is the recommendation of the Director of Early Childhood Education Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #20-41 with Interface Children and Family Services for the use of office space at Harrington Early Childhood Development Center July 1, 2020 to June 30, 2021, in the amount of \$7,200.00 per year to be paid to Oxnard School District by Interface.

C.36. Ratification of Agreement #20-44 – Sunrise Physical Therapy Services Inc. (Bond/Magana)

It is recommended by the Risk Manager, and the Interim Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #20-44 with Sunrise Physical Therapy Services Inc. for ergonomic job site evaluations and training, follow-up visits, or group training sessions as requested during the 2020-2021 fiscal year, in the amount not to exceed \$28,500.00 to be paid from Ergonomic Funds.

C.37. Ratification of Agreement #20-48 with Child Development Resources of Ventura County, Inc. – Ground Lease for Jeff Davis Head Start (DeGenna/Valdes)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Early Childhood Education, that the Board of Trustees ratify Agreement # 20-48 with Child Development Resources of Ventura County, Inc., to renew the Ground Lease terms for the Jeff Davis Head Start Program at Lopez Academy for the period of July 1, 2020 to June 30, 2023 , in the amount of \$1,000.00 per year paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

C.38. Ratification of Agreement #20-49 with Child Development Resources of Ventura County, Inc. - Ground Lease for Marina West Head Start (DeGenna/Valdes)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Early Childhood Education, that the Board of Trustees ratify Agreement #20-49 with Child Development Resources of Ventura County, Inc., to renew the Ground Lease terms for the Head Start Program at Marina West for the period of July 1, 2020 to June 30, 2023, in the amount of \$337.00 per year paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

C.39. Ratification of Agreement/MOU #20-50 with Child Development Resources of Ventura County, Inc. for Use of Facilities at Marina West (DeGenna/Valdes)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Early Childhood Education, that the Board of Trustees ratify Agreement/MOU #20-50 with Child Development Resources of Ventura County, Inc. to provide Head Start services at Marina West School for the period of July 1, 2020 to June 30, 2023,

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in the amount of \$2,880.00 per year paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

C.40. Ratification of Agreement/MOU #20-51 with Child Development Resources of Ventura County, Inc. for Use of Facilities at Sierra Linda (DeGenna/Valdes)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Early Childhood Education, that the Board of Trustees ratify Agreement #20-51 with Child Development Resources of Ventura County, Inc. to provide Head Start services at Sierra Linda School for the period of July 1, 2020 to June 30, 2023, in the amount of \$5,760.00 per year paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

C.41. Ratification of Change Order No. 005 to Construction Services Agreement #17-41, with Bernards for the McKinna ES Reconstruct Project (Penanhoat/Miller/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #005 for Master Agreement #17-41 with Bernards, in the amount of \$23,328.00 to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

C.42. Ratification of Change Order No. 006 to Construction Services Agreement # 17-41, with Bernards for the McKinna ES Reconstruct Project (Penanhoat/Miller/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #006 for Master Agreement #17-41 with Bernards, in the amount of \$19,178.00 to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board-approved Master Agreement #17-41.

C.43. Ratification of Change Order No. 007 to Construction Services Agreement # 17-41, with Bernards for the McKinna ES Reconstruct Project (Penanhoat/Miller/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #007 for Master Agreement #17-41 with Bernards, in the amount of \$35,129.00 to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

C.44. Ratification of Change Order No. 008 to Construction Services Agreement #17-41, with Bernards for the McKinna ES Reconstruct Project (Penanhoat/Miller/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #008 for Master Agreement #17-41 with Bernards, in the credit amount of \$6,609.00 to be returned to the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

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C.45. Ratification of Change Order No. 009 to Construction Services Agreement # 17-41, with Bernards for the McKinna ES Reconstruct Project (Penanhoat/Miller/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #009 for Master Agreement #17-41 with Bernards, in the amount of \$19,291.00 to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

C.46. Ratification of Change Order #001 to Agreement #19-209 with Falcon Roofing Company for Roofing Project 2020 (Penanhoat/Miller)

It is the recommendation of the Director of Facilities, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Change Order #001 to Agreement #19-209 with Falcon Roofing Company for roofing repair/replacement at Fremont Academy in the amount of \$41,007.00, to be paid out of Deferred Maintenance Funds.

Section D: ACTION ITEMS

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

D.1. Reimbursement for Teacher Substitute at Rio School District (Penanhoat)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve reimbursement to Rio School District as stipulated by Education Code Section 44987.3, in the amount of \$398.23 to be paid from the General Fund.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

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

D.2. Approval of Proposed Signage for Dr. Manuel M. Lopez Academy of Arts & Sciences (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees approve the design of the proposed signage for Dr. Manuel M. Lopez Academy of Arts & Sciences, as presented.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

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

Vote:

ROLL CALL VOTE:

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

D.3. Approval of Credit for Prior Management Experience for Danielle Edwards, Director of Special Education (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees approve Danielle Edwards's initial placement on the salary schedule at Step 3, retroactive to July 1, 2020. Fiscal impact to the general fund of \$14,050.50.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

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

D.4. Approval of Single Subject Provisional Internship Permit (PIP) in Music for 2020-2021 for Cecilia Arredondo (Bond)

It is the recommendation of the Interim Assistant Superintendent of Human Resources that the Board of Trustees approve the Single Subject Provisional Internship Permit (PIP) in Music for Cecilia Arredondo, as presented.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

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

D.5. Approval of a Variable Term Service Waiver in Special Education: Visual Impairments (VI) for 2020-21 for Jessica Kaplan (Bond)

It is the recommendation of the Interim Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Service Waiver in Special Education: Visual Impairments for Jessica Kaplan, as presented.

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

August 5, 2020

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

ROLL CALL VOTE:

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

D.6. Approval of a Variable Term Service Waiver in Speech Language Pathology for 2020-21 for Stephanie Kam (Bond)

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

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

ROLL CALL VOTE:

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

D.7. Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2019-2020 Collective Bargaining Agreement (Bond)

It is the recommendation of the Interim Assistant Superintendent, Human Resources that the Board of Trustees adopt the 2019-2020 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association (OEA), as presented.

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

ROLL CALL VOTE:

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

Section F: BOARD POLICIES

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

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

F.1. First Reading of BP 5116.2 Involuntary Student Transfers & BP/AR 6164.6 Identification and Education Under Section 504 (DeGenna)

Board Policy 5116.2 is new and a recommendation by CSBA (California School Board Association) to be added as a district policy. Board Policy and Administrative Regulation 6164.6 has revisions italicized and strikethrough's for changes recommended by CSBA and by district administration. These policies will be presented for a second reading and adoption at the August 19, 2020 Board meeting.

Section G: CONCLUSION

G.1. Superintendent's Announcements (3 minutes)

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

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

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

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

Time Adjourned _____

ROLL CALL VOTE:

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

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, July 31, 2020.

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

August 5, 2020

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 5, 2020

Agenda Section: Section A: Study Session

Study Session - 2020-21 Budget Revision (Penanhoat/Crandall Plasencia)

In accordance with Education Code 42127 (i)(4), which provides that “not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by the Budget Act”, the Board will receive the 2020-21 Budget Revision for review.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None - information only.

ADDITIONAL MATERIALS:

Attached: [OSD Revised Budget \(1 page\)](#)
[School Services of California's Overview of the 2020-21 Enacted Budget Presentation \(28 pages\)](#)
[OSD 45-Day Budget Revision Presentation \(11 pages\)](#)

**Oxnard School District
45-Day Budget Revision
2020-21 Fiscal Year**

Description		Original Budget (A)	45-Day Budget Revision (B)	Difference (B - A) (C)	% Diff (C / A) (D)
REVENUES	Obj. Codes				
LCFF Revenues	8010-8099	153,410,469	166,648,557	13,238,088	8.63%
Federal Revenues	8100-8299	15,896,821	17,395,134	1,498,313	9.43%
State Revenues	8300-8599	7,991,723	9,261,963	1,270,240	15.89%
Local Revenues	8600-8799	10,100,722	10,100,722	0	0.00%
TOTAL REVENUES		187,399,735	203,406,376	16,006,641	8.54%
EXPENDITURES					
Certificated Salaries	1000	80,299,029	81,520,287	1,221,258	1.52%
Classified Salaries	2000	27,532,439	28,167,207	634,768	2.31%
Employees' Benefits	3000	40,502,919	44,834,850	4,331,931	10.70%
Books and Supplies	4000	13,019,602	13,437,401	417,799	3.21%
Services and Operating Expenses	5000	27,708,863	27,708,863	0	0.00%
Capital Outlay	6000	186,250	186,250	0	0.00%
Other Outgo	7100-7499	1,993,289	1,993,289	0	0.00%
TOTAL EXPENDITURES		191,242,391	197,848,147	6,605,756	3.45%
OPERATING SURPLUS (DEFICIT)		(3,842,656)	5,558,229	9,400,885	244.65%
OTHER SOURCES AND TRANSFERS IN	8900-8979	0	0	0	0.00%
OTHER USES AND TRANSFERS OUT	7600-7699	654,729	654,729	0	0.00%
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE		(4,497,385)	4,903,500	9,400,885	209.03%
BEGINNING BALANCE	9791	15,298,129	15,298,129	0	0.00%
CURRENT YEAR ENDING BALANCE		10,800,744	20,201,629	9,400,885	87.04%
COMPONENTS OF ENDING BALANCE					
Non-spendable	9711-9719	120,000	120,000	0	0.00%
Restricted	9740	2,415,586	0	(2,415,586)	-100.00%
Committed	9750 / 9760	0	0	0	0.00%
Assigned	9780	150,000	6,915,675	6,765,675	4510.45%
Reserve for Economic Uncertainties	9789	5,756,915	5,955,086	198,171	3.44%
UNAPPROPRIATED BALANCE	9790	2,358,243	7,210,868	4,852,625	205.77%



Overview of the 2020–21 Enacted State Budget



Themes for the 2020–21 Enacted State Budget

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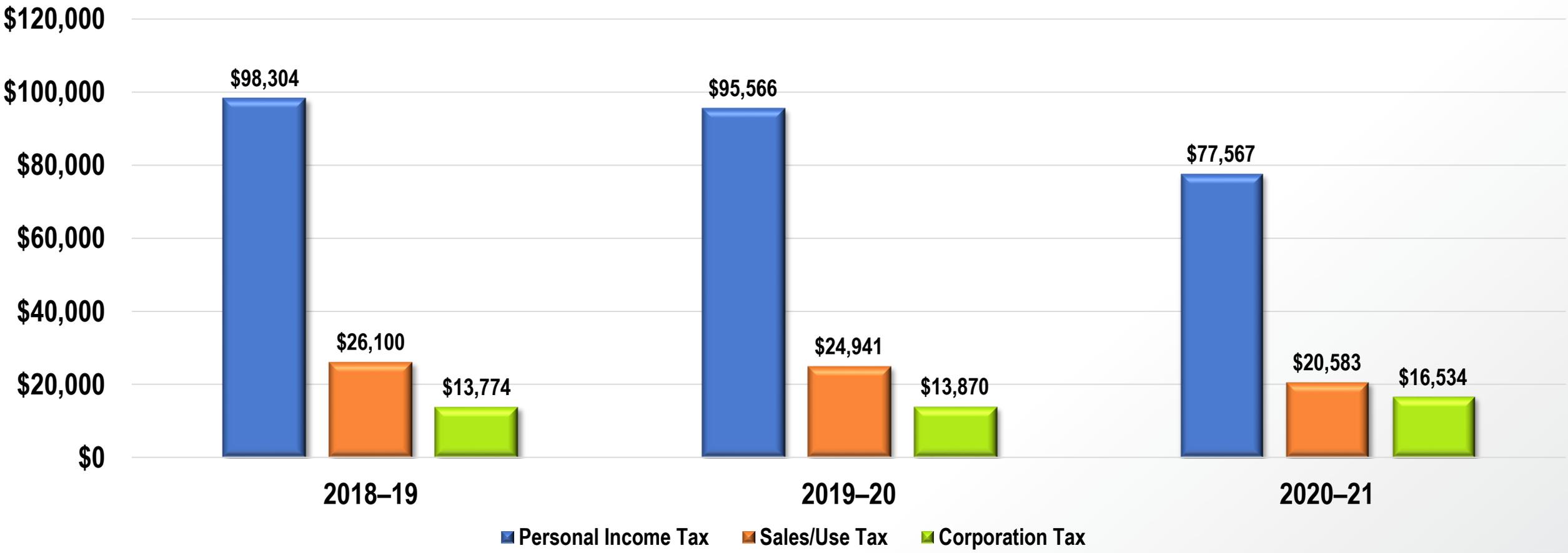
- **Governor Gavin Newsom and the Legislature provided resources and support beyond the Proposition 98 requirement in 2020–21, giving one-time federal resources and pension rate relief and promising more than the minimum guarantee in 2021–22**
- **But troubling tradeoffs were also made—tying the hands of districts that needed to make layoffs, deferring significant portions of cash, and not funding enrollment growth for local educational agencies (LEAs)**
- **Programmatically, the 2020–21 State Budget creates rules for distance learning, and in-person and hybrid instruction models as a condition to receive flat funding in 2020–21**
 - **These provisions have caused a lot of concern in the field as LEAs adapt education programs for the fall to these new rules and health guidance**



California Economy: Big Three Taxes

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Big Three Taxes
(in millions)



Source: 2019-20 and 2020-21 State Budget Summary

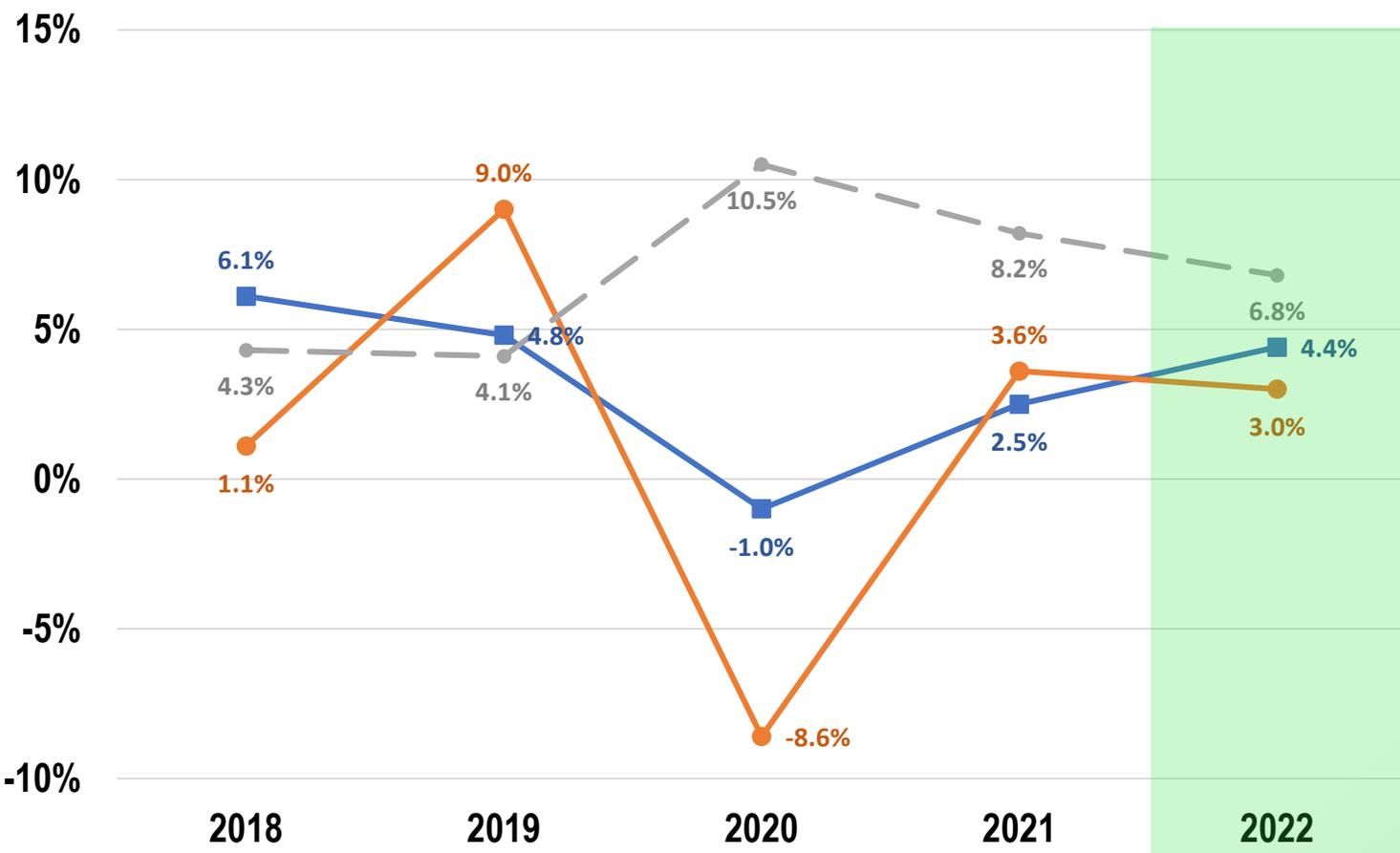


California Economy: The Road to Recovery

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Constellation of Economic Indicators

Real Personal Income Employment Unemployment



- As with the national recovery, the state's recovery will depend on how effectively we manage COVID-19
- Some industry sectors will heal slower than others
 - Leisure and Hospitality
 - Trade
- The technology and financial sectors should recover more quickly
- Key economic indicators narrow in 2022 when the overall economy is predicted to reach near 2019 levels

Source: UCLA Forecast, June 2020



Rainy Day Fund—Budget Stabilization Account

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- **The Budget Stabilization Account (BSA) currently has approximately \$16.1 billion**
- **Governor Newsom issued a budget emergency proclamation on June 25, which permits the state to draw from the BSA**
 - **Proposition 2 (2014) stipulates that a withdrawal may not exceed half of the BSA balance in the first year of a budget emergency**
- **The 2020–21 State Budget will draw \$7.8 billion, or nearly half (48%) of the BSA**

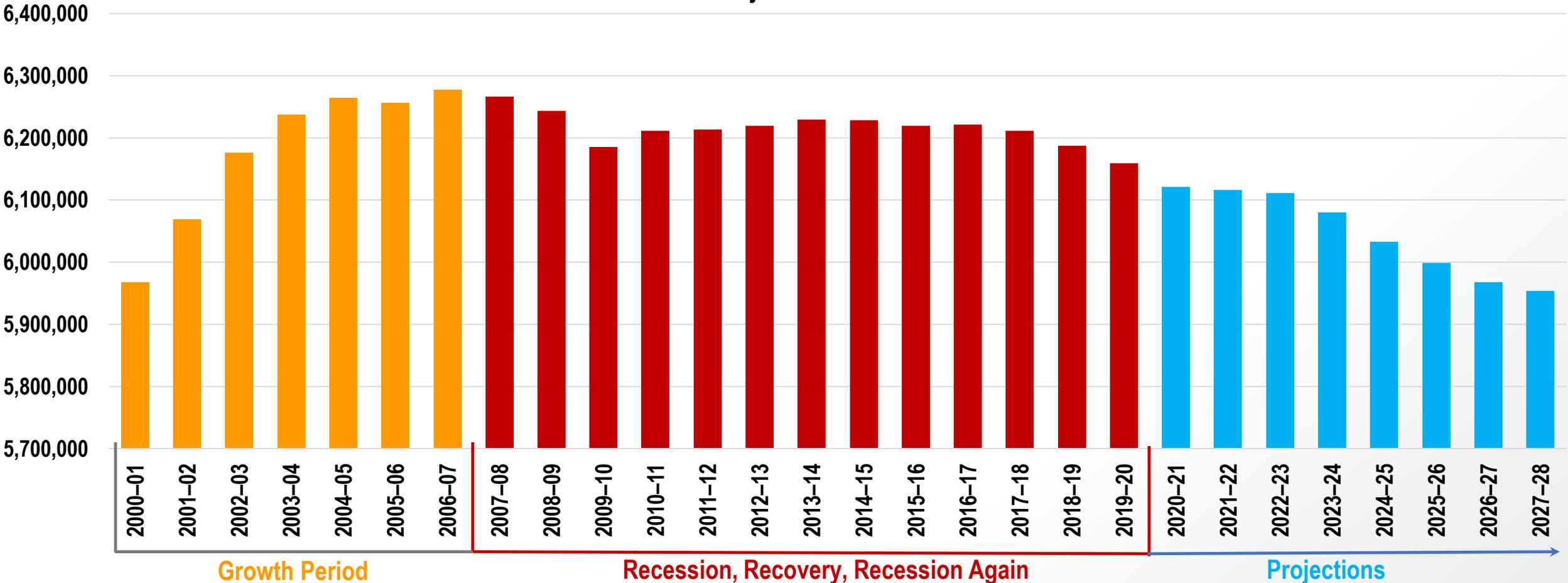




Statewide Enrollment Trends

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Historic and Projected K-12 Enrollment



Source: Department of Finance (DOF) Demographic Research Unit, Revised January 2020
Actual enrollment data through 2018-19



January Budget vs. May Revision vs. Enacted Budget

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Item	January Budget	May Revision	Enacted Budget
2020–21 LCFF* Funding Change	+\$1.2 billion	-\$6.5 billion	\$0
Proposition 98 Minimum Guarantee			
2018–19	\$78.4 billion	\$78.7 billion	\$78.5 billion
2019–20	\$81.6 billion	\$77.4 billion	\$77.7 billion
2020–21	\$84.0 billion	\$70.5 billion	\$70.9 billion
2020–21 Statutory COLA	2.29%	2.31% (Not funded, additional cuts)	2.31% (Not funded)
One-Time Discretionary Funds	\$0	\$0	\$0

*Local Control Funding Formula (LCFF)



Statutory COLA

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Statutory COLA: 2.31%



Funded COLA: 0%

- The statutory cost-of-living adjustment (COLA) is 2.31%; however, the adopted State Budget provides no COLA for 2020–21
 - No changes were made to the LCFF add-ons (e.g., Home-to-School Transportation, Targeted Instructional Improvement Grants, etc.)
- While the Legislature can say “no cuts were made to education,” the elimination of the statutory COLA is a cut
- The COLA has been eliminated not only for LCFF, but for all categorical programs outside of the LCFF



Budget Deferrals

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What Are They?

- **Budget deferrals allow the state to record a budget cut in one year and move the expense to the next year**

Impact to Proposition 98

- **This entry then reduces the appropriated Proposition 98 amount in the deferral year and increases Proposition 98 appropriations in the next year**

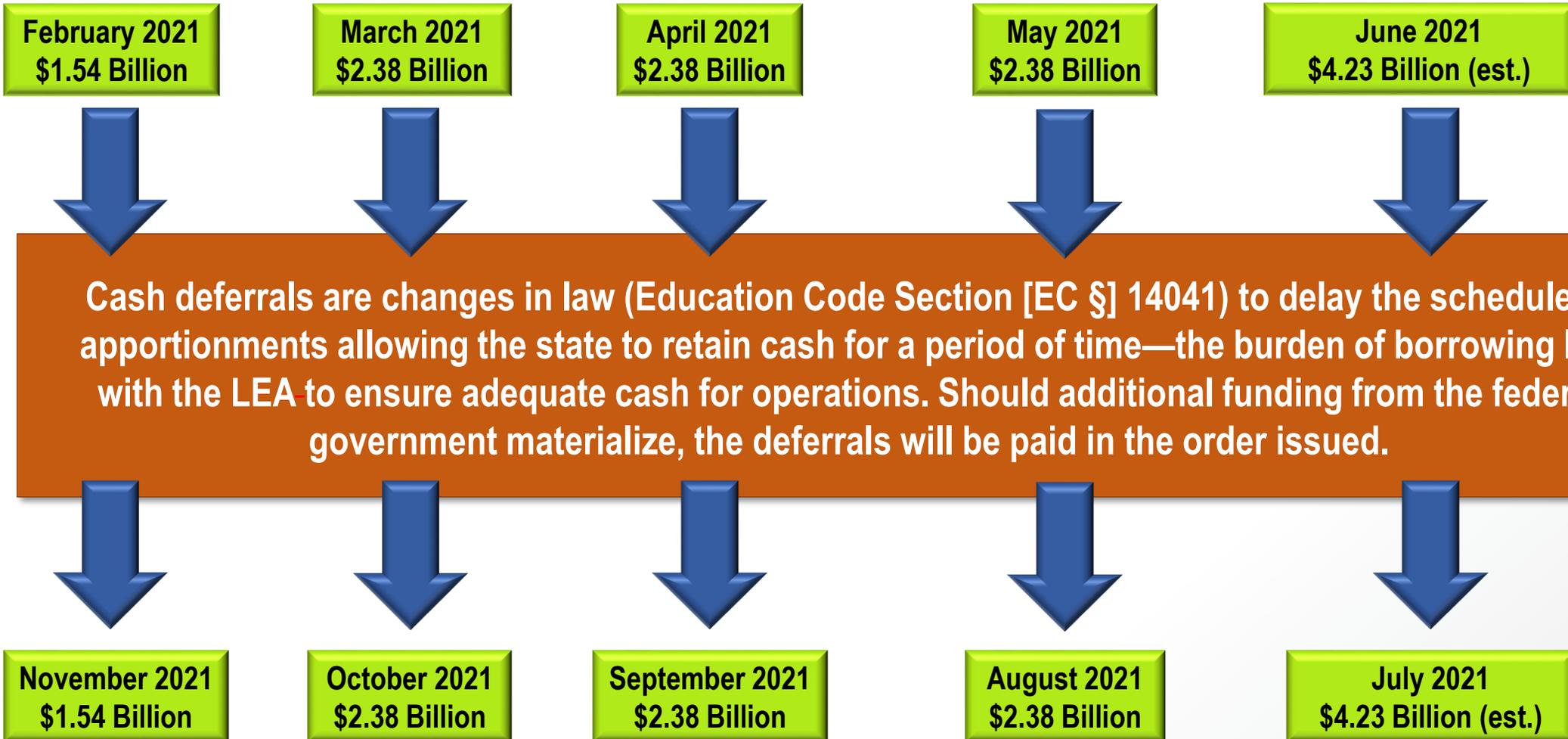
You Can Have Both Budget and Cash Deferrals

- **June to July deferrals are cash deferrals, part of which are budget deferrals**
- **February through May deferrals are both cash and budget deferrals**



Cash Deferrals

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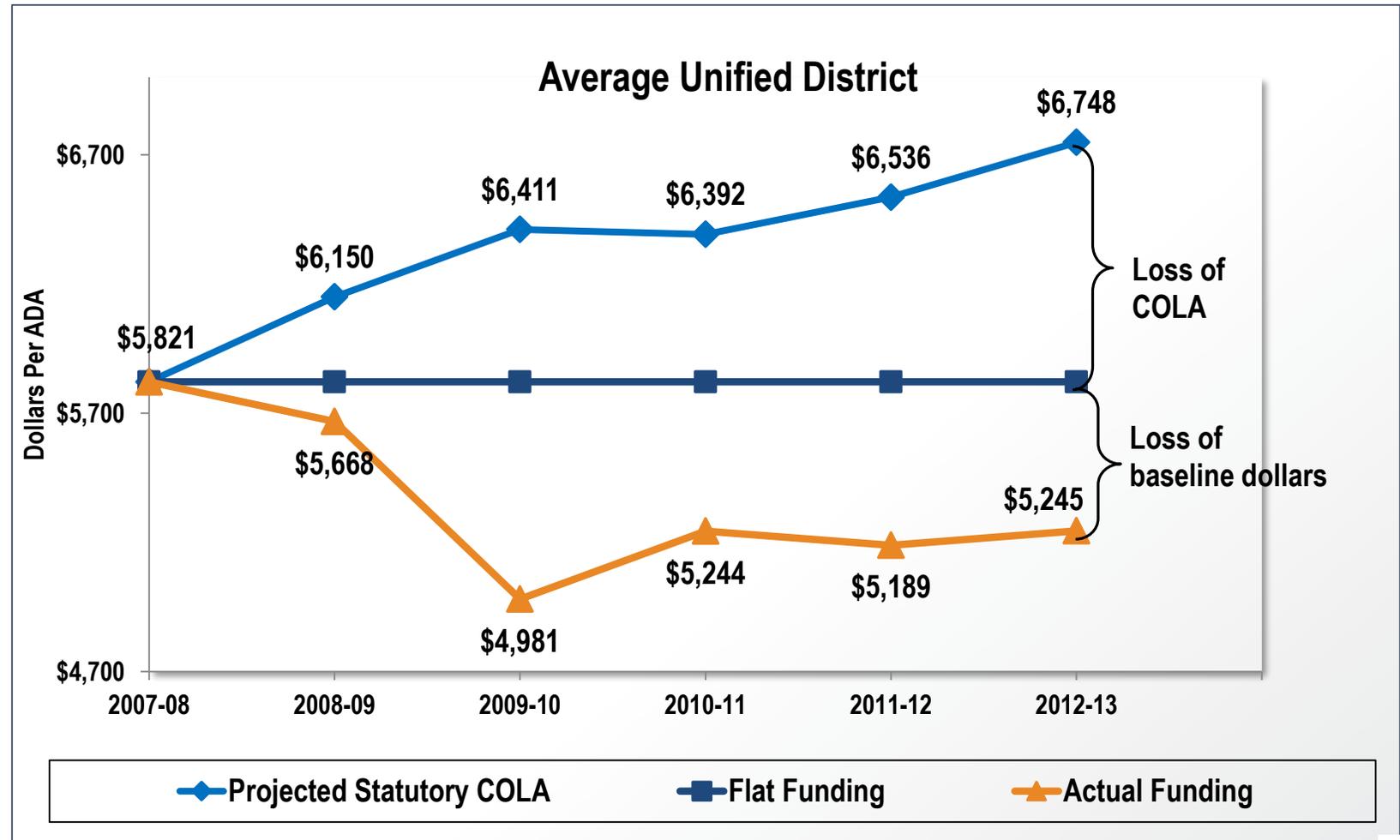




Great Recession Deficit Factor—Remember This?

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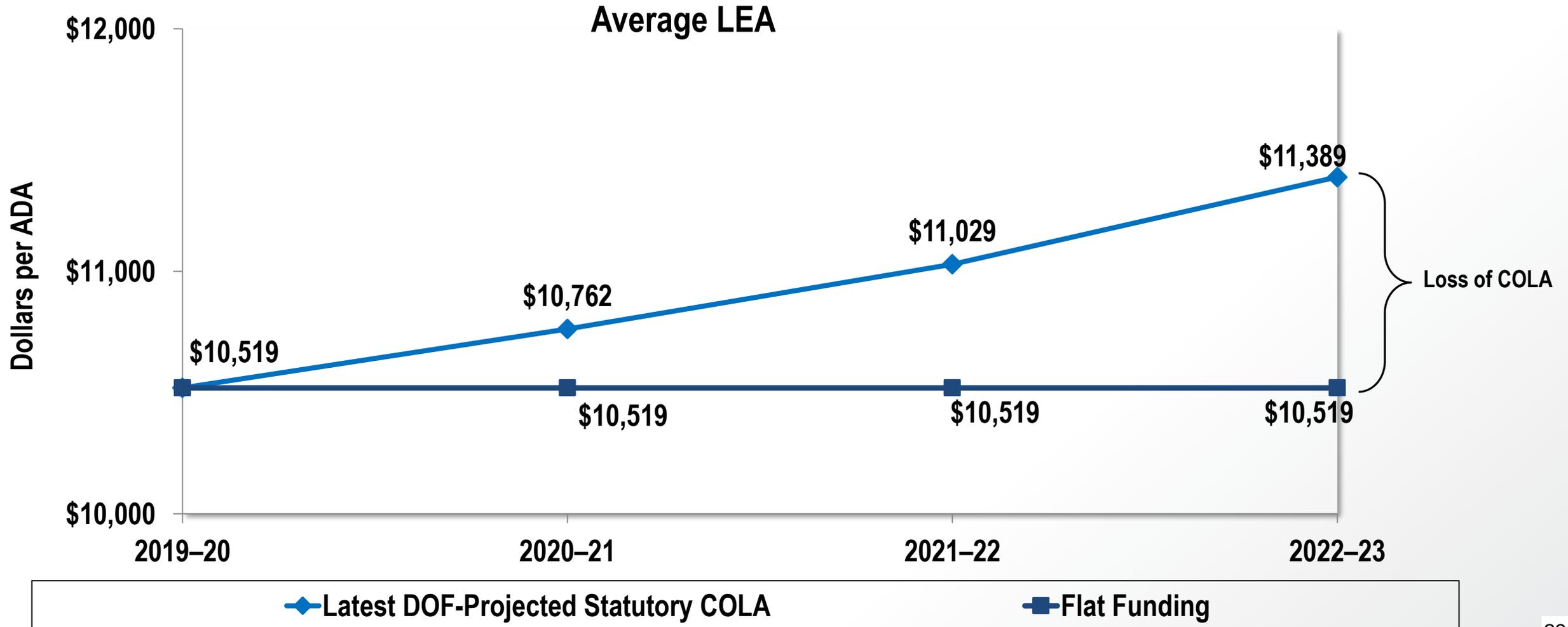
- During the Great Recession, funding under the Revenue Limit was cut for five consecutive years
- As a result, the purchasing power of LEAs was significantly reduced





LCFF Deficit Factor—Here We Go Again?

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CalPERS and CalSTRS Rate Buydowns

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- **Assembly Bill 84 (Chapter 16/2020) was signed into law and sets the California Public Employees' Retirement System (CalPERS) and California State Teachers' Retirement System (CalSTRS) employer contribution rates for 2020–21**
 - **The rates for 2021–22 are subject to some fluctuation, and updates will be provided by each system as we approach that fiscal year**
- **The bill also removed the CalSTRS Board's ability to change the state contribution beginning in 2020–21, instead retaining the 2019–20 rate**

CalPERS—Employer Rate				CalSTRS—Employer Rate			
2020–21		2021–22		2020–21		2021–22	
Previous	New	Previous	New	Previous	New	Previous	New
22.67%	20.70%	24.60%	22.84%*	18.40%	16.15%	18.10%	16.00%*

*Subject to change by system board



Special Education

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No COLA applied to special education resources



Increases base rates to \$625 per ADA for those Special Education Local Plan Areas (SELPAs)/LEAs funded at or below that rate

SELPAs/LEAs currently funded above \$625 per ADA will continue to receive their historic rate, without COLA



Categorical Programs

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May Revision included \$352.9 million in cuts to categorical programs

Career Technical Education Resources

Adult Education Block Grant

After School Education and Safety (ASES) Program



No cuts to categorical programs in the enacted State Budget



Flexibilities for ASES in 2020–21

Attendance Requirements

Hours and Locations

Student-to-Staff Ratios



CARES Act—Funds Used for K–12 Education

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\$1.65 Billion
**Elementary and Secondary School
 Emergency Relief (ESSER) Fund**

- **\$1.48 billion (90%) to LEAs based on 2019 Title I, Part A Funds**
- **\$165 million (10%) for COVID-19 related state-level activities**

\$355 Million
**Governor's Emergency Education
 Relief (GEER) Funds**

The GEER funds will be allocated to the SWDs portion of the learning loss mitigation initiative

\$4.4 Billion
Coronavirus Relief Fund (CRF)

These funds will be allocated to the learning loss mitigation initiative



CARES Act—ESSER Funds

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- **\$1.48 billion (90%) of the state’s ESSER funds will be allocated to LEAs in proportion to the amount of Title I, Part A funds that each LEA received in fiscal year 2019**
- **The remaining \$165 million (10%) of those funds will be distributed as follows:**

\$112.2 million to provide up to \$0.75 per meal for LEAs participating in the National School Lunch Program, School Breakfast Program, Seamless Summer Option, or Summer Food Service Program between March 2020 and August 2020 due to physical school closures

\$45 million to LEAs for grants to coordinate or expand community schools

\$6 million for the University of California Subject Matter Projects to provide distance learning educator professional development

\$1.5 million to the California Department of Education (CDE) for state operations costs associated with the COVID-19 pandemic



CARES Act—Learning Loss Mitigation

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**\$1.5 Billion
SWDs**

Estimated at \$1,900 per pupil, based on the 2019–20 fall 1 census enrollment of SWDs ages 3 to 22

**\$2.86 Billion
Supplemental & Concentration
Grants**

Based on proportion of supplemental and concentration grant funding using the 2019–20 Second Principal Apportionment (P-2) certification

**\$980 Million
(*\$540 million is Proposition 98*)
LCFF Apportionment**

Based on proportion of LCFF funds using the 2019–20 P-2 certification

For more information, see *Fiscal Report* article “COVID-19 Resources for LEAs Summarized” in Workshop Resources.



CBO SUPERINTENDENT

School Funding Cliff



19-20

20-21

21-22?

Rick Ralick



Local Relief Measures

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- The State Budget includes several provisions intended to relieve pressure on LEA budgets

Surplus Property Proceeds

LEAs may use the proceeds from the sale or lease of surplus property for one-time General Fund purposes

Interfund Borrowing

LEAs may temporarily borrow up to 85% of the moneys in a fund or account if state defers payments

- ❖ Additional requirements apply
- ❖ For 2020–21 and 2021–22

TK Teacher Credentialing Requirement

Extends the requirement that certain transitional kindergarten (TK) teachers meet additional credentialing requirements by one year, to August 1, 2021

Deferral Exemption

LEAs may be exempt from deferrals when the county superintendent, or chartering authority in consultation with the county superintendent, certifies that the LEA will be unable to meet obligations



Additional Federal Funding?

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On May 15, the U.S. House of Representatives approved a \$3 trillion stimulus package dubbed the Health and Economic Recovery Omnibus Emergency Solutions (HEROES) Act

The HEROES Act would provide about \$58 billion for K–12 education, \$1.5 billion to help schools provide internet services, and \$10 billion to provide services for families and children

Senate Majority Leader Mitch McConnell has described the HEROES Act as “dead on arrival,” but also said that a second COVID-19 relief package would be considered when the Senate returns from recess

If additional federal funding does materialize by October 15, up to \$5.8 billion of the K–12 deferrals may be reduced



Local Agency Operations and the Budget



SSC Financial Projection Dartboard

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LCFF PLANNING FACTORS

Factor	2019–20	2020–21	2021–22	2022–23	2023–24
Statutory COLA and Department of Finance Latest Estimates	3.26%	2.31%	2.48%	3.26%	N/A
Funded COLA	3.26%	0.00%	N/A	N/A	N/A
SSC Estimated Statutory COLA	3.26%	2.31%	0.60%	0.70%	1.60%
SSC Recommended Planning COLA	3.26%	0.00%	0.00%	0.00%	0.00%

OTHER PLANNING FACTORS

Factors	2019–20	2020–21	2021–22	2022–23	2023–24	
California CPI	2.34%	0.98%	1.59%	1.87%	2.33%	
California Lottery	Unrestricted per ADA	\$149	\$150	\$150	\$150	\$150
	Restricted per ADA	\$48	\$49	\$49	\$49	\$49
Mandate Block Grant (District)	Grades K–8 per ADA	\$32.18	\$32.18	\$32.18	\$32.18	\$32.18
	Grades 9–12 per ADA	\$61.94	\$61.94	\$61.94	\$61.94	\$61.94
Mandate Block Grant (Charter)	Grades K–8 per ADA	\$16.86	\$16.86	\$16.86	\$16.86	\$16.86
	Grades 9–12 per ADA	\$46.87	\$46.87	\$46.87	\$46.87	\$46.87



MYP Declining Enrollment Districts

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MYP Declining Enrollment Districts

Funding flat in 2020–21.
2021–22 funded ADA may show a significant year-to-year drop



2016–17

2017–18

2018–19

2019–20

2020–21

2021–22

2022–23

— Funded ADA — Declining ADA



Deferrals and Cash Flow

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- **Cash deferrals are back with a vengeance**
 - **The first deferral—the Second Principal Apportionment (P-2) deferral—has already been implemented, starting in June 2020**
 - **The P-2 deferral includes all state aid that would have normally been paid in June 2020, approximately \$4.23 billion**
 - **However, only \$1.85 billion of this is scored as a budget deferral to 2020–21 on the state’s books**
 - **The P-2 deferral is ongoing**
 - **Starting with the 2020–21 P-2 deferral, \$2.38 billion is scored as a budget deferral to the following year**

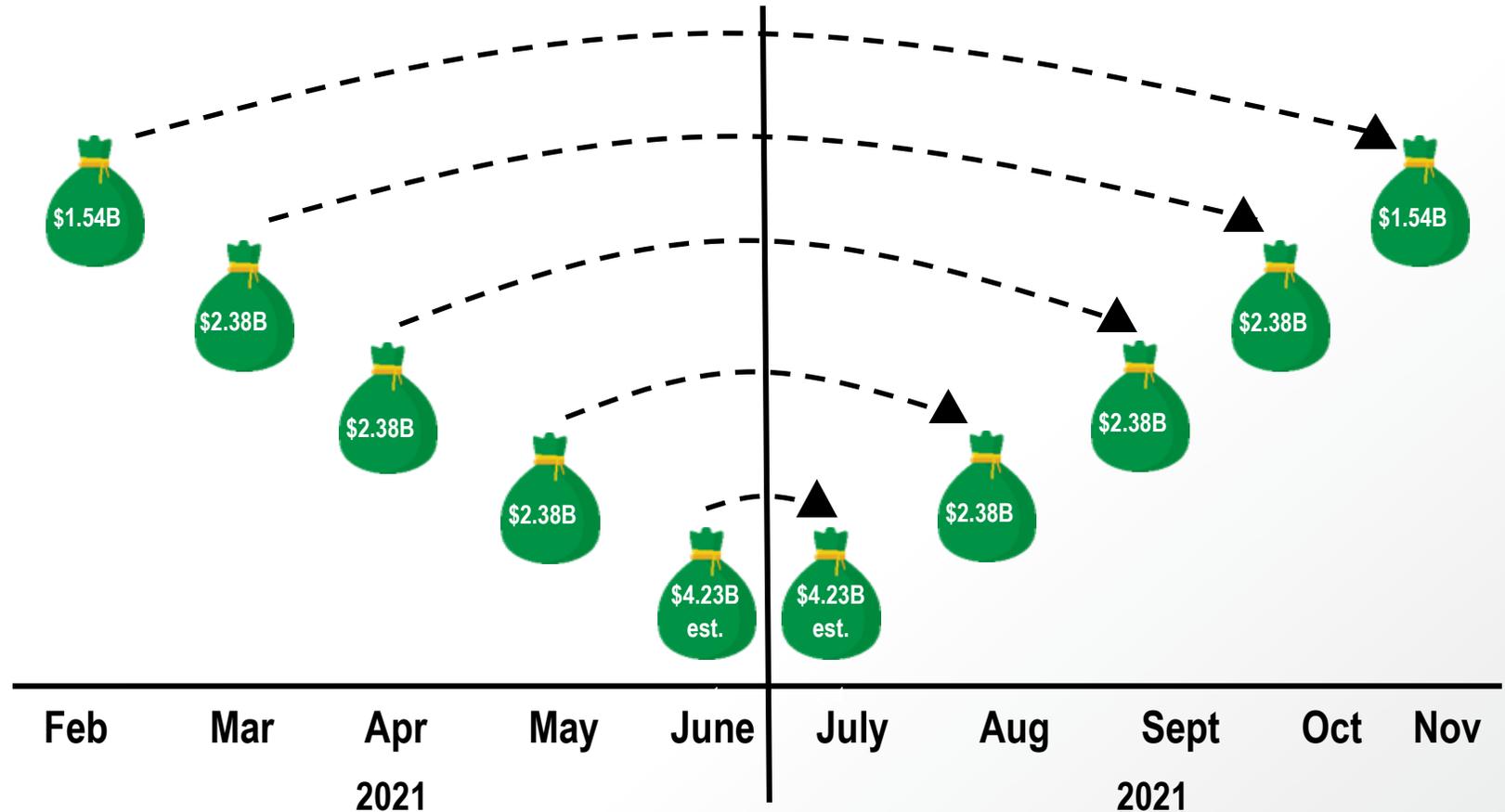


Deferrals and Cash Flow

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- The P-2 deferral is ongoing
 - Plus, additional ongoing deferrals are implemented starting in February 2021:

Cash Deferrals 2020–21 (in billions)





Deferrals and Cash Flow

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- The effects of these cash deferrals on the typical apportionment schedule for February through June 2021 are as follows:

Month	Normal Share of Annual Apportionment ¹	Proportion Deferred	Resulting Share of Annual Apportionment
February 2021	9%	45%	5%
March 2021	9%	70%	3%
April 2021	9%	70%	3%
May 2021	9%	70%	3%
June 2021	Balance	100%	0%

Estimated based on the 2019–20 Principal Apportionment amounts

¹Per EC § 14041(a)(2)

- In effect, LEAs will receive only about 68% of the state aid apportionment during the year



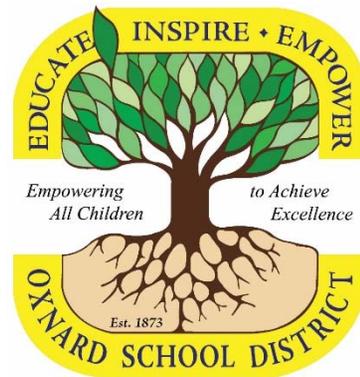
The Road Ahead

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- **The education budget is about as good as can reasonably be hoped for in these uncertain times**
 - **No LCFF cuts**
 - **New ongoing resources in special education and one-time resources for learning loss**
 - **Pension contribution rate relief for two years**
- **However, cash deferrals, the cost of protective measures, distance learning, and pandemic uncertainty all contribute to the most difficult year education has likely ever faced**



45-Day Revision to 2020-21 Adopted Budget August 5, 2020

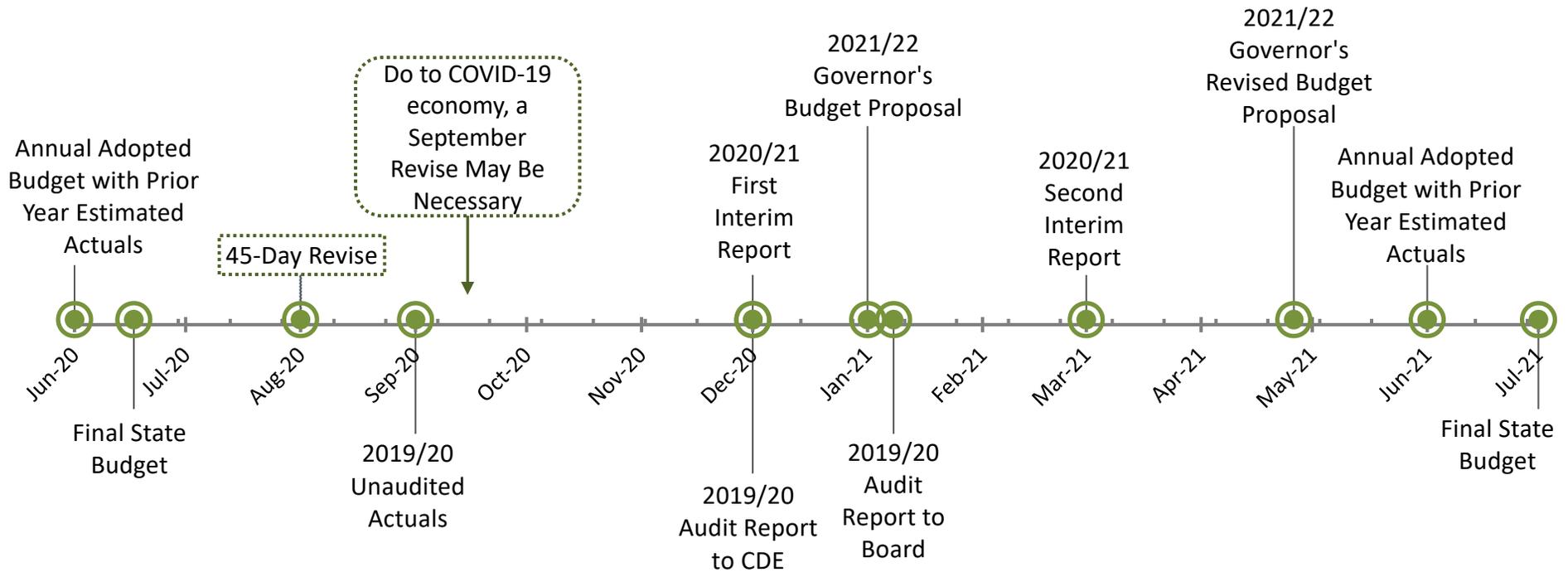


Presented by:

Mary Crandall Plasencia
Director of Finance

45-Day Budget Revision and the Fiscal Cycle

When the Annual State Budget Act includes significant differences in funding to school districts, a school district shall make available for public review any revisions to revenues and expenditures that it has made to its budget to reflect the funding made available by the Budget Act, no later than 45-days after the Governor signs the annual Budget Act (Education Code 42127h).



Significant Changes Since May Revision

- Funded COLA is set at 0.00%, instead of -7.92% reduction
 - Statutory COLA remains at 2.31% (effective cut to school funding)
- Restores categorical program reductions
- Creates an ADA hold harmless to fund LCFF on 2019-20 P-2 ADA
- Adjusts Special Education formula and sets base rate at \$625/ADA
- Expands deferrals of 2020-21 apportionments to \$11 billion
- Eliminates triggers in revenue reductions
- Adds triggers to reduce deferrals if there are sufficient new federal funds to offset them
- Prohibits layoff of certain certificated and classified employees for one year
- Adds requirements for Distance Learning
 - Maintains instructional day requirements, but adjusts instructional minute requirements
 - Requires daily live interaction with certificated employees and peers
 - Regular attendance collection is still required
- Adds \$1 billion to Learning Loss Mitigation and changes formulas
 - Total LLM funds of \$5.3 billion
 - Requires adoption of Learning Continuity and Attendance Plan by September 30, 2020

Changes to Planning Factors for 2020-21 and MYPs

Planning Factor	2020-21	2021-22	2022-23
Estimated Funded ADA (Average Daily Attendance)	<i>15,247.90</i> 15,247.90	<i>14,947.32</i> 15,247.90	<i>14,636.46</i> 14,636.46
Funded UPP (Unduplicated Pupil Percentage) (rolling %)	<i>86.92%</i> 86.84%	<i>89.00%</i> 89.01%	<i>88.82%</i> 88.82%
Step & Column Increases (no change)	1.50%	1.50%	1.50%
Effective COLA (Statutory COLA set at 2.31%)	<i>-7.92%</i> 0.00%	<i>0.00%</i> 0.00%	<i>0.00%</i> 0.00%
California Consumer Price Index (CPI)	<i>0.62%</i> 0.98%	<i>1.73%</i> 1.59%	<i>2.12%</i> 1.87%
STRS Employer Projected Rates (no change)	16.150%	16.020%	18.100%
PERS Employer Projected Rates (no change)	20.700%	22.840%	25.500%
Lottery - Unrestricted per ADA	<i>\$153</i> \$150	<i>\$153</i> \$150	<i>\$153</i> \$150
Lottery - Prop 20 per ADA	<i>\$54</i> \$49	<i>\$54</i> \$49	<i>\$54</i> \$49
Mandated Block Grant per ADA (no change)	\$32.18	\$32.18	\$32.18
Federal CARES Act one-time ESSER funds (no change)	\$3,173,320		
Federal Coronavirus Relief Fund (CRF) one-time funds	\$3,895,000		
Federal & State Learning Loss Mitigation one-time funds	\$6,765,675		
Health Benefits (no change)	Hard Cap negotiated with each Bargaining Unit		
Budget Reduction Amount (to be developed)	\$ (6,200,000)	\$ (11,100,000)	\$ (11,000,000)
	\$ -	\$ -	\$ (9,000,000)
Original Adopted Budget factors are listed first in <i>italicized type</i> .			
Factors that have changed since Adopted Budget are listed in bold type .			

Changes to 2020-21 Budget – REVENUE

- LCFF REVENUE

- Restoration of -7.92% COLA Deficit takes our LCFF revenue back to where we were supposed to be (restores **\$13.2 million** compared to Adopted Budget)
- However, the applied 0% COLA is actually a cut from the statutory 2.31% COLA which equates to **<\$3.8 million>**
- The ADA hold harmless will create a one-time bump in 2021-22 revenue, and then a dip in 2022-23 revenue
- Declining Enrollment continues to degrade per ADA funding

- FEDERAL REVENUE

- Estimated Federal CARES Act one-time ESSER funds remain at **\$3.1 million**
- Estimated Learning Loss Mitigation one-time Federal funds increase by **\$1.5 million** (new total of \$5.4 million), but come with conditions and short expenditure timelines

- OTHER STATE REVENUE

- Slight decrease in Lottery funding rates nets to **<\$102,122>**
- Estimated Learning Loss Mitigation one-time State funds are **\$1.3 million**, but come with conditions and short expenditure timelines

Changes to 2020-21 Budget – EXPENDITURES

- RESTORATION OF COVID-RELATED BUDGET REDUCTIONS
 - 2 Furlough days for all employees working 183 days or more \$1,289,100
 - Restore site discretionary budgets by 13% \$417,799
 - Hiring freeze – certain vacant positions \$675,000
 - One-Time deferral of contribution to reserve fund for Retiree Benefits \$3,819,485

- REINSTATEMENT OF CLASSIFIED POSITIONS
 - Custodial positions (3.5 FTE) \$265,000
 - Instructional Materials position (1.0 FTE) \$80,000

- TOTAL EXPENDITURE RESTORATION of **\$6.6 million**

Multi-Year Projections, 45-Day Revision to 2020-21

Where we are now

	2019-20 Estimated Actuals	2020-21 45-Day Revision 0.00% COLA	2021-22 Projections 0.00% COLA	2022-23 Projections 0.00% COLA
Revenues	\$199,628,821	\$203,406,376	\$195,506,303	\$188,654,416
Expenditures		\$198,502,876	\$197,381,839	\$200,245,223
Budget Reductions Needed				(\$9,000,000)
Total Adjusted Expenditures	\$203,784,131	\$198,502,876	\$197,381,839	\$191,245,223
Excess (Deficiency) of Revenue over Expenditures	(\$4,155,310)	\$5,558,229	(\$1,375,536)	(\$2,090,807)
Transfers from Other Funds	0		0	0
Transfers to Other Funds	\$1,434,097	\$654,729	\$500,000	\$500,000
Net Increase (Decrease) in Fund Balance	(\$5,589,407)	\$4,903,500	(\$1,875,536)	(\$2,590,807)
Beginning Fund Balance	\$20,887,536	\$15,298,129	\$20,201,629	\$18,326,093
Total Ending Fund Balance	\$15,298,129	\$20,201,629	\$18,326,093	\$15,735,286
<u>Components of Ending Fund Balance</u>				
3% Reserve for Economic Uncertainty	\$6,160,678	\$5,955,086	\$5,921,455	\$5,737,357
Non-Spendable (Stores & Revolving Cash)	\$120,000	\$120,000	\$120,000	\$120,000
Legally Restricted	\$4,417,263	\$0	\$0	\$0
Other Assignments	\$150,000	\$6,915,675	\$4,915,675	\$2,915,675
Undesignated/Unappropriated Fund Balance	\$4,450,188	\$7,210,868	\$7,368,963	\$6,962,254

45-Day Revision to 2020-21 Adopted budget

		Original Budget	45-Day Budget Revision	Difference (B - A)	% Diff (C / A)
Description		(A)	(B)	(C)	(D)
REVENUES	Obj. Codes				
LCFF Revenues	8010-8099	153,410,469	166,648,557	13,238,088	8.63%
Federal Revenues	8100-8299	15,896,821	17,395,134	1,498,313	9.43%
State Revenues	8300-8599	7,991,723	9,261,963	1,270,240	15.89%
Local Revenues	8600-8799	10,100,722	10,100,722	0	0.00%
TOTAL REVENUES		187,399,735	203,406,376	16,006,641	8.54%
EXPENDITURES					
Certificated Salaries	1000	80,299,029	81,520,287	1,221,258	1.52%
Classified Salaries	2000	27,532,439	28,167,207	634,768	2.31%
Employees' Benefits	3000	40,502,919	44,834,850	4,331,931	10.70%
Books and Supplies	4000	13,019,602	13,437,401	417,799	3.21%
Services and Operating Expenses	5000	27,708,863	27,708,863	0	0.00%
Capital Outlay	6000	186,250	186,250	0	0.00%
Other Outgo	7100-7499	1,993,289	1,993,289	0	0.00%
TOTAL EXPENDITURES		191,242,391	197,848,147	6,605,756	3.45%
OPERATING SURPLUS (DEFICIT)		(3,842,656)	5,558,229	9,400,885	244.65%
OTHER SOURCES AND TRANSFERS IN	8900-8979	0	0	0	0.00%
OTHER USES AND TRANSFERS OUT	7600-7699	654,729	654,729	0	0.00%
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE		(4,497,385)	4,903,500	9,400,885	209.03%
BEGINNING BALANCE	9791	15,298,129	15,298,129	0	0.00%
CURRENT YEAR ENDING BALANCE		10,800,744	20,201,629	9,400,885	87.04%
COMPONENTS OF ENDING BALANCE					
Non-spendable	9711-9719	120,000	120,000	0	0.00%
Restricted	9740	2,415,586	0	(2,415,586)	-100.00%
Committed	9750 / 9760	0	0	0	0.00%
Assigned	9780	150,000	6,915,675	6,765,675	4510.45%
Reserve for Economic Uncertainties	9789	5,756,915	5,955,086	198,171	3.44%
UNAPPROPRIATED BALANCE		2,358,243	7,210,868	4,852,625	205.77%

COVID-19 Relief Funding 2019-2022

COVID-19 LEA Response Funds
Senate Bill 117
\$100,000,000 State General Fund
Fully apportioned March 2020, per ADA
\$271,412 to Oxnard School District

Elementary and Secondary School
Emergency Relief (ESSER) Funds
\$1,500,000,000 Federal CARES Act
Title I Funding Methodology
\$3,173,320 to Oxnard School District

Learning Loss Mitigation (LLM) Funds
Senate Bill 98, Section 110

Students with Disabilities Methodology
\$335,227,000 Federal CARES Act/GEER
\$1,144,773,000 Federal CARES Act/CRF
Estimated Allocation of \$1,900 per SWD
\$4,275,000 to Oxnard School District

Unduplicated Pupil Percentage Methodology
\$2,855,277,000 Federal CARES Act/CRF
Allocated based on LEA proportion of 2019-20
Supplemental & Concentration Grant funding
Allocation formula not yet available

LCFF Methodology
\$539,926,000 State GF Prop 98 Funds
\$439,844,000 Federal CARES Act/CRF
Based on 2019-20 LEA LCFF Allocation,
Estimated at \$165 per ADA
\$2,490,675 to Oxnard School District

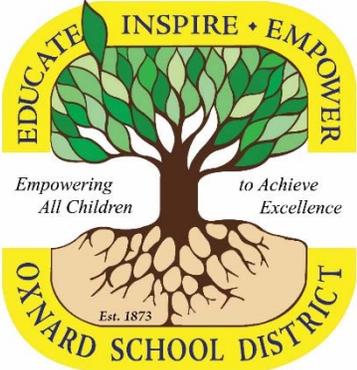
\$ 4,378,001	LLM/CRF (CARES Act) Funds	Spend between March 1, 2020 and December 30, 2020
\$ 1,372,362	LLM/Prop-98 State Funds	Spend between March 1, 2020 and December 30, 2020
\$ 1,015,312	LLM/GEER (CARES Act) Funds	Spend between March 13, 2020 and September 30, 2021
\$ 3,173,320	ESSER (CARES Act) Funds	Spend between March 13, 2020 and September 30, 2022
\$ 271,412	SB 117 State LEA Response Funds	Allocated March 13, 2020 (no specified end date)
\$ 10,210,407	TOTAL RELIEF FUNDS AVAILABLE TO OXNARD SCHOOL DISTRICT	

Learning Loss Mitigation Funds

Purpose of Funds

- Addressing learning loss or accelerating progress to close learning gaps through learning supports before the start of the school year and into the school year.
- Extending instructional school year or taking any other action that increases the amount of instructional time and/or services provided based on student's learning needs.
- Providing additional academic services, diagnostic assessments of student learning needs, instructional materials or supports, or devices and connectivity for in-classroom and distance learning.
- Providing integrated supports to address learning barriers such as health, counseling, or mental health services; professional development and training to teachers and parents; access to school meals; or programs to address student trauma and social-emotional learning.

Thank You





OXNARD SCHOOL DISTRICT

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

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

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

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

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

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

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



OXNARD SCHOOL DISTRICT

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

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

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

1. **Vea la reunión en vivo.** La reunión de la Junta Directiva de Educación del Distrito Escolar de Oxnard será transmitida en el sitio web del Distrito en www.osdtv.oxnardsd.org y también será transmitida por los canales de televisión por cable: Charter Spectrum Cable - Canal 20 y Frontier Communication - Canal 37
2. **Comentarios del público por adelantado.** Recomendamos a los miembros de público enviar sus comentarios con anticipación, antes de la reunión. Los comentarios del público pueden ser enviados por correo electrónico a OSD_BoardMeetings@oxnardsd.org. Además, puede traer sus comentarios por escrito a la oficina del distrito escolar entre las 9:00 AM y 12:00 PM. También, pueden depositar los comentarios por escrito en buzón localizado afuera de la oficina del distrito escolar hasta las cuatro de la tarde el día 1ro de abril. Por favor indique si el comentario público es sobre un tema que está en la agenda o que no está en la agenda. Si su comentario público es sobre un tema que está incluido en la agenda, por favor indique con claridad en su correo electrónico, el número y el título del tema. Toda declaración por escrito sobre comentarios públicos recibida vía correo electrónico antes de las 11:00 de la mañana del día en que tendrá lugar la reunión será entregada a la Junta Directiva por vía electrónica o por escrito. Todos los comentarios del público recibidos antes de la reunión formarán parte de los archivos de la reunión.
3. **Comentarios del público durante la reunión.** Los miembros del público también pueden participar en la reunión para proporcionar sus comentarios vía Zoom visitando la siguiente página: [ZOOM.OXNARDSD.ORG](https://zoom.us/j/30911118). Usted puede unirse a la reunión a través de Zoom desde una computadora, dispositivo electrónico, tableta o teléfono. Durante la pandemia COVID-19, se proporcionará la información de Zoom en la agenda de cada reunión de la Junta Directiva. También, puede encontrar información de la junta visitando la siguiente página electrónica <https://www.oxnardsd.org/Page/11118> mientras sea necesario.

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

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: August 5, 2020

Agenda Section: Section C: Consent Agenda

Acceptance of Gifts (Dr. Aguilera-Fort)

From Athena Cosmetics, a donation of care packages to 135 Child Nutrition Services employees who worked to distribute meals to community children between March 16 and June 15, 2020. Each package contained Trader Joe's gift cards and self-care items. The total value of the donations was \$40,461.00. It is the recommendation of the Superintendent that the Board of Trustees accept the donation from Athena Cosmetics.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees accept the donation from Athena Cosmetics as outlined above.

ADDITIONAL MATERIALS:

Attached: [Donation Letter - Athena Cosmetics \(1 page\)](#)



OXNARD SCHOOL DISTRICT

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To: Dr. Karling Aguilera-Fort
From: Suzanne Lugotoff R.D, SNS, Director of Child Nutrition
Date: June 30, 2020
RE: Donation of Gifts for Child Nutrition Services Employees

I respectfully request that the Board of Trustees accept a donation of 135 care packages from Athena Cosmetics for CNS employees who worked to distribute meals to community children between March 16 and June 15, 2020.

CNS employees received packages with a value of \$259.50 for females \$348.00 for males. Each package contained Trader Joe's gift cards and self-care items. The total value of the gifts for OSD Child Nutrition Workers was \$40,461.00.

Athena Cosmetics, headquartered in Ventura California and the parent company of RevitaLash, is a proud year-round supporter of breast cancer awareness, research and education. During this pandemic, the company diversified their portfolio of giving to include Ventura-based efforts to combat food insecurity. Athena understood the critical role Child Nutrition food service workers were playing. "Philanthropy is the backbone of our heritage and it's an honor to support these unsung heroes in our own backyard," says Dariel Sidney, Vice President, Global Philanthropy & Ethos at RevitaLash Cosmetics. "We understand our role and responsibility to bettering the world we share, and we remain committed to serve as an agent of positive change."

Oxnard School District would like to thank Athena Cosmetics for this generous and thoughtful donation. The district has no affiliation with any program or business related to Athena Cosmetics.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 5, 2020

Agenda Section: Section C: Consent Agenda

Interfund Transfer – 2020/2021 FY (Penanhoat/Crandall Plasencia)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board approve the following interfund transfer from the General Fund for the 2020/2021 FY, as listed below:

Fund #710	Retiree Benefits	\$ 409,037.00
-----------	------------------	---------------

This action was approved by the members of the Oxnard School District Employee Health & Welfare Benefits Trust at their meeting of June 24, 2020.

* This amount is estimated as of 6/24/2020 and is subject to revision after the fiscal year-end closing.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board approve the interfund transfer from the General Fund for the 2020/2021 FY, as presented.

ADDITIONAL MATERIALS:

Attached: [Interfund Transfer Signature Page \(1 page\)](#)

OXNARD SCHOOL DISTRICT

ACTION ITEM

Interfund Transfer (Penanhoat/Crandall Plasencia)

It is recommended that the Board approve the following
interfund transfer from the General Fund for the 2020/2021
FY, as listed below:

MOVED:
SECONDED:
VOTE:

Fund #710	Retiree Benefits	\$ 409,037.00
-----------	------------------	---------------

** This amount is estimated as of 6/24/2020 and is subject to revision after the fiscal year-end closing.*

Dr. Karling Aguilera-Fort
Superintendent and Secretary to
the Board of Trustees

August 5, 2020
Date

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 5, 2020

Agenda Section: Section C: Consent Agenda

Certification of Signatures (Penanhoat)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

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

OXNARD SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

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

Unless amended by Board action, these approved signatures will be considered valid for the period of August 6, 2020 through December 31, 2020.

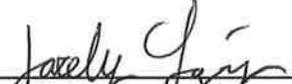
Date of Board Action: August 5, 2020

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

PART I

Signatures of Members of the Board

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

Signature: 
Jarely Lopez, Member
of the Board of Trustees

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

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

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

*Education Code Sections
42632, 42633

PART 2

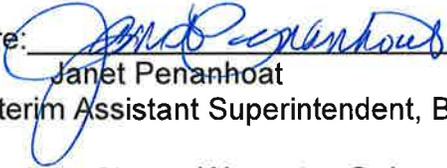
Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that person is authorized to sign.

Signature:  _____
Karling Aguilera-Fort, Ed.D.
Title: District Superintendent

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

Signature:  _____
Dr. Edd Bond
Title: Interim Assistant Superintendent, Human Resources

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

Signature:  _____
Janet Penanhoat
Title: Interim Assistant Superintendent, Business & Fiscal Services

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

Page Three

Signature: 
Dr. Anabolena DeGenna

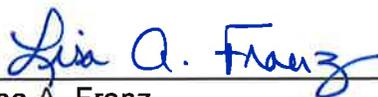
Title: Assistant Superintendent, Educational Services

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

Signature: 
Mary Crandall Plasencia

Title: Director of Finance

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

Signature: 
Lisa A. Franz

Title: Director of Purchasing

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

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 5, 2020

Agenda Section: Section C: Consent Agenda

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

At the June 24, 2020 regularly scheduled board meeting, the Board received the June 2020 Semi-Annual Implementation Program Update as an adjustment to Master Construct and Implementation Program (Program) and received a detailed presentation by CFW. The June 2020 Report provides the fifteenth semi-annual update to the Master Construct and Implementation Program ("Program") to the Oxnard School District ("District") Board of Trustees ("Board"). The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. It reflects the status of the Program since the last six-month update adopted by the Board in December 2019 and the time of this document's publishing in June 2020. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

FISCAL IMPACT:

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

RECOMMENDATION:

It is the recommendation of the Superintendent and the Interim Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board accept and adopt the June 2020 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 MATERIALS:

Attached: [June 2020 Semi-Annual Implementation Program Update \(58 pages\)](#)



June 2020



OXNARD
SCHOOL
DISTRICT

MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Semi-Annual Report to the Board of Trustees





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PROGRAM OVERVIEW

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

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

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

1.1 EDUCATIONAL PROGRAM

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

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

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

1.2 FACILITIES PROGRAM

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

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

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

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

1.3 FUNDING & SEQUENCING

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

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

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

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

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

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

1.4 RECOMMENDATIONS

It is recommended that the Board:

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

EDUCATIONAL PROGRAM

2.1 EDUCATIONAL PROGRAM UPDATE

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

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

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

2.2 IMPACT OF COVID-19 PANDEMIC

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

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

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

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

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

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

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

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

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

2.3 ACCOMODATION OF INSTRUCTIONAL SHIFTS

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

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

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

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

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

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

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

STATE & LOCAL CONSIDERATIONS

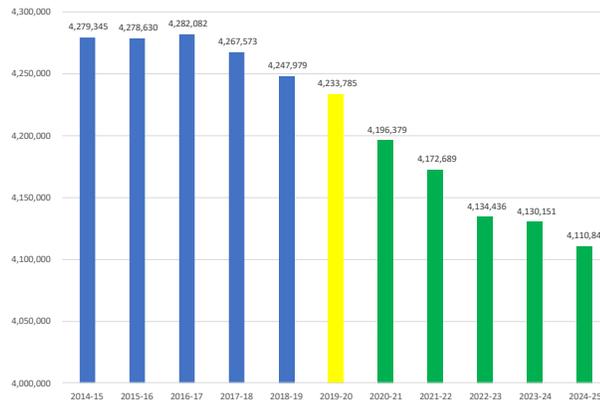
Periodically, the District receives updates on state and local considerations that may impact the implementation of the Master Construct Program. The following section provides a brief update of K-8 enrollment at the State, County and District level and its continued impact on the District’s eligibility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

3.1 STUDENT ENROLLMENT

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

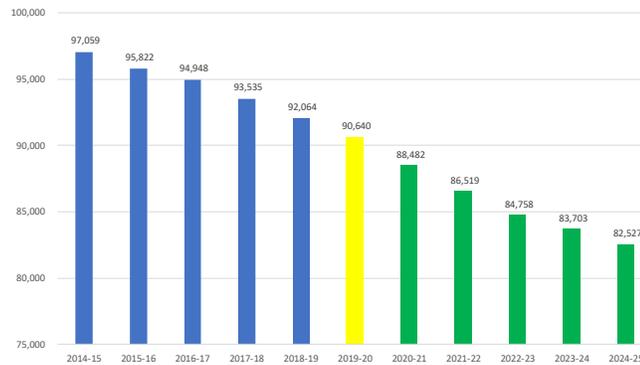
More locally, Figure 2 shows that K-8 enrollment in Ventura County has declined by 6,419 students since 2014-15 and that K-8 enrollment is projected to decrease in Ventura County by 8,113 students over the next five years. As of the 2019-20 school year, District enrollment decreased by approximately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

Figure 1: California State K-8 Enrollment



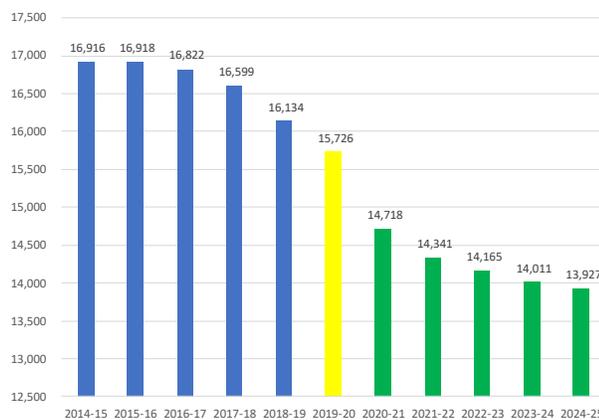
Sources: California State Department of Finance

Figure 2: Ventura County K-8 Enrollment



Sources: California State Department of Finance

Figure 3: Oxnard School District K-8 Enrollment



Sources: CALPADS; DecisionInsite

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

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

*2019-20 enrollment as of October 2, 2019

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

Sources: CALPADS; DecisionInsite

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

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

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

3.2 COVID-19 PANDEMIC

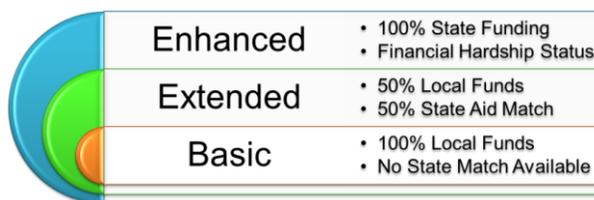
The World Health Organization declared the outbreak of COVID-19, a pandemic in March 2020. In March 2020, the State of California issued a statewide “shelter in place order” resulting in school districts across the State to close schools and immediately shift to remote learning for the remainder of the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

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

3.3 PROGRAM CONSIDERATIONS

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

Figure 4: District Adopted Funding Strategies



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

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

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

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

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

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

FACILITIES PROGRAM

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

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

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

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

4.1 COMPLETED PROJECTS

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

4.2 PROJECTS UNDERWAY

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

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

4.2.1 MCKINNA ELEMENTARY RECONSTRUCTION

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



New McKinna Elementary School

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

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

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

4.2.2 ROSE AVENUE ELEMENTARY RECONSTRUCTION

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

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

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

4.2.3 SEABRIDGE ELEMENTARY NEW CONSTRUCTION

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

4.2.4 DORIS/PATTERSON NEW CONSTRUCTION

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

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

4.2.5 MCAULIFFE ELEMENTARY MODERNIZATION

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

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

4.2.6 RITCHEN ELEMENTARY MODERNIZATION

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

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

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

4.3 RECOMMENDATIONS

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

PROGRAM FUNDING & EXPENDITURES

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

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

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

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

5.1 STATE MATCHING GRANTS

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

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

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

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

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

5.1.1 STATE AID MODERNIZATION

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

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

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

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

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

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

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

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

*Current dollars

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

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

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

*Current dollars

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

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

5.1.2 STATE AID NEW CONSTRUCTION

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

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

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

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

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

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

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

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

Note:

1. Estimated grants for Rose Avenue assumes Financial Hardship

5.1.4 FINANCIAL HARDSHIP FUNDING

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

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

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

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

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

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

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

5.1.5 SUBMITTED STATE AID APPLICATIONS

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

Table 5: Submitted State Aid Applications

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

Note:

1. Estimated grants for Rose Avenue assumes Financial Hardship

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

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

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

5.2 DEVELOPER FEES

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

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

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

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

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

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

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

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

5.3 GENERAL OBLIGATION BONDS

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

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

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

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

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

Table 6: Summary of Measure D Bond Sales to Date

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

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

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

5.3.1 AVAILABILITY OF FUTURE BOND FUNDING

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

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

Table 7: Bonding Capacity Analysis

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

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

Table 8: Historical Assessed Valuation

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

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

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

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

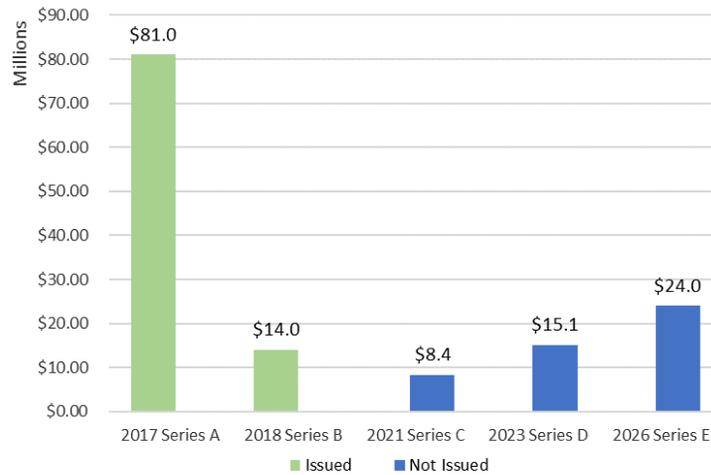
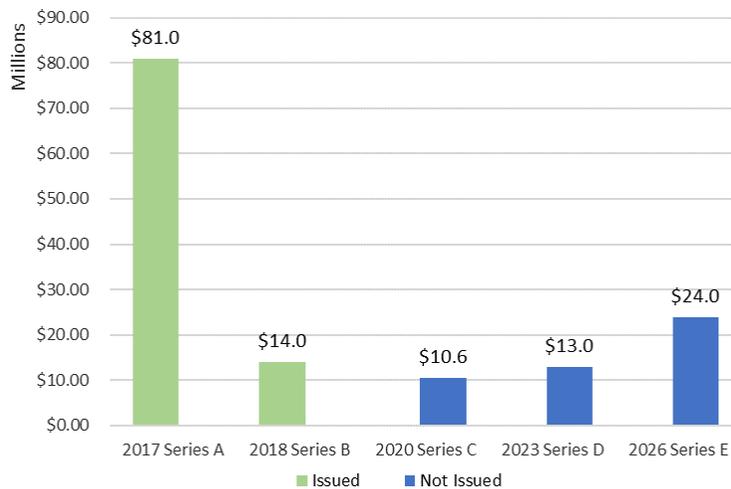


Figure 6: Estimated Timing and Sizing of Accelerated Measure D Bond Issuances



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

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

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

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

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

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

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

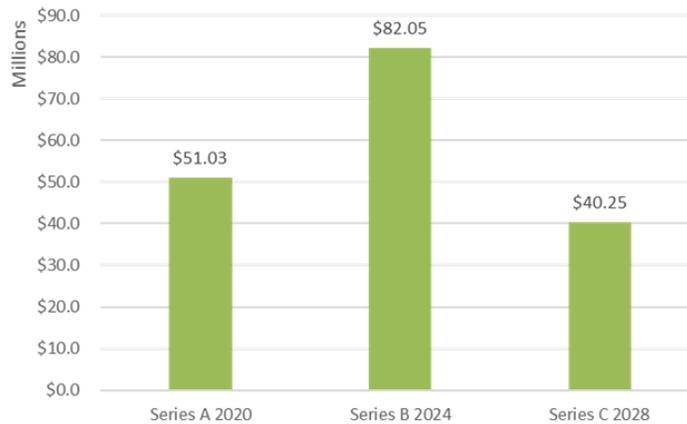
As discussed at Workshop 3, a new general obligation bond may be structured to meet the above requirements and mitigate the delay or future lack of State aid funding of proposed projects. Based on the estimated impact identified in Table 10, there is a need to authorize approximately \$173.1 million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

Table 9: Proposed Project Uses for Expanded Local Funding Strategy

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

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

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



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

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

5.4 PROGRAM EXPENDITURES TO DATE

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

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

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

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

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

Table 10: Estimated Expenditures to Date for Projects Under Implementation

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

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

MASTER BUDGET & SCHEDULE

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

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

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

6.1 ADOPTED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

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

Table 11: Adopted Master Construct & Implementation Program Budget

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

*Estimated State grant amounts are dependent on maintaining program eligibility

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

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

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

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

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

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

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

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

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

6.2 REVISED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

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

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

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

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

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

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

Table 12: Revised Master Construct & Implementation Program Budget

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

*Estimated State grant amounts are dependent on maintaining program eligibility

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

6.3 PHASE 1 MASTER BUDGET AND SCHEDULE

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

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

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

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

*Current dollars

**Includes New Special Day Classroom

6.4 PHASE 2 MASTER BUDGET AND SCHEDULE

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

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

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

*Current dollars

6.5 PHASE 3 MASTER BUDGET AND SCHEDULE

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

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

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

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

*Current dollars

6.6 PHASE 4 MASTER BUDGET AND SCHEDULE

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

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

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

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

*Current dollars

6.7 MASTER SCHEDULE

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

Table 17: Summary Schedule

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

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

Table 18: Projects Under Management

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

RECOMMENDATIONS

7.1 CONCLUSION & RECOMMENDATIONS

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

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

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

EXHIBIT A

PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

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

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

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Edd Bond

Date of Meeting: August 5, 2020

Agenda Section: Section C: Consent Agenda

Approval of the 2019-20 Quarterly Report on Williams Uniform Complaints, Fourth Quarter (Bond)

The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, no complaints were filed with any school in the district during the quarter indicated above.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Human Resources that the Board of Trustees approve the 2019-20 Quarterly Report on Williams Uniform Complaint, Fourth quarter, as presented.

ADDITIONAL MATERIALS:

Attached: [Williams Quarterly Report JULY2020](#)

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

Fiscal Year 2019-20

District: Oxnard School District

Person completing this form: **Dr. Edd C. Bond** Title: **Director, Certificated Human Resources**

Quarterly Report Submission Date: **July 2020 (4/01/20 to 6/30/20)**

Date for information to be reported publicly at governing board meeting: **August 5, 2020**

Please check box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Karling Aguilera-Fort

Print Name of District Superintendent

Signature of District Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Edd Bond

Date of Meeting: August 5, 2020

Agenda Section: Section C: Consent Agenda

Approval to Set Date for Public Hearing re: Sunshine of the Oxnard Educators Association (“OEA”) and the Oxnard School District’s (District) Initial Proposals for 2020-2021 Negotiations, Pursuant to Government Code Section 3547 (Bond)

In accordance with Article XXVIII, Term, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District and OEA would like to enter into contract negotiations for the 2020-2021 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate. It is recommended that the Public Hearing be scheduled for the August 19, 2020 Board meeting.

Pursuant to the provisions of Government Code Section 3547, OEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OEA.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Human Resources that the Board schedule August 19, 2020 for the Public Hearing for OEA and the District’s proposals.

ADDITIONAL MATERIALS:

Attached: [OEA 2020.21 Sunshine Articles Complete \(eight pages\).pdf](#)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/486-3408

July 9, 2020

Monica Madrigal Lopez
President, Board of Trustees
Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OEA and District Initial Proposals Pursuant to Govt. Code 3547

Dear President Madrigal Lopez,

In accordance with Article 28, Term of the Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2020-2021 school year and any additional years as may be mutually agreed upon by the parties.

The District's negotiating team will continue to have the following members:

Dr. Ana DeGenna, Assistant Superintendent, Educational Services
Dr. Edd Bond, Director, Certificated Human Resources
Dr. Aracely Fox, Director, Dual Language Programs
Dr. Richard Caldwell, Principal, Middle School Representative
Dr. Jodi Nocero, Principal, K-8 School Representative

The District is requesting to negotiate Article VII (Transfers and Reassignments), Article IX (Evaluation), Article XI (Working Hours), Article XIV (Partial and School-Wide Contract Variance, Article XIX (Salaries), Article XX (Employee Benefits), Article XXVIII (Term of Agreement), and any other issues mutually agreed upon by the parties at the time of negotiations.

Pursuant to Article 28, Term of Agreement, in the current OEA collective bargaining agreement, no sooner than March 15, 2019 or March 15 of any successive year, and no later than April 15, 2019 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement.

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion

of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OEA.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. C. Bond', written in a cursive style.

Dr. Edd C. Bond
Director, Certificated Human Resources



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/486-3408

July 9, 2020

Anjanette Carrillo
Oxnard Educators Association, Bargaining Chair
c/o Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OEA and District Initial Proposals Pursuant to Govt. Code 3547

Dear Ms. Carrillo,

In accordance with Article 28, Term of the Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2020-2021 school year and any additional years as may be mutually agreed upon by the parties.

The District's negotiating team will continue to have the following members:

Dr. Ana DeGenna, Assistant Superintendent, Educational Services
Dr. Edd Bond, Director, Certificated Human Resources
Dr. Aracely Fox, Director, Dual Language Programs
Dr. Richard Caldwell, Principal, Middle School Representative
Dr. Jodi Nocero, Principal, K-8 School Representative

The District is requesting to negotiate Article VII (Transfers and Reassignments), Article IX (Evaluation), Article XI (Working Hours), Article XIV (Partial and School-Wide Contract Variance), Article XIX (Salaries), Article XX (Employee Benefits), Article XXVIII (Term of Agreement), and any other issues mutually agreed upon by the parties at the time of negotiations.

Pursuant to Article 28, Term of Agreement, in the current OEA collective bargaining agreement, no sooner than March 15, 2019 or March 15 of any successive year, and no later than April 15, 2019 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement.

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion

of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OEA.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Bond", written in a cursive style.

Dr. Edd C. Bond
Director, Certificated Human Resources



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/486-3408

INITIAL COLLECTIVE BARGAINING PROPOSAL
FROM THE OXNARD SCHOOL DISTRICT
TO THE
OXNARD EDUCATORS ASSOCIATION
FOR A TERM COMMENCING IN THE
2020-2021 SCHOOL YEAR
July 6, 2020

Pursuant to Article XXVIII (Term) of the collective bargaining agreement between the Oxnard School District (the "District") and the Oxnard Educators Association (the "Association") the District Hereby identifies the articles it wishes to negotiate for a new collective bargaining agreement with a term commencing on July 1, 2020 as follows:

ARTICLE VII – TRANSFERS AND REASSIGNMENTS

- The District seeks to enter into discussions related to transfers and reassignments.

ARTICLE IX - EVALUATION

- The District seeks to enter into discussions related to evaluation.

ARTICLE XI – WORKING HOURS

- The District seeks to enter into discussions related to working hours.

ARTICLE XIV – PARTIAL AND SCHOOL-WIDE CONTRACT VARIANCE

- The District seeks to enter into discussions related to partial and school-wide contract variance.

ARTICLE XIX - SALARIES

- The District seeks to enter into discussions related to salaries.

ARTICLE XX – EMPLOYEE BENEFITS

- The District seeks to enter into discussions related to employee benefits.

ARTICLE XXVIII – TERM OF AGREEMENT

- The District seeks to enter into discussions related to term of agreement.

OEA

Oxnard Educators Association

2775 North Ventura Road, #108 Oxnard, California 93036 (805) 981-6424

June 17, 2020

Dr. Karling Aguilera-Fort, Superintendent
Oxnard Elementary School District
1051 South "A" Street
Oxnard CA 93030

Dear Superintendent Aguilera-Fort,

The Oxnard Educators Association is presenting bargaining proposals for the successor 2020 – 2021 Collective Bargaining Agreement. We are requesting that these proposals be recommended for public review and hearing at the next regular Board of Trustees' meeting.

Thank you for your attention to this matter.

Sincerely,

Anjanette Carrillo, Bargaining Chair
Oxnard Educators Association

Enclosure

cc: Jesus Vaca, Assistant Superintendent,
Human Resources and Support Services
Ben West, CTA Uniserv Staff
Stacie Thurman, OEA President

OXNARD EDUCATORS ASSOCIATION
CONTRACT PROPOSALS TO THE COLLECTIVE BARGAINING
AGREEMENT 2020-2021

The Oxnard Educators Association makes the following proposals to modify, add or delete language to the existing contract. All agreements reached on individual items shall be tentative, subject to final agreement.

1. Article VI: Leaves of Absence
2. Article VII: Transfers and Reassignments
3. Article XI: Working Hours
4. Article XII: Class Size
5. Article XIII: Calendar
6. Article XVI: Safety Conditions
7. Article XIX: Salaries
8. Article XX: Employee Benefits
9. Article XXVII: Term

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Edd Bond

Date of Meeting: August 5, 2020

Agenda Section: Section C: Consent Agenda

Approval to Set Date for Notice of Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2020-2021 Negotiations, Pursuant to Government Code Section 3547 (Bond)

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Support Services Association (OSSA) and the Oxnard School District (District), the District and OSSA would like to enter into contract negotiations for the 2020-2021 school year and any additional years as may be mutually agreed upon by the parties. Pursuant to the provisions of Government Code Section 3547, OSSA and the District are submitting their intent to meet the public notice provision of the Educational Employment Rights Act. The proposals must have a Public Hearing before the parties meet to negotiate the items below:

- Article 3 Grievance Procedure
- Article 7 Assignment of Unit Members
- Article 8 Student Ratio
- Article 9 Evaluations
- Article 11 Leave Provisions - Emergency Leave: Natural Disaster
- Article 12 Safety Conditions
- Article 16 Salaries
- Article 18 Fringe Benefits
- Article 19 Wellness
- Article 23 Term

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Human Resources that the Board schedule August 19, 2020 for the Public Hearing for OSSA and the District's initial proposals for the 2020-2021 school year.

ADDITIONAL MATERIALS:

Attached: [OSSA 2020-21 Sunshine Proposals \(five pages\)](#)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/486-3408

July 1, 2020

Monica Madrigal Lopez
President, Board of Trustees
Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OSSA and District Initial Proposals, 2020-2021

Dear President Madrigal Lopez,

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2020-2021 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with OSSA continuing the use of Interest Based Bargaining, during negotiations, to address issues that arise by either party. The District's negotiating team will include:

Dr. Edd Bond, Certificated Human Resources Director and Lead Negotiator
Mary Crandall-Plasencia, Director of Finance
Bertha Anguiano, Principal
Chris Ridge, Director of Pupil Services
Danielle Edwards, Director of Special Education
Dr. Ana DeGenna, Assistant Superintendent, Educational Services

Pursuant to Article 23, Term, in the current District/OSSA bargaining agreement, the current agreement expired on June 30, 2020. The District plans to negotiate Article 9 (Evaluations), Article 11 (Leave Provisions), Article 16 (Salaries), Article 18 (Fringe Benefits), Article 19 (Wellness), and Article 23 (Term).

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the August 5, 2020 Board agenda with the Public Hearing to be scheduled on August 19, 2020. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. EDD C. BOND
Director, Certificated Human Resources

EB/pp



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/486-3408

July 1, 2020

Ms. Brenda Muth
President, Oxnard Supportive Services Association
c/o Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OSSA and District Initial Proposals, 2020-2021

Dear Ms. Muth,

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2020-2021 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with OSSA continuing the use of Interest Based Bargaining, during negotiations, to address issues that arise by either party. The District's negotiating team will include:

Dr. Edd Bond, Certificated Human Resources Director and Lead Negotiator
Mary Crandall-Plasencia, Director of Finance
Bertha Anguiano, Principal
Chris Ridge, Director of Pupil Services
Danielle Edwards, Director of Special Education
Dr. Ana DeGenna, Assistant Superintendent, Educational Services

Pursuant to Article 23, Term, in the current District/OSSA bargaining agreement, the current agreement expired on June 30, 2020. The District plans to negotiate Article 9 (Evaluations), Article 11 (Leave Provisions), Article 16 (Salaries), Article 18 (Fringe Benefits), Article 19 (Wellness), and Article 23 (Term).

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the August 5, 2020 Board agenda with the Public Hearing to be scheduled on August 19, 2020. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. EDD C. BOND
Director, Certificated Human Resources

EB/pp



OXNARD SCHOOL DISTRICT
1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/486-3408

Oxnard School District
Initial Sunshine Proposals to the
Oxnard Supportive Services Association
2020-2021

Interest Based Problem Solving Proposals

The district seeks to discuss and solve issues relating to a variety of District and OSSA practices. The following contract articles are proposed for discussion:

Article 9 Evaluations

- The District seeks to enter into discussions regarding OSSA Evaluations.

Article 11 Leave Provisions

- The District seeks to enter into discussions regarding OSSA Leave Provisions.

Article 16 Salaries

- The District seeks to enter into discussions regarding OSSA Salaries.

Article 18 Fringe Benefits

- The District seeks to enter into discussions regarding OSSA Fringe Benefits.

Article 19 Wellness

- The District seeks to enter into discussions regarding OSSA Wellness.

Article 23 Term

- The District seeks to enter into discussions regarding OSSA Term.



June 12, 2020

Dr. Edd Bond

Interim Assistant Superintendent of Human Resources

Oxnard School District

Dear Dr. Bond,

In accordance with Article 23 – Term, of the current collective bargaining agreement between the Oxnard School District and the Oxnard Supportive Services Association, and pursuant to the Educational Employment Relations Act (EERA), the Association is pleased to inform you of our intent to enter into contract negotiations with the Oxnard School District for the 2020-2021 contract year. OSSA is respectfully requesting to meet and negotiate collaboratively with the District and IBB Facilitator Bridgette Bodine.

The Association is looking forward to the continuing implementation of Interest Based Bargaining (IBB) process during negotiations and we are committed to the utilization of a bargaining process that maximizes our opportunity for creative and positive solutions to our mutual problems. We are further committed to problem solving in ways which value the contributions of the negotiators and support one another in finding ways to improve the lives of our mutual constituencies including students, parents, staff and the Oxnard community. The members of the OSSA negotiating team are: Brenda Muth, Shiri Hermesh, Steve Tobey, Lauren Kaprielian, Annette Murguia, Monica Garcia and Irene Zavala.

The Association seeks to open the following articles:

Article 3 – Grievance

Article 7 – Assignments – Carry over from 2019-20

Article 8 – Student Ratio – Carry over from 2019-20

Article 9 – Evaluations– Carry over from 2019-20

Article 11 – Disaster Leave

Article 12 – Safety

Article 16 – Salaries

Sincerely,

Brenda Muth, President

Oxnard Support Services Association

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Edd Bond

Date of Meeting: August 5, 2020

Agenda Section: Section C: Consent Agenda

Personnel Actions (Bond/Carrillo)

The attached are recommended Personnel Actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with the salary regulations of the District. Personnel Actions include: new hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations, and leaves of absence.

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Personnel Actions 08.05.2020 \(five pages\)](#)

CERTIFICATED PERSONNEL ACTIONS

Listed below are recommended Certificated Personnel Actions presented to the Board of Trustees for consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

New Hires

Alba, Maria	SPED Teacher Preschool	August 17, 2020
Capanna, April	Psychologist	August 10, 2020
Donner, Ariel	Math Teacher	August 17, 2020
Dudley, Alyxandra	SPED Teacher	July 1, 2020
Gomez, Nelida	SPED Teacher	August 17, 2020
Henry, Laurie	Science Teacher	August 17, 2020
Kallik, Peter	Math Teacher	August 17, 2020
Kaplan, Jessica	SPED Teacher	July 1, 2020
Lashin, Madisson	Psychologist	August 10, 2020
MacDonald, Sharon	Speech Language Pathologist	August 17, 2020
Medrano, Claudia	BCLAD Teacher	July 1, 2020
Naranjo, Jeanette	Psychologist	August 10, 2020
Perng, JaJa	Psychologist	August 10, 2020
Romo, Ryan	Psychologist	August 10, 2020
Rouss, Jordan	Math Teacher	August 17, 2020
Sakuragi, Saori	Speech Language Pathologist	August 17, 2020
Vaqueiro, Carmen	Psychologist	August 10, 2020
White, Jessica	SPED Teacher	August 17, 2020
Haavaldsen, Lynne	Substitute Teacher	2020/2021 School Year
Shafieri, Maryam	Substitute Teacher	2020/2021 School Year

Resignation

Boelts, Jennifer	Nurse	June 30, 2020
Flores Cortes, Hector	Psychologist	June 30, 2020
Lauchland, Kori	Math Teacher	June 30, 2020
Moore, Lauren	Science Teacher	June 30, 2020
Rocha, September	SPED Teacher	June 30, 2020
Shutt, Marianne	Psychologist	June 26, 2020
Story, Maria	Speech Language Pathologist	June 30, 2020
Ultreras, Erica	Assistant Principal	June 30, 2020
Vaca, Jesus	Assistant Superintendent, Human Resources	June 30, 2020

Retirement

Berriochoa, Blake	Counselor	June 30, 2020
Devine, Jana	Teacher	June 19, 2020
Kubilos, Daniel	Teacher	June 30, 2020
Richardson, Catherine	Teacher	June 30, 2020
Samuels, Deborah	Speech Language Pathologist	June 30, 2020
Sugden, Amelia	Director, SPED	June 26, 2020

August 5, 2020

ANNUAL TEACHER ASSIGNMENT REPORT
PURSUANT TO EDUCATION CODES 44256 (b) AND 44258.2
2020/2021

Pursuant to Education codes 44256 (b) and 44258.2, the Board of Trustees each year must authorize/approve those teachers who are teaching outside their credential authorization. An explanation of the education code and list of teachers affected are as follows:

Education Code 44256 (b) allows the holder of a multiple subject or a standard elementary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught (Grades K-8).

Name

Subject

Brasilia Pérez

Spanish/ Haydock

Robert Paul Brown

Science/ Marshall

New Hire

Garcia, Marivel Speech Language Pathology Assistant, Position #8152 08/17/2020
 Special Education 8.0 hrs./183 days

Promotion

Samuel, Nidia M Speech Language Pathology Assistant, Position #8152 08/17/2020
 Special Education 8.0 hrs./183 days
 Paraeducator III, Position #9204
 Special Education 5.75 hrs./183 days

Transfer

Coke, Veronica Child Nutrition Cafeteria Coordinator, Position #2223 08/14/2020
 Frank 8.0 hrs./189 days
 Child Nutrition Cafeteria Coordinator, Position #2185
 Frank 8.0 hrs./189 days

Limited Term

Alvarado, Karen Paraeducator (substitute) 06/15/2020
 Carrillo, Cynthia Interim Director Classified Human Resources 06/22/2020
 Hernandez, Fatima Paraeducator (substitute) 06/18/2020
 Juarez, Merari Paraeducator (substitute) 06/15/2020
 Nino, Elizabeth Paraeducator (substitute) 06/18/2020
 Penanhoat, Janet Interim Assistant Superintendent Business & Fiscal Services 07/09/2020

In Lieu of Layoff

Ambriz, Diane Office Assistant II, Position #8687 08/03/2020
 San Miguel 8.0 hrs./203 days
 Office Assistant II, Position #794
 Frank 8.0 hrs./203 days
 Camarena, Rosy Office Assistant II, Position #2056 08/03/2020
 Child Nutrition Services 6.0 hrs./203 days
 Office Assistant II, Position #1983
 Marshall 7.0 hrs./203 days
 Coleman, Alma Office Assistant II, Position #9811 07/01/2020
 Budget & Finance 4.0 hrs./246 days
 Office Assistant II, Position #2213
 Frank 8.0 hrs./192 days
 Garcia, Adriana Intermediate School Secretary, Position #6244 08/03/2020
 Lemonwood 8.0 hrs./192 days
 Intermediate School Secretary, Position #789
 Haydock 8.0 hrs./192 days
 Ramirez, Jeannette Library Media Technician, Position #1039 07/01/2020
 Maria West 5.0 hrs./190 days
 Office Assistant II, Position #2404
 Soria 8.0 hrs./203 days

In Lieu of Layoff cont.

Serrato Cortes, Elva	Outreach Specialist, Position #2200 Kamala 7.0 hrs./180 days Outreach Specialist, Position #2191 Sierra Linda 7.0 hrs./180 days	07/01/2020
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Layoff

Barajas, Jessica	Office Assistant II, Position #2156 Harrington 5.0 hrs./203 days	06/30/2020
Camarena, Celina	Office Assistant II, Position #7097 Rose Ave. 8.0 hrs./203 days	06/30/2020
Hurtado Magana, Rosacela	Office Assistant II, Position #329 Marina West 5.75 hrs./203 days	06/30/2020
Iniguez, Sylvia	Office Assistant II, Position #1356 McAuliffe 6.0 hrs./203 days	06/30/2020
Lopez, Robert	Warehouse Worker/Delivery Driver, Position #1016 Warehouse 4.5 hrs./215 days	06/30/2020
Lopez, Sara I	Office Assistant II, Position #2131 Curren 8.0 hrs./203 days	06/30/2020
Morales Hernandez, Lorena	Office Assistant II, Position #970 Brekke 6.0 hrs./203 days	06/30/2020
Morones, Maria I	Office Assistant II, Position #2005 Chavez 8.0 hrs./203 days	06/30/2020
Pelayo, Adriana	Intermediate School Secretary, Position #6242 Driffill 8.0 hrs./192 days	08/02/2020
Pena, Sahara	Intermediate School Secretary, Position #6709 Driffill 8.0 hrs./192 days	06/30/2020
Serrano, Yvonee	Office Assistant II, Position #2185 Sierra Linda 6.0 hrs./203 days	06/30/2020
Trejo, Leticia T	Office Assistant II, Position #1818 Ramona 6.0 hrs./203 days	06/30/2020
Van Voorhis, Leticia	Office Assistant II, Position #8687 San Miguel 8.0 hrs./203 days	08/02/2020

Resignation

Orejel, Luz	Paraeducator I, Position #9165	06/19/2020
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Retirement

Frontuto, Lydia J	Executive Assistant-Ed. Services, Position #1128 Ed. Services 8.4hrs./246 days	09/30/2020
Miller, Melvina	Child Nutrition Worker, Position #2850 Elm 5.0 hrs./185 days	06/19/2020
Nguyen, Yen Kim	Site Technology Technician, Position #2514 Soria 7.0 hrs./221 days	06/29/2020
Yrigoyen Hong, Esther	Office Assistant II, Position #2409 Pupil Services 8.0 hrs./246 days	06/29/2020

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Edd Bond

Date of Meeting: August 5, 2020

Agenda Section: Section C: Consent Agenda

Establish/Abolish/Increase/Reduce Hours of Position (Carrillo)

Establish

an eight hour 246 day Instructional Materials Warehouse Worker/Delivery Driver position number 1000 to be established in the Technology department. This position will be established to provide additional support.

an eight hour 203 day School Occupational Therapist position number 9974 to be established in the Special Education department. This position will be established to provide additional support.

an eight hour 246 day Special Education Data Technician position number 9997 to be established at San Miguel school. This position will be established to provide additional support.

Abolish

an eight hour 210 day Attendance Accounting Technician position number 7935 to be abolished at San Miguel school. This position will be abolished due to the lack of work.

an eight hour 221 day Technology Services Technician position number 9934 to be abolished in the Technology department. This position will be abolished due to the lack of funds.

a four hour 183 day Paraeducator I position number 7788 to be abolished at Chavez school. This position will be abolished due to the lack of funds.

a four hour 183 day Paraeducator I position number 7810 to be abolished at Chavez school. This position will be abolished due to the lack of funds.

a five and a half hour 183 day Paraeducator I position number 2243 to be abolished at Frank school. This position will be abolished due to the lack of funds.

a three hour 183 day Paraeducator I position number 2238 to be abolished at Frank school. This position will be abolished due to the lack of funds.

a two and a half hour 183 day Paraeducator I position number 2844 to be abolished at Frank school. This position will be abolished due to the lack of funds.

a one and a half hour 183 day Paraeducator I position number 9813 to be abolished at Marshall school. This position will be abolished due to the lack of work.

a five hour 183 day Paraeducator I position number 8650 to be abolished at McKinna. This position will be abolished due to the lack of work.

Increase

a three hour and ten minute 183 day Paraeducator I position number 7181 to be increased to four hours and forty minutes at Marshall school. This position will be increased to provide additional support.

Reduce

a four hour and 10 minute 183 day Paraeducator I position number 7187 to be reduced to three hours and 10 minutes at Ramona school. This position will be reduced due to the lack of funds.

a four hour and 10 minute 183 day Paraeducator I position number 7188 to be reduced to three hours and 10 minutes at Ramona school. This position will be reduced due to the lack of funds.

a four hour and 10 minute 183 day Paraeducator I position number 9155 to be reduced to three hours and 10 minutes at Ramona school. This position will be reduced due to the lack of funds.

a five and a half hour 183 day Paraeducator I position number 7190 to be reduced to three hours and 10 minutes at Ritchen school. This position will be reduced due to the lack of funds.

a four hour and 10 minute 183 day Paraeducator I position number 7189 to be reduced to three hours and 10 minutes at Ritchen school. This position will be reduced due to the lack of funds.

a five hour and 10 minute 183 day Paraeducator I position number 7174 to be reduced to three hours and 10 minutes at Harrington school. This position will be reduced due to the lack of funds.

a five hour and 10 minute 183 day Paraeducator I position number 7175 to be reduced to three hours and 10 minutes at Harrington school. This position will be reduced due to the lack of funds.

a four hour and 10 minute 183 day Paraeducator I position number 7169 to be reduced to three hours and 10 minutes at Chavez school. This position will be reduced due to the lack of funds.

a four hour and 10 minute 183 day Paraeducator I position number 9158 to be reduced to three hours and 10 minutes at Chavez school. This position will be reduced due to the lack of funds.

a four hour and 10 minute 183 day Paraeducator I position number 7173 to be reduced to three hours and 10 minutes at Elm school. This position will be reduced due to the lack of work.

a four hour and 10 minute 183 day Paraeducator I position number 7275 to be reduced to three hours and 10 minutes at Elm school. This position will be reduced due to the lack of work.

a five hour and 40 minute 183 day Paraeducator I position number 9159 to be reduced to three hours and 10 minutes at Lemonwood school. This position will be reduced due to the lack of work.

a seven hour 190 day Library Media Technician position number 2253 to be reduced to six hours at Frank school. This position will be reduced due to the lack of funds.

FISCAL IMPACT:

Cost for Instructional Materials Warehouse Worker/Delivery Driver: \$69,387 General
Cost for School Occupational Therapist: \$125,581 Special Ed
Cost for Special Ed. Data Technician: \$81,008 Special Ed
Savings for Attendance Accounting Technician: \$70,003 General funds
Savings for Technology Services Technician: \$97,791 General funds
Saving for 2 Paraeducator I positions at Chavez: \$38,924 Site funds
Saving for 3 Paraeducator I positions at Frank: \$53,199 Site funds
Saving for Paraeducator I at Marshall: \$7,223 General funds
Saving for Paraeducator I at McKinna: \$24,008 General funds
Cost for Paraeducator I at Marshall: \$8,008 General funds
Saving for 3 Paraeducator I positions at Ramona: \$14,661 Site funds
Saving for 2 Paraeducator I positions at Ritchen: \$16,250 Site funds
Saving for 2 Paraeducator I positions at Harrington: \$19,490 Site funds
Saving for 2 Paraeducator I positions at Chavez: \$9,284 Site funds
Saving for 2 Paraeducator I positions at Elm: \$9,650 General funds
Saving for Paraeducator I at Lemonwood: \$12,019 General funds
Savings for Library Media Technician: \$6,026 Site funds

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Consent Agenda

Ratification of Resolution #20-06 – California Department of Education – Child Development Division Contract #CSPP-0674 (DeGenna/Valdes)

Resolution to certify the Oxnard School District Board of Trustees authorizes entering into Contract #CSPP-0674 with the California Department of Education – Child Development Division for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2020-21.

Term of Agreement: July 1, 2020 through June 30, 2021

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Resolution #20-06 with the California Department of Education – Child Development Division.

ADDITIONAL MATERIALS:

Attached: [Resolution #20-06, California Department of Education-Child Development Division \(1 Page\)](#)

OSD RESOLUTION #20-06

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2020-2021.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

_____ authorizes entering into local agreement number _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2020, by the Governing Board of _____ of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of _____, of _____, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #20-03 – Art Trek Inc. (DeGenna/Shea)

Art Trek Inc. will provide lessons, materials, coaching, and activities for students participating in the ASES program during the 2020-21 school year.

FISCAL IMPACT:

Not to Exceed \$25,000.00 – Unrestricted General Fund

RECOMMENDATION:

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-03 with Art Trek Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-03, Art Trek, Inc. \(2 Pages\)](#)



OSD AGREEMENT #20-03

2020-2021 AGREEMENT FOR AFTER SCHOOL ENRICHMENT AND SAFETY Oxnard School District

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

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

1. SERVICES for ASES program: Art Trek shall provide the following services to your school district for the 2020-2021 school year:

One six (6) hour kick-off (\$2500) training followed by monthly three (3) hour training workshops (\$1500 each) at which After School Enrichment and Safety (ASES) Program staff receive for themselves and their students:

- Art Trek lessons and training for: classroom teaching methods, English language support, materials set up and use, grade and material modifications. Attendees learn the lessons and process as a group in these meetings.
- Written instructional lessons, Art Trek art samples, Great Masters prints (when applicable)
- Classroom language arts and visual arts extensions
- School visitations/evaluations/support
- Conversation Starters for purposeful dialogue to help build English Learners through conversations where both teacher and student lead.

ADDITIONAL AGREEMENTS:

- All training workshops for the 2020-2021 school year will be scheduled by July 1, 2020.
- Thematic overview will be submitted by Art Trek, Inc. to the Oxnard School District for review by July 1, 2020.

Copies of the lessons and imagery will be provided by Art Trek, and OUSD will be invoiced accordingly.

Classroom materials to be supplied by OSD. Workshop materials to be supplied by Art Trek

PROGRAM FEES FOR ASES:

Maximum Budget for ASES program 2020-2021:

\$ 17,500 -Teacher Workshop Fees (\$2500 kick-off and up to 10 monthly workshops at \$1500 ea)
 \$ 5,000 - Planned Art Program Classroom Support/Visits
\$ 2,500 -Art Gala support
 \$ 25,000 TOTAL*

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

INVOICING: All teacher training workshop invoices, specialized materials or photocopies invoices and classroom visits will be mailed following each workshop. Payment is due upon receipt.

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

If this Agreement meets with your approval, please sign, date, and return e-mail, or snail mail.



Nan Young, Director

April 9, 2020

Date

Lisa A. Franz, Director, Purchasing

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #20-13 – Ventura County Office of Education – Math Program (DeGenna/Shea)

VCOE Department of Curriculum and Instruction will provide professional development to the Oxnard Scholars after school program staff. Trainings will occur once a month for a minimum of seven total training dates during the 2020-21 school year, and will include information that will assist the Oxnard Scholars lead staff and Manager Special Programs in supporting the Oxnard Scholars staff with the implementation of Common Core State Standards.

FISCAL IMPACT:

Not to exceed \$21,800.00 – ASES Grant Funds

RECOMMENDATION:

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #20-13 with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #20-13, Ventura County Office of Education \(1 Page\)](#)

**AGREEMENT #20-13 BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION
AND
OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL DEVELOPMENT TRAININGS**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Curriculum and Instruction (CI) staff in training the after-school staff and administrator of after-school programs in the Oxnard School District. The purpose is to train the staff and support the Oxnard School District administration in their after-school mathematics program.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and the **Ventura County Office of Education** will work together toward promoting a quality after-school program. 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 a two-day orientation to the Building Numeracy math program by a VCOE math consultant. (\$875 for each full day of training + \$875 for design and preparation of math program materials for orientation)
 - b. Provide instructor trainings, lessons, coaching, support, and/or demo lessons (in person or remotely) \$875 for each full day presentation by math specialist and \$875/ full day for design of units and preparation of instructor and site materials. (VCOE graphics charges to be paid by OSD).
 - c. Provide handouts to administrator of after-school programs and after-school staff. (VCOE graphics charges to be paid by OSD).
 - d. Develop a list of math materials and math literature for the Building Numeracy units (to be purchased by OSD).
 - e. Maintain ownership of all documents and data produced for the Building Numeracy Math Program and the math training sessions.
 - f. Total program costs for professional development and design not to exceed \$17,000.00 and graphics charges not to exceed \$4,800.00 for a total not to exceed \$21,800.00.
2. **Oxnard School District agrees to:**
 - a. Provide site for training.
 - b. Provide presentation equipment for in-person meetings (LCD projector, document camera, and laptop)
 - c. Allocate an account for math materials and math literature for each site.
 - d. Support trainings through regular classroom visits by the after-school program administrator to monitor implementation of new learning.
 - e. Pay Ventura County Office of Education, Curriculum and Instruction Department for Content Specialist services, materials, and printing costs for the math units.

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 August 6, 2020 - June 30, 2021.

For the Oxnard School District

Lisa A. Franz, Director, Purchasing

Date

For the Ventura County Office of Education

Antonio Castro, Ed.D., Associate Superintendent

Date

Lisa Cline, Executive Director

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-34 - 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 2020-2021 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.

Term of Agreement: August 6, 2020 through June 30, 2021

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 #20-34 with Action Preparedness Training.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-34, Action Preparedness Training \(13 Pages\)](#)
[Proposal \(1 Page\)](#)
[Certificate of Insurance \(3 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #20-34

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of August 2020 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:

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **August 6, 2020** through **June 30, 2021** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed 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 #20-34

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-34

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 #20-34

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-34

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.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-34

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #20-34

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #20-34

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-34

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **ACTION PREPAREDNESS TRAINING**, who will provide Services under the Agreement, is 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 2020-2021

June 9, 2020

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 2020-2021 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



1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
Phone: 1-800-982-9491 Fax: 1-800-758-3635
Website: www.hpso.com

04/23/20

Glenda C Mahon
951 Woodland Ave
Ojai, CA 93023-4156

Dear Glenda C Mahon:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-800-982-9491. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Dedicated To Serving The Insurance Needs of Healthcare Providers

Healthcare Providers Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (OG94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

Q032



Certificate of Insurance
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 4/23/2020

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0270279679	From: 04/23/20 to 04/23/21 at 12:01 AM Standard Time
Named Insured and Address:				Program Administered by:
Glenda C Mahon 951 Woodland Ave Ojai, CA 93023-4156				Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-982-9491 www.hpsso.com
Medical Specialty:			Code:	Insurance Provided by:
Basic/Intermediate EMT			80723	American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Excludes Cosmetic Procedures				

Professional Liability \$ 1,000,000 each claim \$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit
- * Malplacement Liability
- * Personal Injury Liability

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	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
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

General Liability

General Liability	\$1,000,000 each claim / \$1,000,000 aggregate
Fire & Water Legal Liability	Included in the GL limit shown above subject to \$250,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

Total \$ 313.00

Base Premium \$313.00
Medical Speciality is amended to include Consulting Services (GSL-5587)
Premium reflects Self Employed , Full Time

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board

Secretary

Keep this Certificate of Insurance 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. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

Endorsement Date:

Master Policy: 188711433

CNA93692 (11-2018)

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-121500-D	Common Policy Conditions
G-121501-C1	Occurrence Policy Form - California
CNA94164	Amendment Definition of Claim Endorsement
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
G-121504-C	General Liability Form
GSL-5587	Consulting Services Liability Endorsement

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 Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

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.

Form #:CNA93692 (11-2018)

Named Insured: Glenda C Mahon

Master Policy #: 188711433

Policy #: 0270279679

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 5, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-39 – FoodCorps Inc. (Penanhoat/Lugotoff)

The Oxnard School District must renew the annual agreement with FoodCorps to acquire a new service member.

Member will work at designated school service sites to implement District designated healthy school culture initiatives. The member will continue efforts initiated during the 2019/20 SY in the area of Food Waste reduction, garden education, and nutrition education. FoodCorps nutrition education activities and programming are in addition to what would otherwise be provided by a teacher or school district and therefor, will not duplicate or replace existing school activities and required nutrition education and will not displace teachers, staff or volunteers.

FISCAL IMPACT:

Not to exceed \$7,500.00 – CNS Funds

RECOMMENDATION:

It is the recommendation of the Director, Child Nutrition Services, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #20-39 with FoodCorps Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-39, - FoodCorps Inc. \(13 Pages\)](#)
[FoodCorps Service Site Agreement \(12 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #20-39

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of August 2020 by and between the Oxnard School District (“District”) and FoodCorps Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 6, 2020 through July 16, 2021 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00), 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: Suzanne Lugotoff
Phone: 805.385.1501, x2435
Fax: 805.487.8268

To Consultant: FoodCorps Inc.
1140 SE 7th Avenue, Suite 110
Portland, OR 97214
Attention: Elizabeth Wolf
Phone: (503) 558.6314
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.** SUZANNE LUGOTOFF 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:

FOODCORPS INC.:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #20-39

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-39

SERVICES

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

See attached FoodCorps Service Site Agreement

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

See attached FoodCorps Service Site Agreement

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 #20-39

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-39

COMPENSATION

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

Not to Exceed \$7,500.00

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 \$7,500.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-39

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 three hundred thousand dollars (\$300,000) per occurrence. If FoodCorps maintains broader coverage and/or higher limits than the minimums shown above, the Service Site requires and shall be entitled to the broader coverage and/or higher limits maintained by FoodCorps. Any available insurance proceeds, including abuse and molestation coverage, in excess of the specified minimum limits of insurance and coverage shall be available to the Service Site.

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

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

~~Nurses, Therapists~~

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

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

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

Not Project Related

Project #20-39

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 #20-39

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-39

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



FOODCORPS SERVICE SITE AGREEMENT

This Service Site Agreement (the “Agreement”) is entered into by and between **FoodCorps, Inc.**, a 501(c)(3) New York not-for-profit corporation, FEIN: 27-3990987 (“FoodCorps”) and **Oxnard School District**, which is in the state of California, Tax ID: 95-6002318

RECITALS

A. FoodCorps connects kids to healthy food in school, so they can lead healthier lives and reach their full potential. In partnership with AmeriCorps, FoodCorps operates a service program that places emerging leaders into limited-resource schools for a year of service. The FoodCorps program is built on three evidence-based areas of service that support healthy school food environments: 1) Hands-On Learning 2) Healthy School Meals and 3) Schoolwide Culture of Health.

B. Service Site is a/an K – 8 School District that desires to partner with FoodCorps in California by facilitating FoodCorps programming within such state.

Accordingly, in consideration of the foregoing premises and the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is to set forth the basic provisions, guidelines, and expectations for the relationship between Service Site and FoodCorps. These provisions, guidelines and expectations are designed to ensure full coordination between Service Site and FoodCorps. In the case of any legal dispute, this document will serve as the sole binding agreement governing the terms of the relationship between Service Site and FoodCorps.

2. Definitions

The definitions in **Exhibit A** are included for reference, and legally incorporated into this Agreement.

3. Service Site Requirements. Service Site Requirements are outlined in **Exhibit B**, which is legally incorporated into this Agreement. Service Site further agrees as follows:

3.1 Service Site agrees to comply, or use commercially reasonable efforts to ensure compliance, with the following:

- 3.1.2 FoodCorps Requirements, Policies and Procedures the terms of which are legally incorporated into this Agreement, and within the FoodCorps Handbook. Site supervisors will receive access to the FoodCorps Handbook during their state-wide site supervisor training in May-July 2020.
 - 3.1.3 Prohibited Activities Rules. Service Site understands that CNCS, AmeriCorps or FoodCorps have outlined rules that prohibit the Service Site and Service Members from engaging in certain Prohibited Activities (such rules to be collectively referred to as the “Prohibited Activities rules”). The Prohibited Activities rules are subject to modification from time to time, and are legally incorporated into this Agreement. Service Site agrees that it has reviewed, understands and agrees to comply with the Prohibited Activities rules, and to use commercially reasonable efforts to ensure that Service Members understand and comply with the Prohibited Activities rules.
 - 3.1.4 Nondisplacement / Supplantation in Hiring. In conjunction with the Service Site Requirements, Service Site agrees that it will comply with the federal regulations prohibiting duplication or displacement set forth in 45 CFR §§ 2540.100(e)-(f), which generally provide that Service Site shall not displace an employee, position, or volunteer (other than a Service Member or another participant under the national service laws), including partial displacement such as reduction in hours, wages, or employment benefits, as a result of Service Site’s participation in the FoodCorps Program or Service Site’s utilization of any Service Member.
- 3.2 Program Service Fee. Service Site agrees to comply with the following regarding the program service fee:
- 3.2.2 Service Site agrees to timely completion of all required payment forms regarding the program service fee, and timely pay the \$7,500 program service fees for which Service Site is responsible.
 - 3.2.3 No part of a program service fee may be raised by or through the service of a Service Member.
 - 3.2.4 Should a Service Member exit Service Term prior to End Date outlined in Exhibit A, due to either Compelling Personal Circumstance or termination, a portion of the Program Service Fee may be refunded according to policy outlined in the FoodCorps Handbook.
- 3.3 School Memorandum of Understanding. Service Site must ensure that a School MOU, included in **Exhibit C**, is signed by an authorized school representative for each school to which the FoodCorps service member is assigned.
- 3.4 Additional Service Site Obligations. Service Site further agrees as follows:
- 3.4.2 Service Site shall not make any offer or promise relating to an existing or potential service member’s compensation or benefits.
 - 3.4.3 Service Site shall not employ, recommend for employment, or otherwise facilitate the employment of Service Members for any commitment that

would interfere with their full-time service, or prior to 60 days from the end of the Service Term, as defined in their Service Member Contract and in the FoodCorps Handbook.

- 3.4.4 Service Site must provide or ensure, as applicable, a safe and accessible work space for service members, which includes making every reasonable effort to ensure that the health and safety of service members are protected during the performance of their assigned duties. The Service Site shall not assign or require service members to perform duties that would jeopardize their safety or cause them to sustain injuries.
- 3.4.5 Service Sites will ensure that Service Members are properly and fully oriented to any and all of their service environments, which includes being trained on any and all laws, rules, policies, or procedures that may be applicable to the Service Member in that environment. Please refer to the Site and School Orientation Checklists in the FoodCorps Handbook.
- 3.4.6 Service Site agrees to properly supervise, control, and safeguard its premises, processes, or systems. To that end, Service Site agrees that it will not permit Service Members to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables, which are not directly related to or necessary for their service.
- 3.4.7 Service Site agrees to immediately notify FoodCorps of matters that may seriously impact the experience or service environment of FoodCorps Service Members, including but not limited to:
 - Any unusual incident, occurrence or event that involves the Service Site staff, volunteers or officers, or the FoodCorps Service Member, including but not limited to, the death or serious injury of any Service Site staff or Service Member; the arrest of any Service Site staff or Service Member; possible criminal activity on the part of any Service Site staff or Service Member; destruction of property by any Service Site staff or Service Member; significant damage to the physical facilities of the Service Site; or other matters of a similarly serious nature; and
 - Any circumstance in which the member will not report to their school or service site for more than five regularly scheduled service days. This includes illness, injury, or requests for time off or teleservice.
 - Personnel changes at the Service Site that result in a new staff member being appointed as Service Site Supervisor.

4. **Mutual Understandings.** For the avoidance of doubt, the parties acknowledge and agree as follows:

- 4.1 Service Site is only authorized to administer the Program in the FoodCorps State. This Agreement does not authorize Service Site to facilitate the Program in any other state, nor does this Agreement provide any indication or assurance of any preference on behalf of FoodCorps to offer the Program in any state other than the FoodCorps State, through Service Site or otherwise.
- 4.2 FoodCorps is the sole owner of, and retains all rights in and to, the Program and any and all intellectual property of FoodCorps. Service Site's administration of the Program within the FoodCorps State confers no rights onto Service Site with respect to the Program or FoodCorps' intellectual property other than those expressly granted in this Agreement.
- 4.3 FoodCorps' ability to operate the Program, and its ability to provide Service Members to serve in the FoodCorps State, is dependent on the levels at which CNCS approves FoodCorps as an AmeriCorps program and continues FoodCorps' corresponding grant, and on FoodCorps' receipt of funding from sources other than CNCS. Service Site acknowledges that receipt by FoodCorps of such funding is outside of FoodCorps' control, and that such funding may affect the number or placement of Service Members within the FoodCorps State. Service Site understands and agrees that FoodCorps does not guarantee placement of any particular number of Service Members regardless of targets, or replacement of members who are suspended, terminated, or who resign.
- 4.4 Service Sites may conduct fundraising activities to support the Service Member program service fee and costs associated with local Program implementation (garden construction, curriculum materials, supervisor time, etc). Service Sites may not conduct fundraising efforts that duplicate or compete with those of FoodCorps.
- 4.5 FoodCorps welcomes advice and suggestions from Service Sites in good faith; however, FoodCorps has no obligation to modify the Program to incorporate any such advice or suggestions. FoodCorps is the sole arbiter of the Program, including its fundamental operating structure at the national, state, and local level.

5. **Term; Termination; Effect of Termination.**

- 5.1 Term. The effective date of this Agreement is the last date on which it is signed. This Agreement shall remain in effect unless it is terminated, as provided below, or until it expires. The expiration date of this Agreement shall be latter of (a) the term End Date; or (b) the date on which all Service Members serving in the FoodCorps State complete their Terms of Service (the "Completion Date"); provided, however, that FoodCorps and Service Site may mutually agree on an earlier Completion Date in the event that a particular Member's Term of Service is exceptionally long as a result of the suspension of their Term of Service for "compelling circumstances," as defined in the FoodCorps Handbook.
- 5.2 Extension of Term. In the event any one or more Service Members under the Service Site's direction do not complete their required number of service hours (as specified in the Service Member Contract) by the term End Date, this Agreement shall remain in effect until such Service Member(s) have completed their required number of service

hours or have formally withdrawn or been released from the program.

- 5.3 Mutual Agreement. Service Site and FoodCorps may terminate this Agreement and all of their respective obligations hereunder at any time by mutual agreement in a writing signed by both parties.
- 5.4 Material Breach. Either party hereto may terminate this Agreement upon a material breach by the other of the terms of this Agreement.
- 5.5 Service Site Breach. If the Service Site violates the terms of this Agreement or undertakes an action or course of conduct that FoodCorps reasonably determines is in contravention or violation of the FoodCorps mission, objectives or goals, or violates federal, state or local law (a “violation”), then FoodCorps will put Service Site on notice of such violation and Service Site agrees to work diligently to reconcile the violation. Should Service Site fail to cure the violation within seven (7) days of receiving notice from FoodCorps, or if FoodCorps reasonably determines that the violation is extremely grievous, or that multiple violations have occurred, FoodCorps retains the right to immediately terminate this Agreement without liability.
- 5.6 Effect of Termination. The parties understand and agree that expiration or termination of this Agreement shall likewise terminate all rights of Service Site under this Agreement, including any rights to use FoodCorps intellectual property or to otherwise associate with the Program, and shall extinguish any obligations of FoodCorps to Service Site.

6. Recordkeeping and Reporting.

- 6.1 Service Site agrees to maintain such records and accounts, and make available such reports and investigations concerning matters involving Service Members and the Program as FoodCorps, FoodCorps or CNCS (e.g., in the event of an audit) may require. Such records shall include but not be limited to a copy of this Agreement, records relating to program service fees, and reports; and
- 6.2 Service Site agrees to respond to and submit required programmatic reports to FoodCorps within the time frames reasonably set by them.

7. Independent Contractors

The parties agree that their relationship with respect to one another is that of independent contractors, and that neither party is an employee, partner, agent or in a joint venture with the other. All employees of FoodCorps shall be employees of FoodCorps and not of Service Site; and all employees of Service Site are and shall be employees of Service Site and not FoodCorps. Each party acknowledges and agrees that it has no legal responsibility to withhold state or federal income tax, unemployment compensation, Social Security, or to provide any form or manner or pension or other fringe benefits for the other party’s employees; and, each party is solely responsible for compensating its own employees, agents or representatives employed, or engaged, by it to perform duties under this Agreement and for all taxes, duties and all charges of any governmental authority arising from its

activities under this Agreement. Neither party shall have no right or authority to assume or undertake any obligation of any kind, express or implied on behalf of the other party or to bind the other party in any way. The parties acknowledge that nothing contained in this Agreement shall be deemed or construed to constitute or create between the parties, a partnership, joint venture or agency. Neither party shall have the right or authority to assume or undertake any obligation of any kind, express or implied, on behalf of the other party or to bind the other party in any way, or to undertake any obligation of any kind, express or implied, on behalf of FoodCorps.

8. Confidential Information

The parties shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") of the other party. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without such other party's consent. Each party's Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall: (a) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (b) make no further use of it; and

(c) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

9. Insurance; Limitation on Liability; Indemnification

Select *ONE* of the options for the 9.1 section of this agreement.

Option A: Check to select

9.1 a Service Site represents and warrants that it will maintain comprehensive general commercial liability insurance coverage, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Service Site's operations and activities, including oversight of the FoodCorps Program. Service Site agrees that all such policies for liability protection, bodily injury or property damage shall cover any and all Service Members serving at the Service Site.

Option B: Check to select

9.1 b Service Site warrants that it will provide self-insurance, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Service Site's operations and activities, including oversight of the FoodCorps Program.

9.2 Notwithstanding anything stated or implied to the contrary herein, in no event shall

either party be liable to the other for exemplary, punitive, incidental or consequential damages, even if advised of the possibility of such damages, in any manner arising out of this Agreement or the breach of any term, covenant, representation, warranty or obligation contained herein.

- 9.3 To the extent permitted by any applicable statutes, Service Site agrees to indemnify, defend and hold harmless FoodCorps and their officers, directors, employees, and members to the fullest extent of the law from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of any kind (a "Claim"), which may arise by reason of (i) any act or omission by Service Site or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, or agents; or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Service Site in this Agreement. Service Site agrees to promptly notify FoodCorps upon receipt of any Claim. The provisions of this section shall survive any revocation, surrender or other termination of this Agreement.

10. General Provisions

- 10.1 Amendment; Waiver. This Agreement may be amended only in a writing clearly setting forth the amendment(s) and executed by both parties. Any waiver of a term or condition of this Agreement in one instance shall not be deemed to constitute a waiver in any other instance. A failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision hereof.
- 10.2 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 10.3 Assignment. Neither this Agreement nor any other rights or obligations hereunder shall be assigned or delegated by either party.
- 10.4 No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.
- 10.5 Warranties. Service Site represents and warrants that it is either a nonprofit organization or a public institution (e.g., a public hospital or state educational institution). Furthermore, each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, or relevant to service and the service environment, including the Americans with Disabilities Act and laws prohibiting harassment and discrimination, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of

this Agreement.

10.6 Entire Agreement. This Agreement, including all Exhibits and any manuals, handbooks, guidelines and other documents incorporated by reference, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings, written or oral, between the parties with respect to the subject matter hereof.

10.7 Execution in Counterparts; Facsimile Signatures. This Agreement may be executed by the parties in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. This Agreement may be executed by any party by delivery of a facsimile signature, or email signature in PDF form, which signature shall have the same force and effect as an original signature.

* * * *

Exhibit A

Definitions

FoodCorps State: The state in which Service Site is authorized and agrees to facilitate FoodCorps programming pursuant to this Agreement.

Program: A national public service program conducted by FoodCorps to connect kids with healthy food in school, pursuant to which Service Members complete a year-long term of stipended AmeriCorps service, during which time they serve to foster the creation of healthy school food environments on behalf of children in limited-resource communities. The Program may also be referred to in this Agreement as the “FoodCorps program”.

FoodCorps Handbook: A comprehensive document that describes the responsibilities of Service Members, Service Sites and FoodCorps within the FoodCorps Program.

Service Member: AmeriCorps members enrolled to serve in the FoodCorps program pursuant to a contract with FoodCorps (“Service Member Contract”). Service members are not “employees” or “apprentices” or typical volunteers. They are AmeriCorps members who are eligible to receive an education award in return for their term of service.

Service Site: Service Sites are the entities within a FoodCorps State—schools, school districts, or community-based nonprofit organizations focused on health, education, and/or food systems—at which Service Members perform their Term of Service. Service Sites report directly to FoodCorps.

Service Site Supervisor: Service Site staff member who serves as a supervisor and mentor for FoodCorps Member(s) in the day-to-day performance of their service, and is the primary Service Site contact for

FoodCorps.

Term of Service: The period of time during which a Service Member serves in the FoodCorps program, as agreed upon in the Service Member Contract. As contemplated by this Agreement, the Service Member Term of Service will not start earlier than August 3 of the year of this agreement, be at least 1700 hours of qualifying service, which is expected to be completed during the program year.

Non Duplication of Services: FoodCorps programming is in addition to what would be otherwise provided by a teacher or school district and therefore, will not duplicate or replace existing school or service site and Service Member will not displace teachers, staff, or volunteers.

EXHIBIT B

Service Site Requirements

Thank you for your interest in partnering with FoodCorps as a service site!

The upcoming service term will run August 6th 2020 – July 16th 2021

FoodCorps' mission is to work with communities to connect kids to healthy food in school. We partner with community organizations, school districts, and schools who play a critical role in fulfilling this mission and directly support service members on implementing high quality programming. All of our sites must demonstrate their commitment to equity, diversity, and inclusion in all aspects of program management for FoodCorps, including: recruitment and selection practices, community engagement, and participation in conversations on these topics at annual in-person state gatherings.

Outlined below are the key investments, program management responsibilities, and school partnership commitments that FoodCorps requires of all service sites. Please note that this list is not comprehensive, but reflects the highest priority requirements. All service sites are also expected to read and comply with the FoodCorps Handbook and the Service Site Agreement.

SERVICE SITE INVESTMENTS

FoodCorps and AmeriCorps invest over \$40,000 per member in order to place and support well trained emerging leaders in schools across the country. In return for their full-time 1,700 hours of service, FoodCorps requires the following investments from each service site:

- ✓ Pay an annual program service fee of \$7,500 per service member to FoodCorps*
- ✓ Reserve \$2,000 in site's budget to support Service Member activities (e.g. weekly taste tests, lesson materials, garden supplies)
- ✓ Provide transportation or reimburse mileage expenses for any necessary travel that members incur during service hours, not including their daily commute between home and service
- ✓ Provide service members with a safe workplace that includes consistent access to a computer, phone, printing and general office supplies
- ✓ Provide or assist service members in obtaining any supplies or funding necessary to implement projects related to their FoodCorps service activities

SITE SUPERVISOR RESPONSIBILITIES

Service sites must appoint one staff member to act as the lead service site supervisor. The site supervisor will be the primary point of contact between the service site and FoodCorps. The site supervisor must be identified prior to the start of the service term, and they will be required to fulfill the following responsibilities:

- ✓ Attend a mandatory in-person Site Supervisor Training during Spring/Summer 2020 and regular Site Supervisor calls during the service term.
- ✓ Actively participate in service member recruitment and selection processes for their site
- ✓ Prior to Service Member's arrival/August 6, 2020:
 - o Complete the FoodCorps Menu & Action Plan, including the School Background Information component, Areas of Service component, and Service Member Weekly Schedule components with school leaders
 - o Review and sign the Memorandum of Understanding with school leaders

- ✓ Conduct weekly check-ins with each member to provide individualized coaching and support
- ✓ Approve weekly timesheets and ensure members stay on track to serve a minimum of 1,700 hours
- ✓ Complete a formal mid-term and end-of-term evaluation for each service member
- ✓ Adhere to all AmeriCorps rules and regulations
- ✓ Release service members for various required national and state-based trainings
- ✓ Work towards sustainability of programming through multi-year planning and annual goal setting

SCHOOL PARTNERSHIP REQUIREMENTS(adjustments due to COVID-19 may be necessary)

If the service site is not an individual school, the site is responsible for selecting and building strong partnerships with local schools based on the following requirements:

- ✓ Service members may be assigned to a maximum of 2 schools, one of which must include elementary grade levels. Members may not be assigned to serve high schools.
- ✓ Partnering schools must be of high-need, where at least 50% of the student population is eligible for free or reduced price lunch or an equivalent measure (such as community eligibility).
- ✓ Partnering schools must complete a formal MOU process and meet with FoodCorps state and national staff as requested throughout the year.
- ✓ Partner schools must co-create a Service Member's teaching schedule that includes 12 teaching blocks and a minimum of 6 hours reserved for Service Members to spend in the cafeteria during meal times.
- ✓ Partner schools must work with Service Member to identify a group of youth leaders for the Cafeteria Captain program.
- ✓ Partnered schools must post provided FoodCorps partnership signage in 1-2 visible locations in the school (lobby, office, etc.)
- ✓ Partnering schools must identify a School Advisor to serve as the service member's primary point of contact and to ensure that they are included as a member of the school community

PROGRAM REQUIREMENTS(adjustments due to COVID-19 may be necessary)

Site supervisors and school staff must structure FoodCorps service so that each member can successfully meet the following requirements:

- ✓ **Hands-on Learning** - The FoodCorps service member must teach or co-teach ongoing hands-on, food-based lessons in the classroom or garden. Members must teach a minimum of 100 students in grades K-8 for 10+ instructional hours over the course of their service term.
- ✓ **Healthy School Meals** - The service member must maintain a regular presence, defined as a minimum of 6 hours per week, facilitating activities and serving as a positive role model in the school cafeteria
- ✓ **Schoolwide Culture of Health** - The service member must lead a FoodCorps presentation for school staff in August or September. They should also be included in school health/wellness/garden committee(s), if such teams exist.
- ✓ Service members must represent AmeriCorps and FoodCorps at all times during service, wearing a provided uniform or pin.
- ✓ Each service member must complete the following program evaluation requirements:
 - o Administer a pre- and post- Vegetable Preference Survey with one group of students in 2nd grade or above

- o Submit a Healthy School Progress Report in the Fall for any schools that are new to FoodCorps, and in the Spring for all schools
- o Provide ongoing information through submission of weekly Reporting & Reflection Logs

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the last date written below by their duly authorized representatives.

_____	_____	_____
Service Site Supervisor (Print Name)	Signature	Date

_____	_____	_____
Authorized Service Site Rep. (Print Name) <i>If different than above</i>	Signature	Date

_____	_____	_____
Authorized FoodCorps Rep. (Print Name)	Signature	Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #20-40 – Insight Neuropsychology (DeGenna/Edwards)

Insight Neuropsychology will provide Independent Education Evaluator Services to the Special Education Services Department during the 2020-2021 academic year to complete psychoeducational evaluations.

FISCAL IMPACT:

Not to exceed \$30,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-40 with Insight Neuropsychology.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-40, Insight Neuropsychology \(13 Pages\)](#)
[Rate Sheet \(1 Page\)](#)
[Certificate of Insurance \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #20-40

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of August 2020 by and between the Oxnard School District (“District”) and Insight Neuropsychology (“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 6, 2020 through June 30, 2021 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per attached rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: Insight Neuropsychology
1200 Paseo Camarillo, Suite 245
Camarillo, CA 93010
Phone: (805) 988.6197, Ext. 104
Email: drstifel@insightneuropsychology.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.** DANIELLE EDWARDS 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:

INSIGHT NEUROPSYCHOLOGY:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #20-40

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-40

SERVICES

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

***PER ATTACHED RATE SHEET**

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

***PER ATTACHED 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 #20-40

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-40

COMPENSATION

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

Total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per attached Proposal/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 \$30,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-40

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #20-40

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #20-40

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-40

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

JORDAN WITT, PHD
Clinical Psychologist
Neuropsychological Assessment
Child, Adolescent, and Adult Therapy
Ca License Psy15545

Proposal

To perform independent educational evaluations as needed on a per case basis, including psychoeducational, academic assessment, neuropsychological assessment, and social and emotional evaluation.

Scope of Work

Reviewing pertinent records; interviewing parents; assessing student in office setting; observing student in school setting (as needed); scoring and writing report; attending IEP meeting and presenting findings.

Rates

Full Psychoeducational Assessment with academic assessment: up to \$3200
Full Neuropsychological Assessment with academic assessment: up to \$3600



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2020

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

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

PRODUCER

Trust Risk Management Services, Inc. doing business in CA as TRMS Insurance Agency
1791 Paysphere Circle
Chicago, IL 60674

CONTACT

NAME: Trust Risk Management Services, Inc

PHONE (A/C, No, Ext): 877.637.9700

FAX (A/C, No): 877.251.5111

EMAIL ADDRESS: info@trustrms.com

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: ACE American Insurance Company

22667

INSURED

Insight Neuropsychology
1200 Paseo Camarillo Ste 245
Camarillo, CA 93010-6085

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						GENERAL AGGREGATE	\$
	OTHER:						PRODUCTS-COMP/OP AGG	\$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per Person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						EACH OCCURRENCE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER \$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Psychologist's Professional Liability Retroactive Date 09/05/2013			78G25937454	02/09/2020	02/09/2021	Each Incident Annual Aggregate	\$1,000,000 \$3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-42 – County of Ventura (DeGenna/Ridge)

The communities where the social workers will be placed have been identified by the County of Ventura/County Human Services Agency census data as having the highest rates of referrals and cases for abuse and neglect. The programs that are being provided are preventative in nature and help support parents on issues relating to attendance and behavior. In addition, these Social Workers serve on the district's SARB Board, supporting the entire district.

Term of Agreement: August 10, 2020 through June 21, 2021

FISCAL IMPACT:

Not to exceed \$119,396.00 – 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 #20-42 with the County of Ventura.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #20-42, County of Ventura \(13 Pages\)](#)
- [Exhibit E - Budget Sheet \(1 Page\)](#)
- [Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #20-42

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of August 2020 by and between the Oxnard School District (“District”) and the County of Ventura, of which the County Human Services Agency is a part (“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 10, 2020 to and including June 21, 2021 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Nineteen Thousand Three Hundred Ninety-Six Dollars (\$119,396.00), unless additional compensation is approved in writing by the District. This amount shall be paid for out of the MAA Budget.

- 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 one party giving sixty (60) days written notice to the other, with or without cause.

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. **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.

9. **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.

10. **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.

11. **Confidential Information.** All information gained during performance of the Services or other work product produced by Consultant in performance of this Agreement shall be considered confidential. In addition, certain information and documentation prepared or obtained by Consultant in connection with performance of the services may be protected from disclosure or dissemination ("Protected Information") to all persons, including District, pursuant to applicable laws and regulations. Except as may be required by law, Consultant shall not release or disclose any confidential information or Protected Information; provided that, with respect to disclosure of information that is not Protected Information, Consultant shall not disclose such information without prior written authorization from the Superintendent of the District.

- 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.

12. **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)

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

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

_____ (Initials)

14. **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.

15. **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.

16. **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.

17. **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.

18. **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 ensure 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.

19. **Indemnification.**

- a. Consultant agrees to indemnify, protect, defend and hold harmless District and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are caused by any negligent or wrongful act, error or omission of consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of Consultant's services and obligations under this agreement.
- b. District agrees to indemnify, protect, defend and hold harmless Consultant and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are the direct result of a negligent or wrongful act, error or omission of District, its officers, agents or employees in the performance of District's obligations under this Agreement.

20. **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.

21. **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 ext 2161
Fax: (805) 487-9648

To Consultant: County of Ventura
Human Services Agency
855 Partridge Drive
Ventura, CA 93003
Attn: Michael Powers
Phone: (805) 477-5444
Fax: (805) 477-5385

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.

22. **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.

23. **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.

24. **Administration.** CHRIS RIDGE, the Director, Pupil Services, 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.

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

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

27. **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.

28. **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.

29. **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.

30. **Dispute Resolution.** The parties will make good faith efforts to resolve any dispute arising under this Agreement amicably and by negotiation before seeking to enforce any available legal remedies.

31. **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:

COUNTY OF VENTURA:

Signature

Signature

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

Michael Powers, County Executive Officer
Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: On File

- Not Project Related
 Project #20-42

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-42

SERVICES

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

See Exhibit E Attached

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

- Provide monthly statistical reports for each site identifying the nature of referrals (i.e. Attendance, etc.)
- Carry a concurrent caseload of at least 15 families monthly, case managed through the school’s SST and CST Meetings and/or the School Attendance Review Board (SARB) for their designated sites.
- Serve on the School Attendance Review Board (SARB) for the district.
- Coordinate pre and post parent and teacher surveys that have been approved by the district.

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. Statistic reports on referrals for each site.	Monthly
B. Provide school site with identified students on case load.	Regularly
C. Provide feedback to SARB on cases assigned to them	Subsequent to SARB meetings
D. Provide reports to school CST & SST on cases assigned to them.	Ongoing
E. Social Worker will meet with principal and other school personnel as needed.	Weekly
F. Director of Pupil Services will meet quarterly with HSA CFS Oxnard Regional Manager and Healthy Start Supervisor.	Quarterly

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

- None.
 See Exhibit E attached

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

- None.
 See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #20-42

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-42

COMPENSATION

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

***SEE EXHIBIT E ATTACHED**

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. Attendance reports for each school to calculate reimbursement.
- B. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- C. Line items for all supplies properly charged to the Services.
- D. Line items for all travel properly charged to the Services.
- E. Line items for all equipment properly charged to the Services.
- F. Line items for all materials properly charged to the Services.
- G. 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 \$119,396.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #20-42

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-42

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:

Not Project Related

Project #20-42

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #20-42

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-42

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).

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Oxnard School District/CFS Healthy Start Agreement 2020-21

School	Position	Annual Cost	.75 FTE		50% CWS Match	50% OSD Cost
McKinna	CWSW - Leticia Mendoza	\$131,300	\$98,475		\$49,238	\$49,238
McKinna	OA - Ana Zapata (formerly Sahagun)	\$87,285	\$65,464		\$32,732	\$32,732
Total Cost	Totals	\$218,585	\$163,939		\$81,969	\$81,969
PSSF (.75 FTE (50% paid by PSSF and 50% split CWS/OSD))		Annual Cost	.75 FTE	50% PSSF	25% CWS Match	25% OSD Cost
Cesar Chavez	CWSW - Dafne Aguilar (formerly Jimenez)	\$110,482	\$82,862	\$41,431	\$20,715	\$20,715
Cesar Chavez	OA - Maricela Lopez	\$78,460	\$58,845	\$29,423	\$14,711	\$14,711
	Totals	\$188,942	\$141,707	\$70,853	\$35,427	\$35,427

Supplies for Youth

\$2,000

Total Share of Cost OSD \$119,396

(does not include supervision, equipment, staff supplies, etc.)

Difference from FY 2019-20 Contract	\$112,060
	\$7,336

Notes:

- 1-Project includes two schools: McKinna funded with costs shared .75 FTE by OSD (50%) and CWS (50%) match funds and Cesar Chavez which has been funded with PSSF funds for 50% of .75 FTE with the other 50% of .75 FTE is shared between CWS Match Funding (25%) and OSD Cost (25%).
- 2-Assigned positions at each school include Child Welfare Social Worker (CWSW) and Case Aide (CA).
- 3-Annual cost is based on FY 2020-21 salaries and benefits (S&B) for the assigned staff.
- 4-For McKinna 50% of the actual cost of the positions should be paid by OSD to ensure full cost recovery, with FTE adjusted to fit budget.
- 5-FTE assigned calculated based on the available funding provided by OSD (same as for FY 20-21).

Weeks per year	52
Days paid per week	5
Days paid per year	260
% of FTE Available	75%
Days Available (paid)	195

Paid days include holidays, sick, vacation, training, LOA, etc.

Contract Term Requested by OSD (August 10, 2020, through June 21, 2021)

Aug	18
Sept	21
Oct	21
Nov	18
Dec	14
Jan	15
Feb	18
Mar	20
Apr	15
May	20
Jun	15
	195
Less Days Available	-195
Days Over Budget	0

CERTIFICATE OF LIABILITY COVERAGE

DATE
(MM/DD/YYYY)
06/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS CERTIFICATE. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW.

INSURED The County of Ventura Attn: Risk Management 800 S. Victoria Avenue, #1970 Ventura, CA 93009 (805) 654-3197	
	ENTITIES AFFORDING COVERAGE
PRODUCER / CONSULTANT Chivaroli & Associates, Inc. 200 N Westlake Blvd #101 Westlake Village, CA 91362 (805) 371 - 3680	A: The County of Ventura
	B:
	C:
	D:
	E:

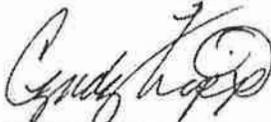
COVERAGES

THIS IS TO CERTIFY THAT THE COUNTY OF VENTURA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITY DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE COUNTY OF VENTURA BYLAWS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS					
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	Self-Insured	07/01/2020	07/01/2021	EACH OCCURRENCE	\$1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000				
					MED EXP (Any one person)	\$1,000,000				
					PERSONAL & ADV INJURY	\$1,000,000				
					GENERAL AGGREGATE	\$1,000,000				
					PRODUCTS - COMP/OP AGG	\$1,000,000				
						COMBINED SINGLE LIMIT (Ea accident)				
						BODILY INJURY (Per person)				
						BODILY INJURY (Per accident)				
						PROPERTY DAMAGE (Per accident)				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Evidence of coverage as respects the operations of the named insured. The Ventura County Schools Self-Funding Authority and its member districts are included as additional covered parties as required by written contract or agreement and in connection with services provided by the County of Ventura and its departments and in connection with the activities where the County of Ventura and its departments use school facilities under Education Code sections 38130 through 38139, the Civic Center Act.

CERTIFICATE HOLDER	CANCELLATION
Ventura County Schools Self-Funding Authority 5189A Verdugo Way Camarillo, CA 93012-8653	SHOULD THE COUNTY OF VENTURA ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY OF VENTURA 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 OF ANY KIND UPON THE COUNTY OF VENTURA, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Edd Bond

Date of Meeting: August 5, 2020

Agenda Section: Section C: Personnel Agreement

Approval of Agreement #20-43 – The Bodine Group (Bond)

The Bodine Group will provide two-day interest-based training in an interest-focused process used to solve problems collaboratively in group or individual settings. The curriculum within this training has been handcrafted to meet the specific needs of the Oxnard School District. Interactive discovery-based training modalities best suited to the learning needs of participants will be the foundation of the training.

Term of Agreement: August 6, 2020 through June 30, 2021

FISCAL IMPACT:

Not to exceed \$6,000.00 including reimbursement of actual expenses – Certificated Personnel Negotiations Funds

RECOMMENDATION:

It is recommended by the Interim Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #20-43 with The Bodine Group, in the amount not to exceed \$6,000.00, including reimbursement of actual expenses.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-43, The Bodine Group \(13 Pages\)](#)
[Proposal \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #20-43

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of August 2020 by and between the Oxnard School District (“District”) and The Bodine Group (“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 6, 2020 through June 30, 2021 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Six Thousand Dollars (\$6,000.00), **including** reimbursement for actual expenses, 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)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

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

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Edd Bond
Phone: (805) 385.1501 x2051
Fax: (805) 486.3408

To Consultant: The Bodine Group
10091 Red Tail Hawk Way
Sacramento, CA 95829
Attention: Bridgette Bodine
Phone: (510) 305.3273
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.** DR. EDD BOND 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. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

THE BODINE GROUP:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #20-43

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-43

SERVICES

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

Provide two-day interest-based training in an interest-focused process used to solve problems collaboratively in group or individual settings. The curriculum within this training has been handcrafted to meet the specific needs of the Oxnard School District. Interactive discovery-based training modalities best suited to the learning needs of participants will be the foundation of the training.

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.	
C.	
D.	

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #20-43

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-43

COMPENSATION

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

Total compensation Not to Exceed \$6,000.00, **including** reimbursement for actual expenses.

II. Consultant may not 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 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 \$6,000.00, including reimbursement for actual expenses, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-43

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).

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #20-43

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 #20-43

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-126

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

The Bodine Group OXNARD PROPOSAL

DATE: June 8, 2020

TO: Oxnard School District
Dr. Jesus Vaca – Assistant Superintendent

FROM: Bridgette Bodine

THE BODINE GROUP

INTEREST-BASED BARGAINING & PROBLEM SOLVING TRAINING

Services:

Two day interest-based training in an interest-focused process used to solve problems collaboratively in group or individual settings. The curriculum within this training has been handcrafted to meet the specific needs of the Oxnard School District. Interactive discovery-based training modalities best suited to the learning needs of participants will be the foundation of the training.

Training Outcomes:

- Development of interest-focused problem solving and negotiation skills by participants.
- Improvement of Management and Employee teamwork and collaborative behavior.
- Beginnings of a relationships based on trust and mutual respect.
- Creation of a common set of behavioral norms
- Improvement in the overall effectiveness of working relationships.

- Introduction of a simple process for resolving conflicts effectively.
- Enhancement of communication skills, with particular emphasis on inquiry, advocacy and listening.

Attendees:

Up to thirty trainees who are OSSA and/or CSEA Negotiation Team Members, District Administrators or District Leaders. Participants will be chosen by the District.

Trainers:

Two Trainers from the Bodine Group will conduct the training. They have worked extensively with the District and are familiar with the cultural and structural dynamics within the District

Cost:

Flat rate of \$1,200.00 per training day for each Trainer plus travel and lodging expenses invoiced at cost.

An additional charge of \$25 per participant for training workbooks and material will be charged.

Site:

TBD – ZOOM option

Possible dates:

To be negotiated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2020

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

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

PRODUCER ABD Insurance & Financial Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404 www.theabdteam.com	CONTACT NAME: Cert Request PHONE (A/C. No. Ext): 650-488-8565 E-MAIL ADDRESS: TechCertRequest@theabdteam.com	FAX (A/C. No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED The Bodine Group 10091 Red Tail Hawk Way Sacramento CA 95829	INSURER A: Valley Forge Insurance Company	20508
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 55184664

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		6025587976	4/17/2020	4/17/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6025587976	4/17/2020	4/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Misc. Professional Liability			6025587976	4/17/2020	4/17/2021	\$250,000 per Occurrence / Aggregate \$2,500 Retention

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

Oxnard School District is added as an additional insured as provided in the blanket additional insured endorsement as pertains to work being performed by named insured under written contract.

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

Rod Sockolov

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ACORD 25 (2016/03)

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OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 5, 2020

Agenda Section: Section C: Facilities Agreement

Approval of Contractor Contingency Allocation No. 014 to the McKinna Elementary School Reconstruct Project for an Increase of Cost for the Work Associated with the Project (Penanhoat/Miller/CFW)

During the Regular Meeting of June 20, 2018, the Board of Trustees approved Construction Services Agreement (CSA #17-41) between the Oxnard School District and Bernards Bros. Inc. for the reconstruction of the McKinna Elementary School. CSA #17-41 included a Contractor Contingency in the amount of Eight Hundred Twenty- Four Thousand Eight Hundred Thirty-Five Dollars and No Cents (\$824,835.00). This Contractor Contingency fund is for payment of very specific items of work, such as: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency.

CCA No. 014 consists of two proposals relating to the McKinna Reconstruction Project. These PCO's provide for scope of work modifications needed to complete this work in accordance with the intent of the design. Per site walk conducted on 01/09/20 to address an emergency lockdown situation, the architect confirmed that manually operated roller shades are to be installed for doors 101-1, 101-2, 201-4, 201-5, and 302-3. Also, as indicated by the Architect, this proposal also included the replacement of vertical louver blinds with mecho-shade system at various locations, the removal of vertical louver blinds located behind sliding marker boards in classrooms, and the removal of all vertical louver blinds located at tinted windows of the MPR Building. CCA No. 014 provides for the Board's consideration and approval of work totaling a credit of (\$3,153.00) as agreed to in writing by the Contractor and District to be returned to the Contractor Contingency line item.

Upon approval of CCA No. 014 Contractor Contingency funds in the amount of \$775,697.74 will have been utilized to date, and the remaining balance of Contractor Contingency sum shall be \$49,137.26.

FISCAL IMPACT:

CCA No. 014 will be a CREDIT to the Contractor Contingency line item of CSA #17-41 in the amount of Three Thousand One Hundred Fifty-Three Dollars and Zero Cents (\$3,153.00). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 014 the remaining balance of the Contractor Contingency will be Forty-Nine Thousand One Hundred Thirty-Seven Dollars and Twenty-Six Cents (\$49,137.26).

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 014 to CSA #17-41 with Bernards related to the McKinna Elementary School Reconstruction Project.

ADDITIONAL MATERIALS:

- Attached:** [Contractor Contingency Allocation No. 014 \(2 Pages\)](#)
[PCO 200-RFI 426 - Clarification on Roller Shades on Doors \(6 Pages\)](#)
[PCO 199-PR 32 - Window Blinds and Mecho-shades \(30 Pages\)](#)
[Construction Services Agreement #17-41, Bernards \(25 Pages\)](#)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: August 5, 2020

CONTRACTOR CONTINGENCY ALLOCATION NO. 014

PROJECT: MCKINNA ELEMENTARY SCHOOL
O.S.D. BID No. N/A
O.S.D. Agreement No.17-41

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

ARCHITECT Perkins Eastman
3194 D Airport Loop Drive,
Costa Mesa, CA 92626

CONTRACTOR:

Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 72538-101
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118371

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

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	824,835.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	(778,850.74)
ADJUSTED CONTINGENCY SUM	\$	45,984.26
NET CHANGE	\$	3,153.00
<hr/>		
Total Contingency Allocations to Date:	\$	(775,697.74)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 014	\$	49,137.26

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCO 199-PR 32 – CREDIT Window Blinds and Mechoshades				(\$6,360.00)
2.	PCO 200-RFI 426 - Clarification on Roller Shades on Doors		\$3,207.00		
	TOTAL	\$0.00	\$3,207.00	\$0.00	(\$6,360.00)

Total Contractor Contingency Allocation Approval No. 014..... (\$3,153.00) CREDIT

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

INTERIM ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES:

DATE: _____

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



CONTINGENCY ALLOCATION REQUEST

CAR No. 200 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 426 - Clarification on Roller Shades on Doors

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-3,207
	Subtotal:	-3,207

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	A1 Quality Blinds	3,207
	Subtotal:	3,207
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Signature

Printed Name & Title

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

- MERITED
- NOT MERITED

CHANGE ORDER ESTIMATE

SUBMITTED TO: Bernards Construction

McKinna School

RFI 426	ITEM	QTY	UN	MATERIAL	EQUIP/SUB	LABOR	TOTAL
	Additional door shades	7		\$426.00			\$2,982.00
	Installation	3 hours		\$75.00			\$225.00
	Subtotal			#REF!	#REF!	#REF!	\$3,207.00
	Payroll Fringes					0.31 #REF!	
	Sales Taxes / Burdens				8.25	0.14 #REF!	Included
	Expedite Shipping				#REF!	#REF!	0.00
	Overhead and Profit			0.10			
	TOTAL						\$3,207.00

Note:



HOURLY LABOR COST RATES

Sub/Contractor: A1 Quality Blinds **Trade:** Carpentry
Date: 12/10/2019 **Classification:** _____
Project: Mckinna Elementary School
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 43.33	\$ 65.00	\$ 86.66
Vacation & Holiday Accrual	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	\$ 43.33	\$ 65.00	\$ 86.66
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security 6.20%	\$ 2.69	\$ 4.03	\$ 5.37
Medicare 1.45%	\$ 0.63	\$ 0.94	\$ 1.26
FUTA 1.20%	\$ 0.52	\$ 0.78	\$ 1.04
SUI 6.20%	\$ 2.69	\$ 4.03	\$ 5.37
State Disability Insurance 1.00%	\$ 0.43	\$ 0.65	\$ 0.87
Workers Compensation Insurance (if Applicable)	\$ -	\$ -	\$ -
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 6.95	\$ 10.43	\$ 13.91
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.75	\$ 7.75	\$ 7.75
Pension & Retirement (or equivalent)	\$ 5.16	\$ 5.16	\$ 5.16
Training (or equivalent)	\$ 0.62	\$ 0.62	\$ 0.62
Hourly Benefits Subtotal	\$ 13.53	\$ 13.53	\$ 13.53
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 63.81	\$ 88.96	\$ 114.10
Burden Cost	\$ 11.19		
Total Labor Rate Cost	\$ 75.00		

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 426

Project: McKinna Elementary School Reconstruction

Date: 01-29-20

Discipline: Architectural

Subject: Clarification on Roller Shades on Doors

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
181-122116 A101, A104		Window Blinds Data & Drawing

QUESTION

Per the site walk on 01/09/20, to address an emergency lockdown situation, please confirm that manually operated roller shades are to be installed for doors 101-1, 101-2, 201-4, 201-5, and 302-3.

ANSWER

Confirmed. Doors should include a sticker with 1" text on clear adhesive that states the following:

"CLOSE SHADE AT LOCKDOWN ONLY"

Locate sticker in a visible location on the mullion above the door.

KG, PED, 01.31.20

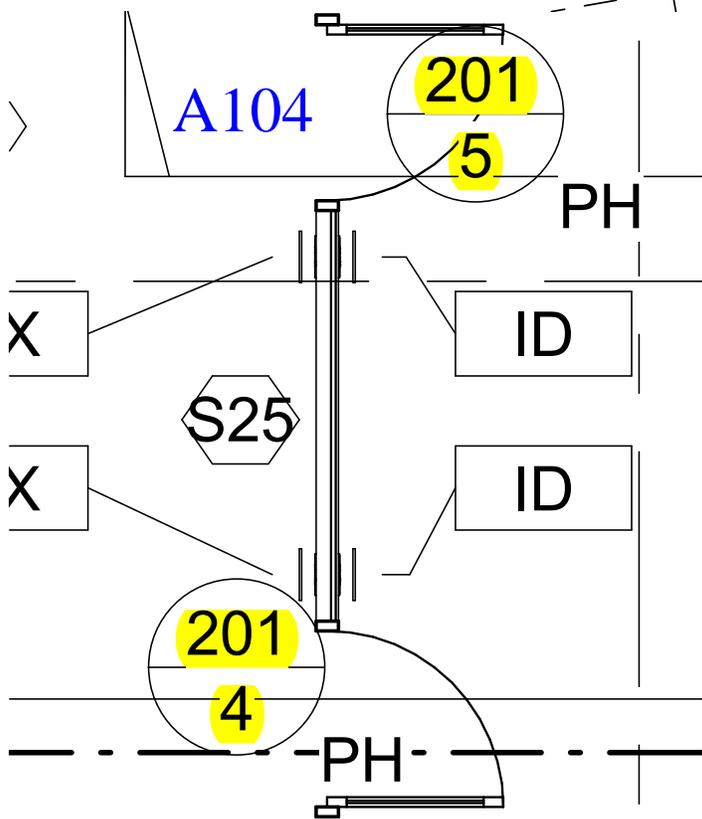
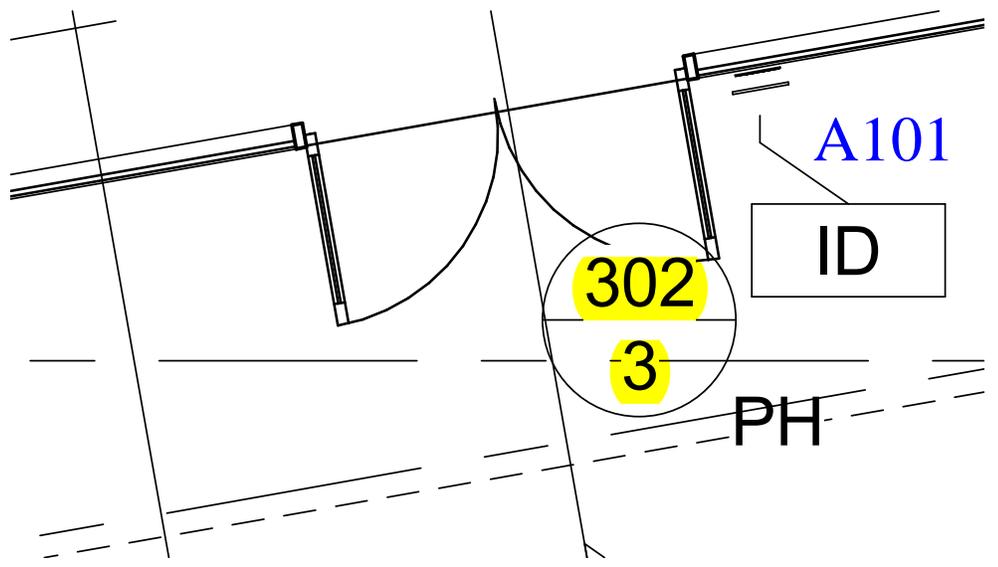
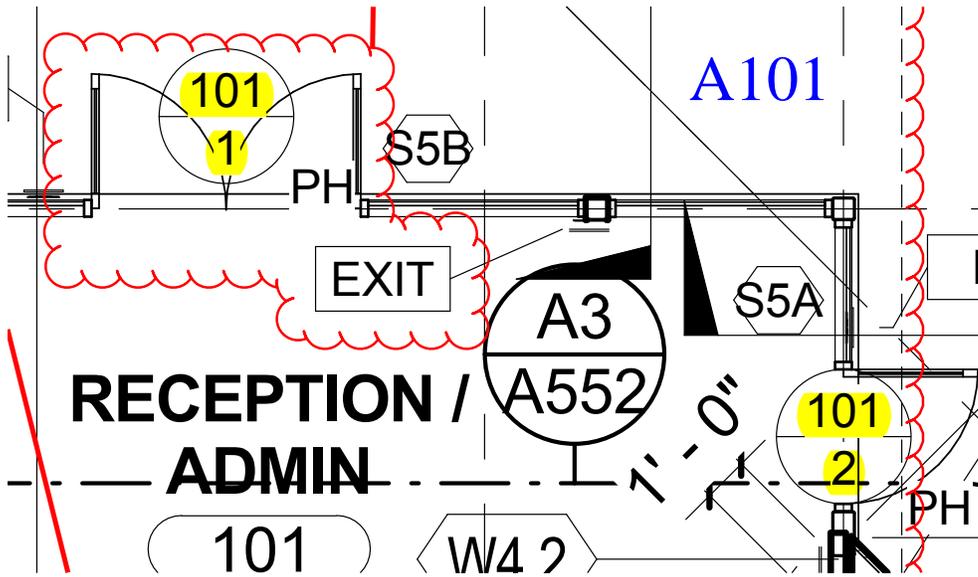
RESPONSE DISTRIBUTION

Company	Contact	Date Sent
A1 Quality Blinds	Anca Fundulea	2/3/2020

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Arvind Balaji - Bernards

Submitted By: Arvind Balaji - Bernards





CONTINGENCY ALLOCATION REQUEST

CAR No. 199 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

PR 32 - Window Blinds and Mecho-shades

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		6,360
	Subtotal:	6,360

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	A1 Quality Blinds	-6,360
	Subtotal:	-6,360
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

- MERITED
- NOT MERITED

CHANGE ORDER ESTIMATE

SUBMITTED: Bernards Construction

Faraday office

ITEM	QTY	UN	MATERIAL	EQUIP/SUB	LABOR	TOTAL
McKinna ES						
Credit for the vertical blinds	62	\$240				-\$14,880.00
Additional charge for the window shades per locations listed below	20	\$426				\$8,520.00
Subtotal			#REF!	#REF!	#REF!	-\$6,360.00
Payroll Fringes					0.31 #REF!	
Sales Taxes / Burdens				8.25	0.14 #REF!	Included
Expedite Shipping				#REF!	#REF!	0.00
Overhead and Profit				0.15		0.00
TOTAL						-\$6,360.00

Shades Locations

Qty	% Open	Room	W dw Ty pe	Mark	Type	Fabric	Fabric Color	Width	Length	SF
man single shades - locations per submittal revision										
1	5%	bldg 1		S5A	man	hermove	1313 Grey	41	87	25
1	5%	bldg 1		S5A	man	hermove	1313 Grey	78	81	44
1	5%	bldg 1		S5B	man	hermove	1313 Grey	60	81	34
1	5%	bldg 1		S5B	man	hermove	1313 Grey	60	87	36
2	5%	bldg 1		S5B	man	hermove	1313 Grey	96	81	108
2	5%	bldg 1		S5B	man	hermove	1313 Grey	57	87	69

1	5%	bldg 1		S5C	man	hermove	1313 Grey	41	57	16
1	5%	bldg 1		S5C	man	hermove	1313 Grey	41	81	23
3	5%	bldg 3		S19	man	hermove	1313 Grey	64	110	147
2	5%	bldg 3		S17	man	hermove	1313 Grey	73	110	112
1	5%	bldg 3		S17	man	hermove	1313 Grey	74	25	13
2	5%	bldg 2		S25	man	hermove	1313 Grey	39	24	13
1	5%	bldg 2		S25	man	hermove	1313 Grey	86	108	65
19										703

Vertical Blinds locations

Qty	Room	Mark	Brand	Type	Color	Width	Length	SF
vert blinds at exterior windows, transoms, & sidelights // excludes clerestory - locations per submittal revision								
3	bldg 1	S1	vold	man	tbd	70	110	160
1	bldg 1	S2	vold	man	tbd	60	62	26
1	bldg 1	S3	vold	man	tbd	78	86	47
1	bldg 1	S4	vold	man	tbd	48	62	21
1	bldg 1	S6	vold	man	tbd	96	110	73
2	bldg 1	S7	vold	man	tbd	44	62	38
1	bldg 1	S8	vold	man	tbd	96	62	41
2	bldg 3	S11A	vold	man	tbd	96	110	147
3	bldg 3	S15B	vold	man	tbd	55	110	126
1	bldg 3	S15A	vold	man	tbd	99	110	76
1	bldg 3	S11B	vold	man	tbd	72	110	55
1	bldg 3	S13	vold	man	tbd	72	110	55
2	bldg 4	S29	vold	man	tbd	36	114	57
32	bldg 4	S27A	vold	man	tbd	37	108	888
8	bldg 4	S27C	vold	man	tbd	75	108	450
4	bldg 4	S27C	vold	man	tbd	36	108	108

2	bldg 4	S30	vold	man	tbd	36	118	59
3	bldg 2	S27A	vold	man	tbd	37	108	83
1	bldg 2	S26	vold	man	tbd	36	108	27
5	bldg 5	S21	vold	man	tbd	48	110	183
75								2720

PROPOSAL REQUEST

McKinna Elementary School

Number

32

Contractor Bernards

Owner Oxnard School District

Contract Start Date 07.16.18

Date Issued 11.20.19

Submit a cost proposal to complete the work described below. The proposal must meet the requirements of the General Conditions in format and delivered to the Architect in the number of days so-noted. The Contractor is at risk for rework costs if the proposal is not received in the time period specified.

Subject: Blinds and Mechoshades

Contractor to remove blinds from the project per submittal review 181-122116-0.
Contractor to use mechoshades (specifications noted on cover sheet) in-lieu-of blinds in the locations noted in submittal review 181-122116-0.
Provide credit and cost for both actions in PR/ROM to owner.

This is not a change of contract. Do not proceed with the work described until notified by the Owner.

Attachments

Submittal review 181-122116-0.

**Lead
Signature**



Kevin Griendling, AIA
Perkins Eastman Dougherty

**PERKINS
— EASTMAN
Dougherty**



**SUBMITTAL TRANSMITTAL
FOR REVIEW**

To: Kevin Griendling
Perkins Eastman Dougherty
3194 D Airport Loop Drive
Costa Mesa, CA 92626

Date: 10/16/2019
Transmitted By: Arvind Balaji
555 First Street
San Fernando, CA 91340

Project: McKinna Elementary School Reconstruction

PACKAGE NO.	REV.	DESCRIPTION	REVIEW REQUESTED BY
181 - 122116	0	Window Blinds Data and Drawing	10/23/2019

CONTENTS

Qty	Specification Reference	Rev.	Description
1	122116 - 1.04A	0	VERTICAL LOUVER BLINDS - PRODUCT DATA
1	122116 - 1.04C	0	VERTICAL LOUVER BLINDS - SHOP DRAWINGS

REMARKS

This review is only for general conformance to the project requirements. Corrections or comments made on these drawings, or the absence of corrections or comments, during the review process does not relieve Subcontractor from compliance with the requirements of the plans and specifications. Subcontractor is responsible for all dimensions and fabrication is to be confirmed based upon actual field conditions at the jobsite.

REVIEWED - READY FOR DESIGN TEAM REVIEW
 REVIEWED W/ COMMENTS - READY FOR DESIGN TEAM REVIEW
 NOT REVIEWED (FOR RECORD ONLY)

BY ABalaji **DATE** 10/16/2019

SUBMITTAL# 181-122116-0-Window Blinds Data_n_Drawing

Spec. Section	12 21 16	File No.	
Project No.	21710.00 / 75110.00.0	Subm. No.	181
PERKINS — EASTMAN			
CMC: 3194 D Airport Loop Drive, Costa Mesa CA 92677			
Corrections or comments made on the shop drawings during this review do not relieve the contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating the work with that of all other trades; and performing the work in a safe and satisfactory manner.	No Exceptions	<input type="checkbox"/>	
	Make Corrections Noted	<input checked="" type="checkbox"/>	
	Revise and Resubmit	<input type="checkbox"/>	
	Rejected	<input type="checkbox"/>	
	No Action Taken	<input type="checkbox"/>	
By Kevin Griendling, AIA			

Notes

In areas clouded, provide MechoShade Urban Shade Manual shades. Thermoveil shade fabric, model 1313 grey 5% open. Product cutsheet included in reviewed submittal at the end.

See following email for client confirmation.

Kevin Griending

From: Mario Mera <MMera@cfwinc.com>
Sent: Tuesday, November 19, 2019 3:31 PM
To: Kevin Griending
Cc: Diego Matzkin; Jennifer MacIsaac; Varun Inapuri
Subject: RE: McKinna ES - Window Shades
Attachments: 20191119144235356.pdf

Importance: High

Kevin,

We have reviewed Submittal Package No. 181-122116 "Window Blinds Data and Drawing." The proposed revisions to the original contract scope of Work are confirmed as follows:

- The replacement of vertical louver blinds with mechoshade system as you have marked-up on this submittal is acceptable.
- The removal of all vertical louver blinds located behind sliding marker boards in all classrooms is acceptable.
- The removal of all vertical louver blinds located at tinted windows of the MPR Building is acceptable.

The scope revisions included in this submittal are confirmed, please refer to the attachment for more details.

Sincerely,

Mario Mera

Senior Program Manager – Implementation Services

Caldwell, Flores, Winters, Inc.

mobile: (310) 863-2980

e-mail: mmera@cfwinc.com

CFW Los Angeles Office:

815 Colorado Blvd., Ste. 201,

Los Angeles, CA 93035

office: (323) 202-2550

CFW Oxnard Office:

1901 S. Victoria Ave., Ste. 106

Oxnard, CA 93035

office: (805) 201-0546

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Please consider the environment before printing this e-mail

From: Kevin Griendling <k.griendling@perkinseastman.com>
Sent: Monday, November 18, 2019 1:42 PM
To: Mario Mera <MMera@cfwinc.com>; Jennifer Maclsaac <jmaclsaac@cfwinc.com>
Cc: Diego Matzkin <d.matzkin@perkinseastman.com>
Subject: FW: McKinna ES - Window Shades

Mario/Jennifer,

Here is the blinds/mechoshade submittal. Please confirm the removal of the blinds where demarcated and the addition of the blinds to mechoshade where noted.

Kevin

From: Kevin Griendling
Sent: Tuesday, November 12, 2019 9:55 AM
To: mmera@cfwinc.com
Cc: Diego Matzkin <d.matzkin@perkinseastman.com>
Subject: RE: McKinna ES - Window Shades

Here is the file. Please confirm.

From: Kevin Griendling
Sent: Tuesday, November 12, 2019 9:55 AM
To: 'mmera@cfwinc.com' <mmera@cfwinc.com>
Cc: Diego Matzkin <d.matzkin@perkinseastman.com>
Subject: RE: McKinna ES - Window Shades

Mario,

Here is our submittal mark up so you can see how much we are removing. It is a significant area. My eyeball estimate is at least 65-70% of the blinds are being removed for redundancy, and we would only be putting mecho shades back in on about 15%-20%.

Best,

Kevin

From: Kevin Griendling
Sent: Tuesday, November 12, 2019 8:56 AM
To: mmera@cfwinc.com
Cc: Diego Matzkin <d.matzkin@perkinseastman.com>
Subject: McKinna ES - Window Shades

Mario,

Please confirm per our phone conversation, that you would like us to swap blinds out for a sheet shading model like MechoShade in the following locations:

- Admin entry
- LRC main room large windows
- MPR queueing line area

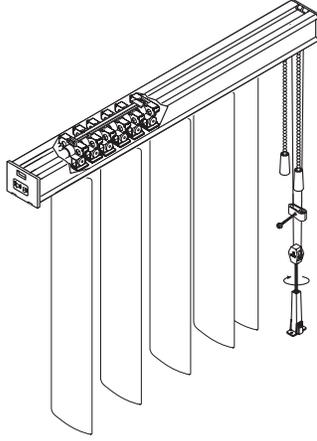
We believe in each of these high traffic and exposed areas it would be the right decision to switch to a roll up shade model to avoid issues with wear and tear.

Thanks,

Kevin

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Product Features



- 1½" x 1¼" roll-formed steel headrail
- Wheeled carriers
- Centered carrier stems
- Clear non-yellowing stems
- #6 nickel plated steel rotation chain
- One Touch® wand control option
- Ten-year headrail warranty

Cord and Chain operation

Product Specifications

Headrail shall be roll-formed, phosphate-treated steel with a baked enamel finish in Ivory Gloss. Headrail shall measure 1½" wide x 1¼" high x .027" thick.

Carriers shall be made of molded nylon on traversing wheels and centrally located, making the headrail reversible. Detachable stems shall be clear, non-yellowing, Uv-stabilized nylon and are impact-resistant. Carriers and stems shall be replaceable without demounting the headrail.

Rotation control shall consist of #6 nickel-plated steel bead chain and a rack-and-pinion gear system, providing 180° direct rotation. The pinion rod shall be extruded aluminum 0.30" diameter.

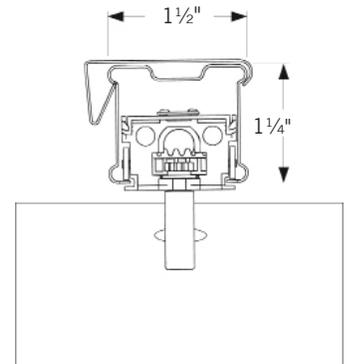
Traversing control shall be a nylon strap system. Traverse cord is #3 braided polyester with a fiberglass core, 0.094" diameter and is equipped with a tension device and cord clip. The cord clip is placed above the tension device to prevent a hazardous cord loop. The cord clip should be properly anchored to the wall or window jamb in accordance with installation instructions and consistent with requirements of the American National Standard for Window Covering Safety **ANSI-WCMA A100.1**.

Installation brackets shall be made of zinc-plated, heat-treated steel and provided for overhead, wall or ceiling installation per the contract documents.

Louvers shall be selected from the Graber® line of PVC offerings in 2" or 3½" widths and/or fire-rated fabrics in 3½" widths. FR certifications are available upon request.

Options:

- One Touch® wand control
- Valance
- Bottom chain
- Extension brackets
- Bay window application



Installation Instructions

Thank you for choosing Springs Window Fashions. Your shade has been custom-sized based on your specifications with the highest standards of quality and craftsmanship.

Follow the easy step-by-step instructions to install your shade. Should you need additional support, please feel free to call our Customer Service Center at 1-800-221-6352 or email us at windowfashions@springwindowfashions.com. We will be glad to help you.

Gracias por elegir Springs Window Fashions. Su persiana se ha confeccionado a la medida según sus especificaciones y con los estándares más altos de calidad y fabricación.

Siga las sencillas instrucciones detalladas para instalar su persiana. Si necesita asistencia adicional, comuníquese con nuestro Centro de servicio al cliente al 1-800-221-6352 o por correo electrónico a windowfashions@springwindowfashions.com. Será un gusto poder ayudarle.

Merci d'avoir choisi Springs Window Fashions. Votre store a été taillé sur mesure selon vos spécifications avec les normes les plus élevées de qualité et de fabrication.

Suivez les directives étape par étape faciles pour installer votre store. Si vous avez besoin d'aide supplémentaire, n'hésitez pas à communiquer avec notre centre de service à la clientèle au 1-800-221-6352 ou envoyez-nous un e-mail à windowfashions@springwindowfashions.com. Nous serons heureux de vous aider.

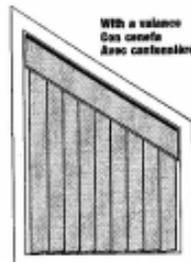


HOW TO INSTALL CÓMO INSTALAR COMMENT INSTALLER

Inside or ceiling mount angled vertical blinds with or without a valance G71
Persiana vertical con tiras de tela y/o plástico angular con o sin cenefa G71
Stores verticaux d'angle avec ou sans cantonnière G71



Finished looks
Apariencia final
Aspects finis

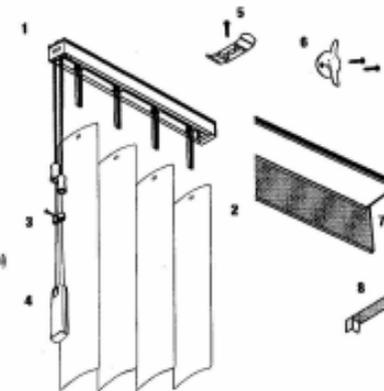


SPRINGS WINDOW FASHIONS
the Best Experience Company

1

Everything needed to install your blind
Todo lo necesario para instalar la persiana
Tout ce qu'il faut pour la pose de store

- 1 Headrail
- 2 L covers
- 3 Cord guide
- 4 Cord weight
- 5 Headrail clip
- 6 Cord chest
- 7 Standard valance (optional)
- 8 Double sided tape (optional)



- 1 Cabecíl
 - 2 Tiras
 - 3 Guía de cordón
 - 4 Testador de cordón
 - 5 Gancho de riel superior
 - 6 Grupo de cuerda
 - 7 Cenefa estándar (opcional)
 - 8 Cinta adhesiva de doble lado (opcional)
- 1 Boîtier
 - 2 Poutres
 - 3 Guide de cordon
 - 4 Poids du cordon
 - 5 Attache de cantonnière
 - 6 Taquet du cordon
 - 7 Cantonnière standard (optionnel)
 - 8 Ruban adhésif double face (optionnel)

Bracket chart Tabla de soportes Tableaux des supports

Ordered width Ancho ordenado Largeur commandée	Bracket quantity Cantidad de soportes Quantité de boîtes
3" to 12" / 7.62" to 30.48" en largo / 193.0 mm to 762.0 mm en larges / 193.0 mm to 762.0 mm	2
12 1/2" to 12" / 317.5 mm to 304.8 mm en largo / 8063.0 mm to 7620.0 mm en larges / 8063.0 mm to 7620.0 mm	3
> 12 1/2" to 12" / 317.5 mm to 304.8 mm en largo / 8063.0 mm to 7620.0 mm en larges / 8063.0 mm to 7620.0 mm	4
> 12 1/2" to 12" / 317.5 mm to 304.8 mm en largo / 8063.0 mm to 7620.0 mm en larges / 8063.0 mm to 7620.0 mm	5

Tools needed • Herramientas necesarias • Outils nécessaires

Heavy duty scissors or tin snips
Tijeras de trabajo pesado
o de hojalatero
Gros ciseaux
ou cisailles



1/8" drill bit
Broca de 1.6 mm
Mèche de 1.6 mm

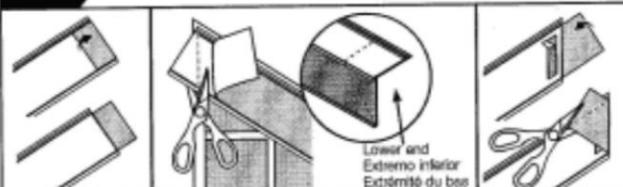


76137-02 (R/12)

NOTE: If no valance, skip to step 6 optional
NOTA: Si no lleva cenefa, salte al paso 6 opcional
NOTA: En l'absence de cantonnière, passer directement à l'étape 6 optionnelle

2

Miter valance ends parallel to window edge
Corte el extremo de la cenefa de tela en un ángulo paralelo al borde de la ventana
La cantonnière en tissu à onglets s'arrête parallèle au bord de la fenêtre



Untape cloth from valance. Miter valance ends parallel to window edge. Use double sided tape to adhere cloth to valance.

Quite la cinta adhesiva de la cenefa. Corte el extremo de la cenefa en un ángulo paralelo al borde de la ventana.

Enlever le tissu de la cantonnière. La cantonnière à onglets s'arrête parallèle au bord de la fenêtre. Utilisez le ruban adhésif double face pour faire tenir le tissu sur la cantonnière.

O R • O • O U

Miter valance ends parallel to window edge
Corte el extremo de la cenefa en un ángulo paralelo al borde de la ventana
La cantonnière à onglets s'arrête parallèle au bord de la fenêtre



3

Mark valance depth
Marque el ancho y la profundidad de la cenefa
Marquer la largeur et la profondeur de la cantonnière



Hold valance up, centered over door or window. Mark **at least 1 1/2"** from back. For flush headrail mount, mark 1 1/2" from front. For flush louver mount, mark 2 1/2" from front.

Sostenga la cenefa hacia arriba, centrada sobre la puerta o ventana. Marque **por lo menos 3.5 cm** desde la parte de atrás. Para montar al cabezal a ras, marque 4.1 cm desde el frente. Para un montaje de la tira a ras, marque 6 cm desde el frente.

Tenir la cantonnière centrée au-dessus de la porte ou de la fenêtre. Marquer **au moins 3.5 cm** de l'arrière. Pour une installation au ras du mur du boîtier, marquer 4.1 cm depuis l'avant. Pour une installation au ras du mur d'une persienne, marquer 6 cm depuis l'avant.

4

Mark drill hole locations on dust cover valance
Marque la ubicación de los agujeros para perforar en la cubierta de polvo de la cenefa.

Marquer l'emplacement des trous de forage sur la cantonnière du cache-poussière



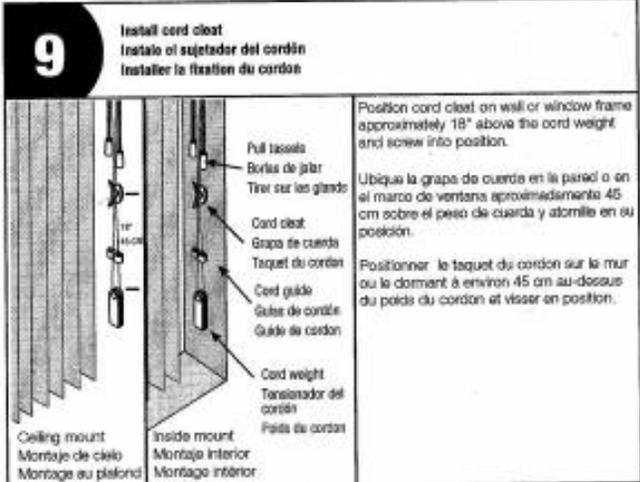
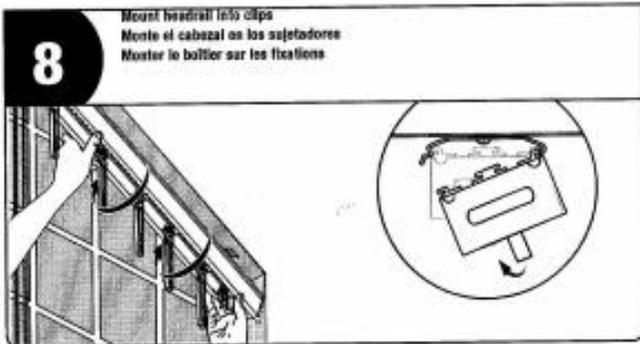
Measure in 4" from each end of the valance, mark a drill hole for each clip 1/8" from back edge of dust cover. Space additional marks equally.

Mida 10.2 cm desde cada extremo de la cenefa, marque para perforar un agujero para cada sujetador a 16 mm desde el borde trasero de la cubierta de polvo. Haga las marcas adicionales espaciadas a distancias iguales.

Mesurer 10.2 cm depuis chacune des extrémités de la cantonnière, marquer un emplacement de perçage pour chaque fixation à 16 mm du bord postérieur du cache-poussière. Faire les autres marques à intervalle régulier.

SPRINGS WINDOW FASHIONS
 the Best Experience Company

78137-02 (8/12)





→ **Cleaning and care**
Cuidado y limpieza
Soins et nettoyage

Vinyl Louvers: Dust or vacuum with an upholstery attachment. For soil removal, sponge with a mild detergent and warm water solution and blot dry. Louvers may be removed and immersed in water. Also, if a thin film of mild detergent is left on louvers, it will eliminate static electricity.

Fabric Louvers: Dust or vacuum with an upholstery attachment. For soil removal, sponge with a mild detergent and warm water solution (or dry fabric cleaner) and blot dry. Do not immerse in water or dry clean.

Tiras de Vinilo: Sacuda el polvo o aspira con un adaptador para tapicería. Para remover la tierra, utilice una esponja con un detergente suave y una solución de agua tibia y seque las manchas. Las tiras deben ser removidas e introducidas en agua. También si se deja una fina capa de detergente en las tiras, ello eliminará la electricidad estática.

Tiras de tela: Sacuda el polvo o aspira con un adaptador para tapicería. Para remover la tierra, utilice una esponja con un detergente suave y una solución de agua tibia (o un limpiador de telas en seco) y seque las manchas. No las meta en agua ni use sustancias químicas del tipo limpiador en seco.

Persiennes en vinyle: épousseter ou passer l'aspirateur avec une brosse. Pour nettoyer, passer une éponge avec un détergent non abrasif dilué dans de l'eau et éponger légèrement. Les persiennes peuvent être démontées et immergées dans de l'eau. De plus, si un léger film de détergent est laissé sur les persiennes, il éliminera l'électricité statique.

Persiennes en tissu: épousseter ou passer l'aspirateur avec une brosse. Pour nettoyer, passer une éponge avec un détergent non abrasif dilué dans de l'eau chaude (ou du produit de nettoyage à sec) et éponger légèrement. Ne pas immerger dans de l'eau ni faire nettoyer à sec.

LIMITED WARRANTY

Springs Window Fashions, LLC ("SWF") provides the following warranties on its Bali®, Graber® and SWFcontract™ products:

TYPE OF WARRANTY

Limited lifetime warranty on all Bali®, Graber® and SWFcontract™ products sold by SWF or by an authorized dealer, other than the products listed below, which have the limited warranty periods as indicated:

2" vinyl and acrylic slats	Three years
Drapery hardware	Three years
FashionPleat pleated shade fabrics	Three years
Vertical louvers (vanes)	Three years
Exterior solar shade products	Five years
Motorization components & accessories (batteries not included)	Five years
Wood and faux wood slats (including composites)	Five years

WHAT IS COVERED

Products are warranted against original defects in materials or workmanship during the specified warranty period.

WHAT IS NOT COVERED

This Limited Warranty does not cover:

- Conditions or damage caused by abuse, accidents, alterations, misuse or failure to follow instructions for measurement, installation, use, cleaning or maintenance, including those instructions found at the end of this Limited Warranty.
- Normal wear and tear, including but not limited to fading or yellowing over the lifetime of the product, deterioration when exposed to sunlight for prolonged periods of time, and cord failure as a result of wearing out over time.
- Variations in colors from lot to lot (colors may not exactly match samples or previously purchased products).
- Products that are unusable by reason of mis-measurement or installation not in accordance with the instructions provided by SWF.
- For all products other than exterior solar shades, damage resulting from non-interior applications, exposure to outdoor elements, or extremely high humidity environments.

WHO IS COVERED

This Limited Warranty extends only to the original purchaser.

SWF's OBLIGATIONS

SWF's obligations under this Limited Warranty are limited to the repair or replacement of defective parts or products. SWF is not responsible for shipping costs or labor costs associated with measuring, removing or reinstalling products. Repairs or replacements under this Limited Warranty will be made with like or similar parts.

LIMITATION OF DAMAGES / DISCLAIMER OF WARRANTIES

THIS LIMITED WARRANTY DOES NOT COVER, AND IS INTENDED TO EXCLUDE, ANY AND ALL LIABILITY OF SWF, WHETHER UNDER THIS LIMITED WARRANTY OR UNDER ANY WARRANTY IMPLIED BY LAW, FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES. EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, SWF HEREBY DISCLAIMS ALL WARRANTIES TO THE EXTENT PERMITTED BY LAW. ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE, TO THE EXTENT PERMITTED BY LAW, LIMITED IN DURATION TO FIVE (5) YEARS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the foregoing limitation or exclusion may not apply to you. This Limited Warranty gives specific legal rights, and you may also have other rights that vary from state to state. No person is authorized to extend or alter this Limited Warranty.

WARRANTY SERVICE

To obtain warranty service, contact the dealer from whom the product was purchased. The dealer will work with SWF to arrange for inspection of the product and warranty service as appropriate.

Warranty claims must be accompanied by the original sales information as well as relevant details regarding the claim, including the nature of the problem, the location of the product, cleaning/maintenance history, etc.

CLEANING AND MAINTENANCE INSTRUCTIONS

Aluminum, Vinyl, and Faux Wood Horizontal Blinds, Faux Wood Shutters, and Pleated Shades may be cleaned with mild soap and water only.

Roller shade fabric may be cleaned by regular dusting or vacuuming with a soft brush attachment. For stained shades, sponge the fabric with a mild detergent and thoroughly rinse. Allow the shade to dry completely before raising. Do NOT completely immerse the fabric. If commercial spot cleaners are used, they must first be tested and allowed to dry on an inconspicuous area, to ensure compatibility.

Solar shade fabric may be cleaned by occasional vacuuming. For stained shades, brush the fabric with a mild detergent and thoroughly rinse. Allow the shade to dry completely before raising. Do NOT completely immerse the fabric. If commercial spot cleaners or diluted bleach mixtures are used, they must first be tested and allowed to dry on an inconspicuous area, to ensure compatibility.

Vertical fabric louvers may be cleaned with regular dusting or vacuuming with a soft brush attachment. Vertical vinyl louvers may be cleaned by using mild detergent and warm water.

Wood blinds may be cleaned by occasional light vacuuming with a brush attachment. More severe soiling can be removed from painted wood blinds by using a soft cloth. Stained wood blinds can be treated with a soft cloth and lemon oil or other wood preservatives.

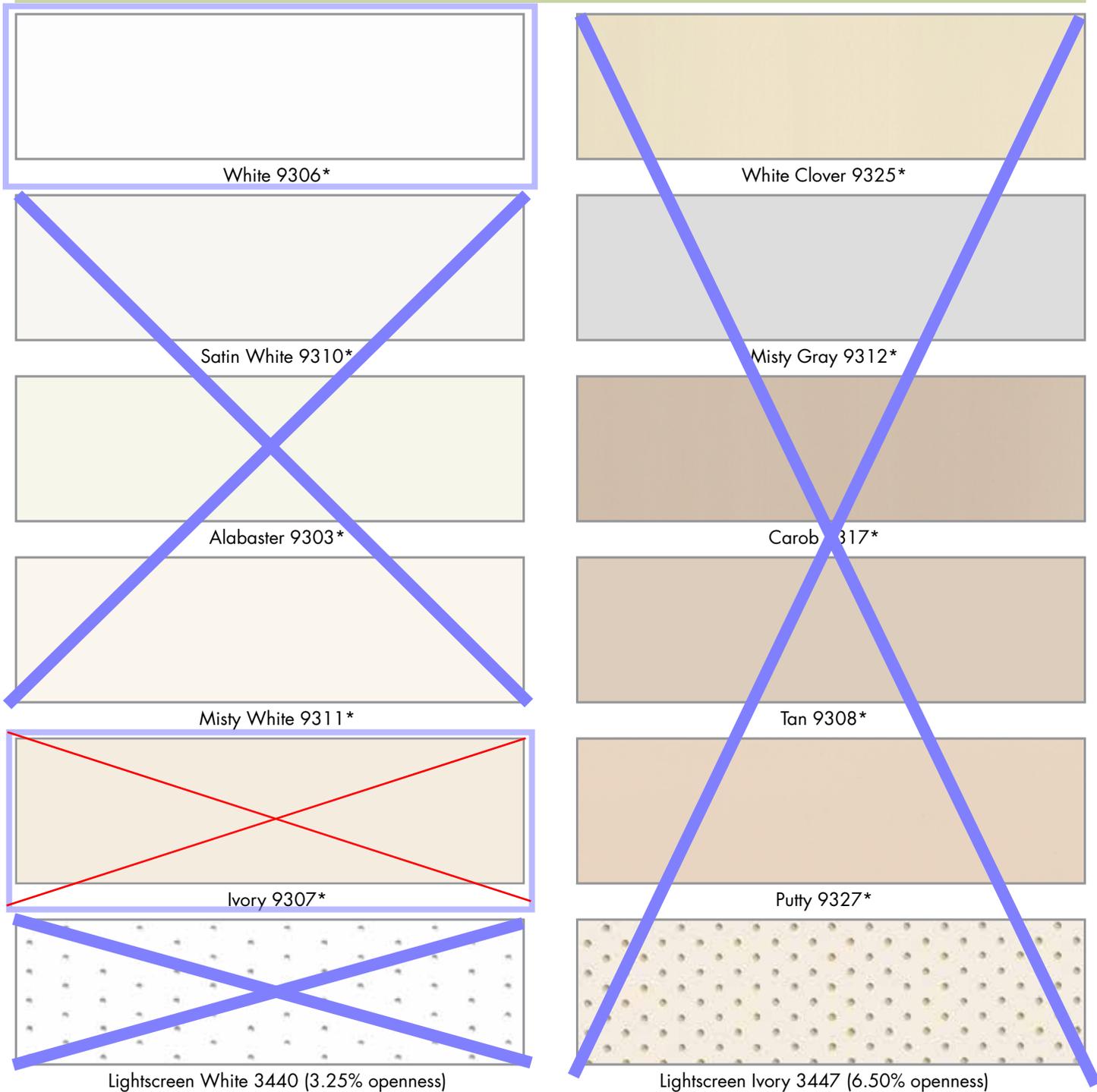
Wood shutters may be cleaned by occasional light vacuuming with a brush attachment. For minor soiled areas, clean with warm water using a clean cotton cloth. Dry with a second clean cotton cloth. For more severe soiling, use a mild detergent diluted to a 5% solution with room temperature water. Clean with a cotton cloth. Wipe area with clear water to remove any detergent residue and dry with cotton cloth.

Cellular shade fabric may be cleaned by regular dusting or vacuuming with a soft brush attachment. For soil removal, sponge the fabric with a mild detergent and warm water solution and blot dry. If deeper cleaning is desired, ultrasonic or injection/extraction cleaning may be done by a professional blind cleaner.

Professional blind cleaners use a variety of methods to clean blinds and vary in their capabilities. While Springs Window Fashions knows that many of our window treatments can be safely cleaned using the appropriate ultrasonic or injection/extraction cleaning methods, we cannot guarantee the outcome of any cleaning services provided by an independent company. For assistance in locating a certified blind cleaner that serves your area, visit www.blindcleaners.net.

Do not use cleaning methods involving heat, bleach, abrasives, or solvents. Use of these methods will void the warranty.

Crown

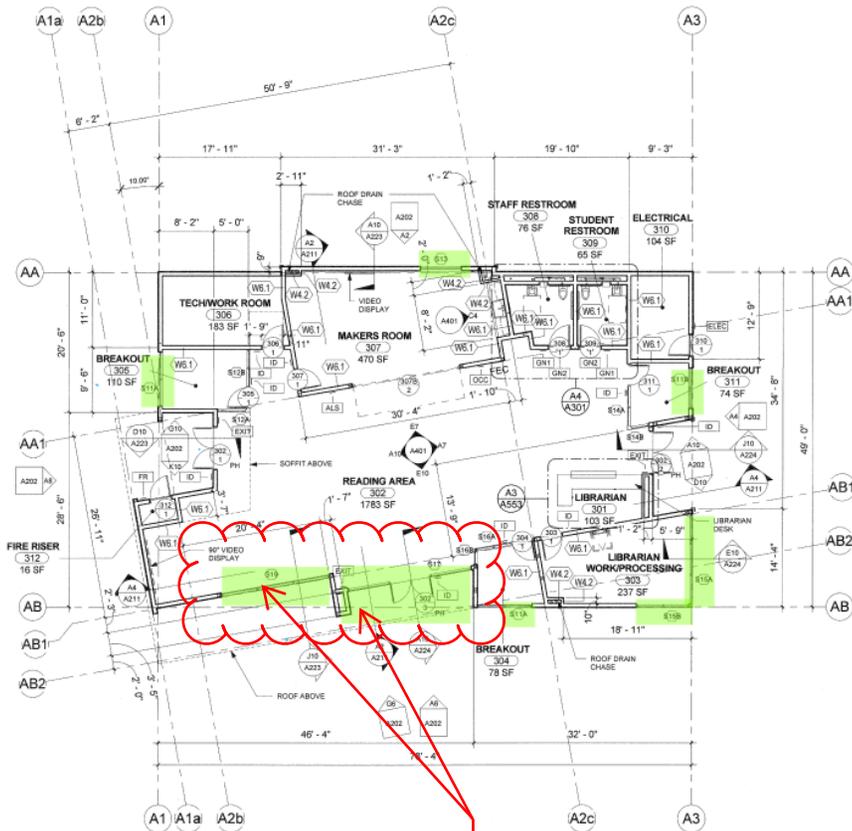


	White	Satin White	Alabaster	Misty White	Ivory	White Clover	Misty Gray	Carob	Tan	Putty
Crown (Neutral Streetside)	9306	9310	9303	9311	9307	9325	9312	9317	9308	9327
Standard Crown			3303		3307					
Econo Crown	3356		3353		3357		3352		3358	
2" Vertical Crown	3736				3737					
Flat PVC	9036		3033		3037					
Lightscreen (perforated PVC)	3446				3447					
Channel Panel	7136				7137					
2" Horizontal Vinyl	3205	3075	3112	3232	3325	3010	3050	3005	3093	3067

PVC passes NFPA 701 testing
 *Also available in 2" Horizontal Designer Vinyl

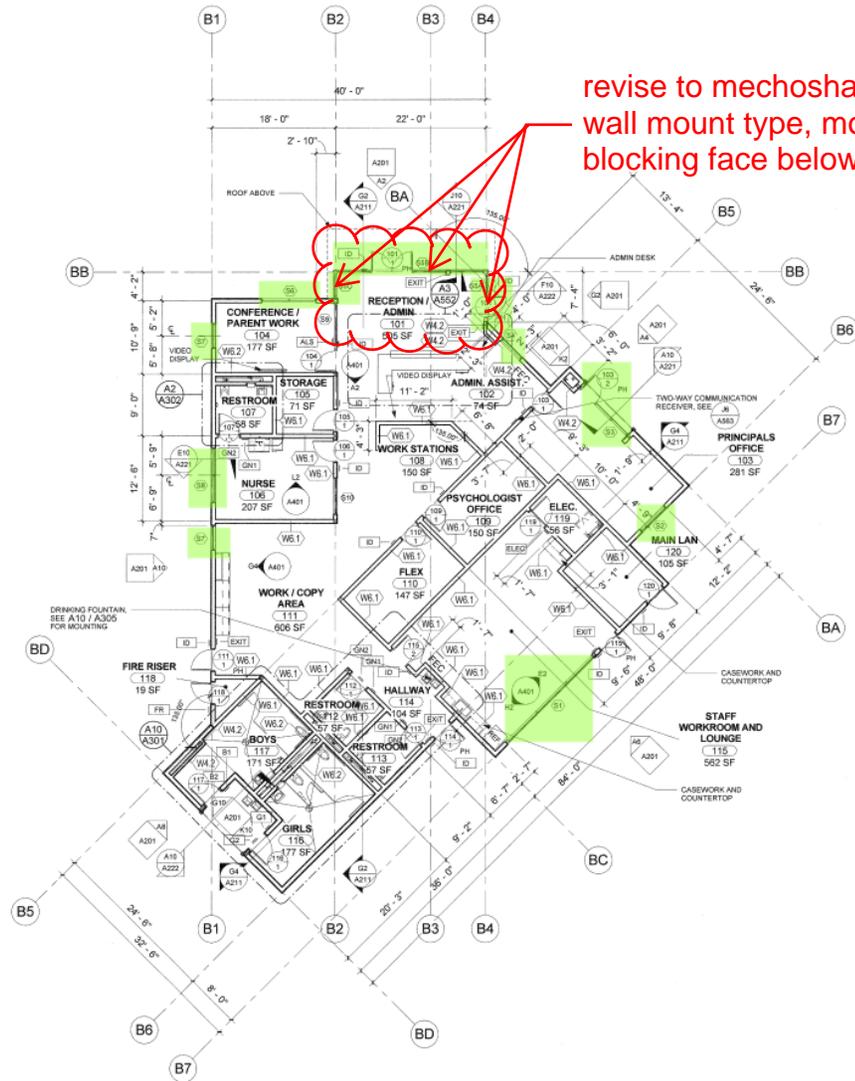
Shop Drawings

Window Blind Placement



revise to mechoshade system
fix to wall above

No blinds required in the
clerestory windows above per
OAC meeting discussion
11/14/19

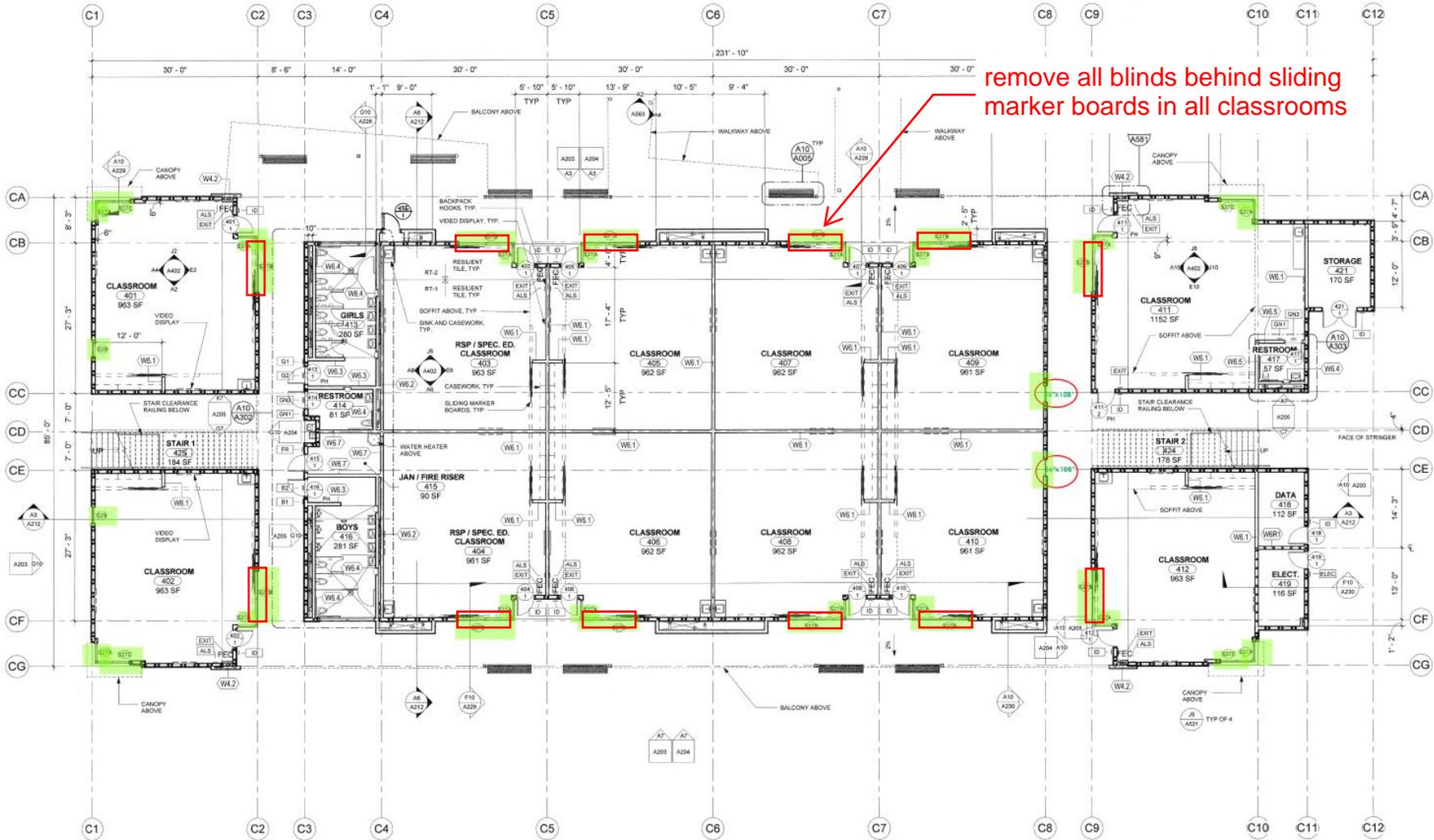


revise to mechoshade system
wall mount type, mount on
blocking face below glu-lams



Shop Drawings

Window Blind Placement



remove all blinds behind sliding marker boards in all classrooms



Shop Drawings

Window Blind Placement

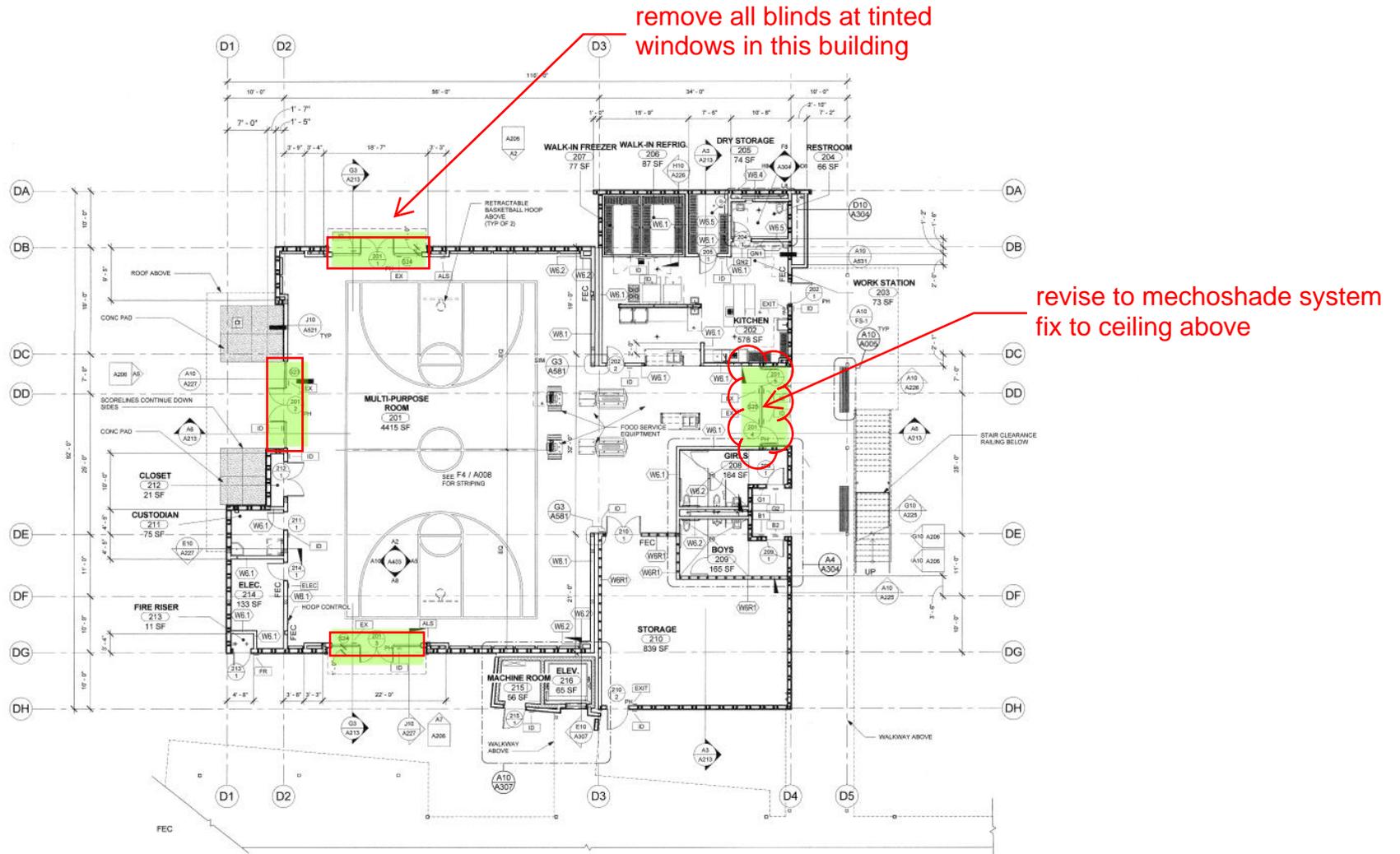


remove all blinds behind sliding marker boards in all classrooms



Shop Drawings

Window Blind Placement

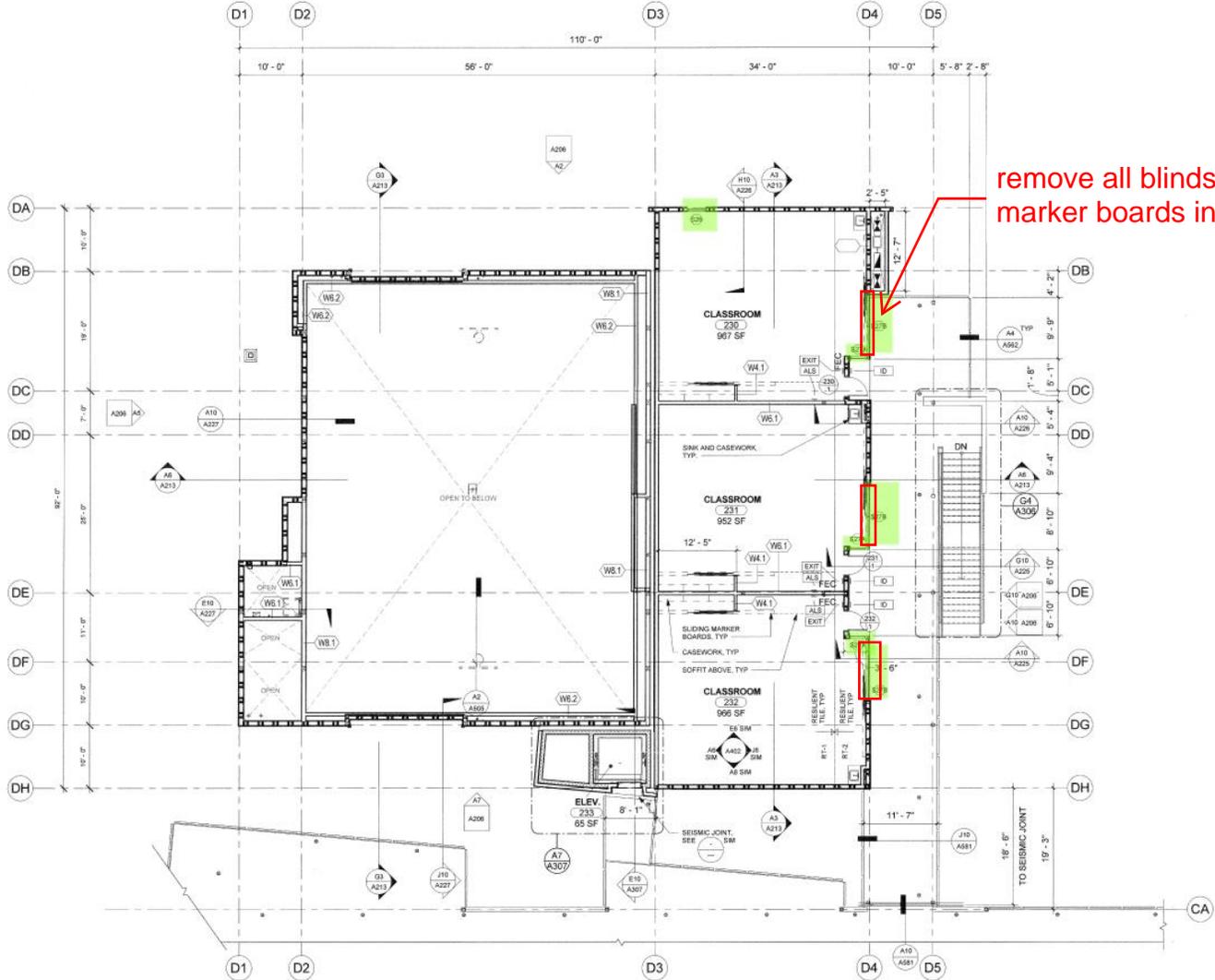


ASSISTIVE LISTENING SYSTEM CALCULATION:
PER 2016 CBC SECTION 11B-219.3
PLANNED SEATING CAPACITY: 260 x 4% (04) = 10.4 OR 11 RECEIVERS REQUIRED



Shop Drawings

Window Blind Placement



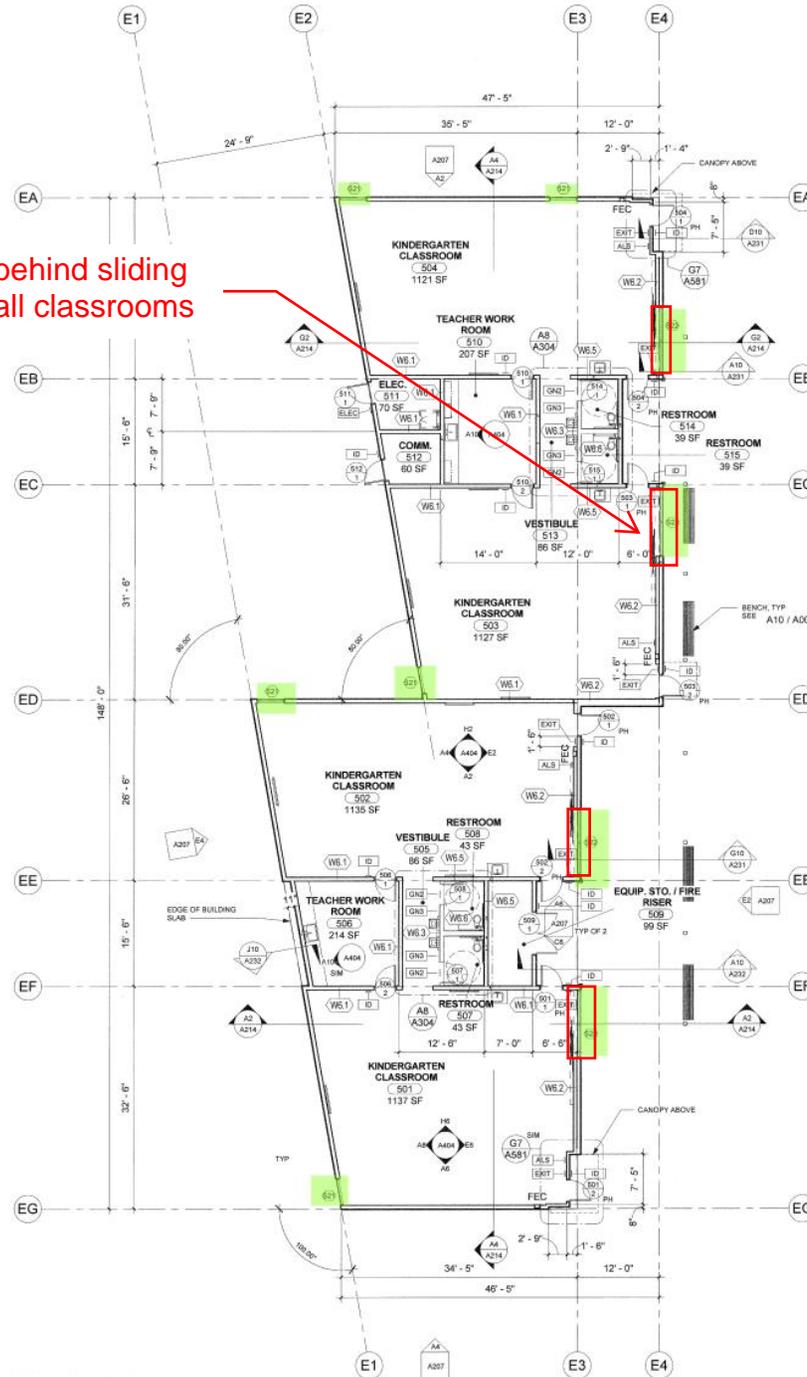
remove all blinds behind sliding marker boards in all classrooms



Shop Drawings

 Window Blind Placement

remove all blinds behind sliding marker boards in all classrooms



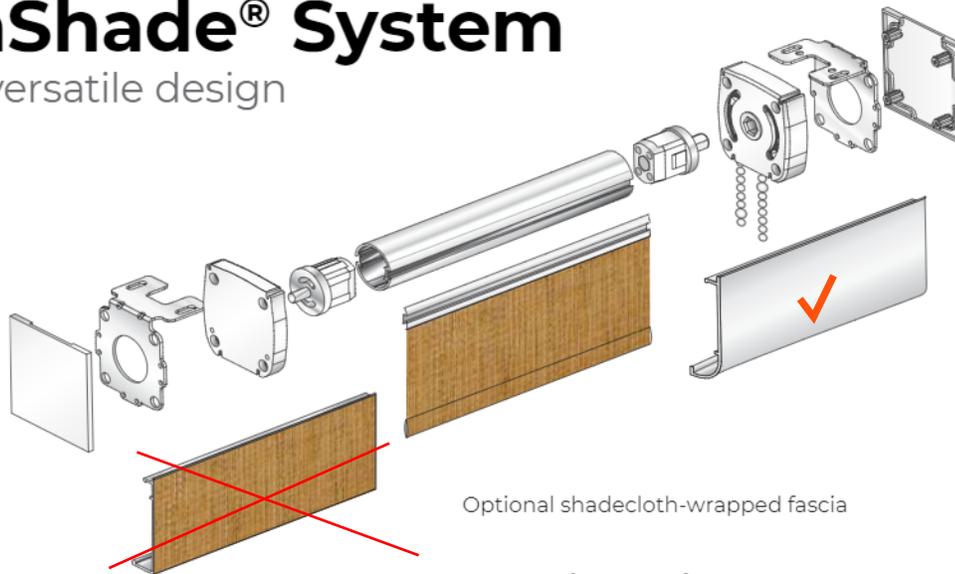
Window Schedule

**Field Measurements will be used for productions

Qty	Room	Mark	Brand	Type	Fabric	Color	Width	Length	SF	LF
vert blinds at exterior windows, transoms, & sidelights										
3	bldg 1	S1	Springs WF	Manual	2" PVC	tbd	70	110	160	18
1	bldg 1	S2	Springs WF	Manual	2" PVC	tbd	60	62	26	5
1	bldg 1	S3	Springs WF	Manual	2" PVC	tbd	78	86	47	7
1	bldg 1	S4	Springs WF	Manual	2" PVC	tbd	48	62	21	4
1	bldg 1	S5A	Springs WF	Manual	2" PVC	tbd	41	87	25	3
1	bldg 1	S5A	Springs WF	Manual	2" PVC	tbd	78	81	44	7
1	bldg 1	S5B	Springs WF	Manual	2" PVC	tbd	60	81	34	5
1	bldg 1	S5B	Springs WF	Manual	2" PVC	tbd	60	87	36	5
2	bldg 1	S5B	Springs WF	Manual	2" PVC	tbd	96	81	108	16
2	bldg 1	S5B	Springs WF	Manual	2" PVC	tbd	57	87	69	10
1	bldg 1	S5C	Springs WF	Manual	2" PVC	tbd	41	57	16	3
1	bldg 1	S5C	Springs WF	Manual	2" PVC	tbd	41	81	23	3
1	bldg 1	S6	Springs WF	Manual	2" PVC	tbd	96	110	73	8
2	bldg 1	S7	Springs WF	Manual	2" PVC	tbd	44	62	38	7
1	bldg 1	S8	Springs WF	Manual	2" PVC	tbd	96	62	41	8
2	bldg 3	S11A	Springs WF	Manual	2" PVC	tbd	96	110	147	16
3	bldg 3	S15B	Springs WF	Manual	2" PVC	tbd	55	110	126	14
1	bldg 3	S15A	Springs WF	Manual	2" PVC	tbd	99	110	76	8
1	bldg 3	S11B	Springs WF	Manual	2" PVC	tbd	72	110	55	6
1	bldg 3	S13	Springs WF	Manual	2" PVC	tbd	72	110	55	6
3	bldg 3	S19	Springs WF	Manual	2" PVC	tbd	64	110	147	16
2	bldg 3	S17	Springs WF	Manual	2" PVC	tbd	73	110	112	12
1	bldg 3	S17	Springs WF	Manual	2" PVC	tbd	74	25	13	6
2	bldg 4	S29	Springs WF	Manual	2" PVC	tbd	36	114	57	6
32	bldg 4	S27A	Springs WF	Manual	2" PVC	tbd	37	108	888	99
24	bldg 4	S27B	Springs WF	Manual	2" PVC	tbd	120	108	2160	240
8	bldg 4	S27C	Springs WF	Manual	2" PVC	tbd	75	108	450	50
4	bldg 4	S27C	Springs WF	Manual	2" PVC	tbd	36	108	108	12
2	bldg 4	S30	Springs WF	Manual	2" PVC	tbd	36	118	59	6
4	bldg 2	S24	Springs WF	Manual	2" PVC	tbd	59	120	197	20
2	bldg 2	S24	Springs WF	Manual	2" PVC	tbd	74	35	36	12
2	bldg 2	S23	Springs WF	Manual	2" PVC	tbd	56	48	37	9
2	bldg 2	S23	Springs WF	Manual	2" PVC	tbd	56	120	93	9
1	bldg 2	S23	Springs WF	Manual	2" PVC	tbd	74	23	12	6
1	bldg 2	S23	Springs WF	Manual	2" PVC	tbd	74	48	25	6
2	bldg 2	S25	Springs WF	Manual	2" PVC	tbd	39	24	13	7
1	bldg 2	S25	Springs WF	Manual	2" PVC	tbd	86	108	65	7
3	bldg 2	S27A	Springs WF	Manual	2" PVC	tbd	37	108	83	9
3	bldg 2	S27B	Springs WF	Manual	2" PVC	tbd	120	108	270	30
1	bldg 2	S26	Springs WF	Manual	2" PVC	tbd	36	108	27	3
5	bldg 5	S21	Springs WF	Manual	2" PVC	tbd	48	110	183	20
4	bldg 5	S22	Springs WF	Manual	2" PVC	tbd	120	110	367	40
137									6620	785

UrbanShade® System

Compact, versatile design



Optional shadecloth-wrapped fascia

Models

- Manual—smooth operation with a continuous bead chain
- Motorized—battery-powered with RTS wireless remote control
- Motorized—low voltage with wireless RTS dry-contact or RS485 network motors

Economical

- Cost effective—competitively priced

Reliability

- Sturdy—heavy-duty steel support brackets with ultra-durable composite housing
- Powerful—allows for shades up to 10 ft. (305cm) high
- Reliable—ten-year non-depreciating warranty

Design attributes

- Versatile—integrated, interchangeable components
- Flexible—universal mounting brackets for easy on-site reconfiguration
- Compact—small edge clearance to reduce light leaks
- Sleek—refined, unobtrusive profile

Easy installation

- Innovative—universal mounting brackets (wall, ceiling, or jamb)
- Adaptable—interchangeable left- and right-drive brackets
- Efficient—optional prefabricated cassette for fast installation
- Manageable—SnapLoc® mini-spline enables easy shadecloth removal and maintenance

Controls

- Simple—manual hand-operated continuous bead chain
- Interoperative—optional wireless RF/RTS or hard-wired low-voltage control
- Direct—optional dry-contact daisy-chained switch control
- Network—optional RS485 network control using MechoNet De Hub

Options

- Decorative—SnapLoc fascia as square or radius, continuous or captured, and baked-enamel finish or shadecloth-wrapped
- Room darkening—side and sill channels
- Functional—Lift-Assist Mechanism (LAM) for heavy manual shades



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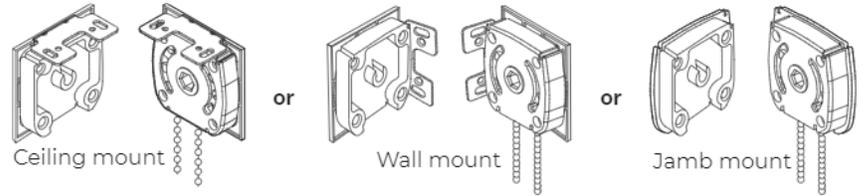
UrbanShade® System

Manual UrbanShade System

Standard shade prices include:

One pair of universal UrbanShade brackets, chain, chain retainer, shadecloth with shadecloth-covered hem bar, SnapLoc spline, and a 1.25 in. (3.18cm) or 1.375 in. (3.5cm) SnapLoc tube. Shadecloths that are railroaded are turned width for height.

Universal mounting

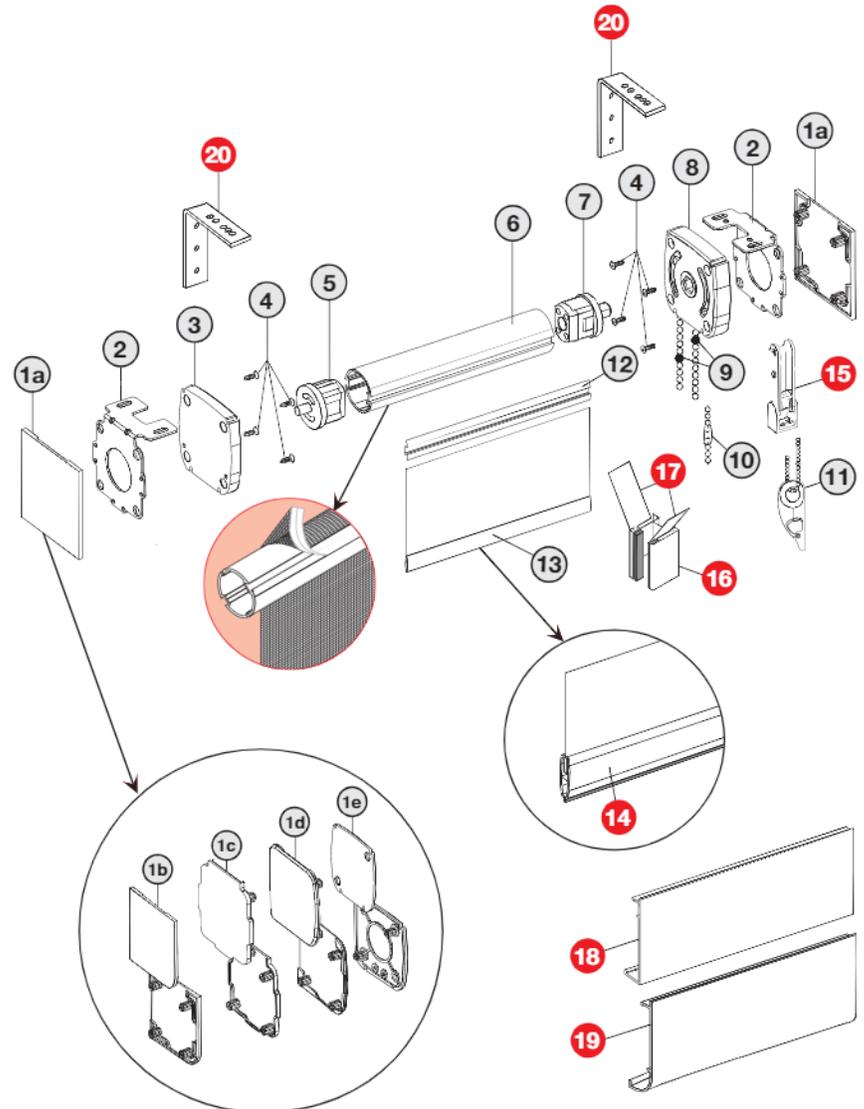


Manual UrbanShade System exploded view

Standard components

End Plate options:

- 1a Square Fascia Captured End Plate
- 1b Round Fascia Captured End Plate
- 1c Universal Continuous Backplate (square or round fascia)
- 1d No-Fascia Backplate
- 1e Universal Jamb-Mount Continuous End Plate (Square or Round Fascia)
- 2 Concealed Steel Mounting Plate
- 3 Idle-End Housing
- 4 Screws
- 5 Idle-End Tube Plug or LAM, if required (not shown)
- 6 SnapLoc Tube
- 7 Drive-End Tube Plug
- 8 Drive-End Housing for manual shades
- 9 Upper and Lower Bead Chain Stops for manual shades
- 10 Bead Chain Connector
- 11 Chain retainer
- 12 SnapLoc Mini-Spline
- 13 Standard Light-Seal Hem Bar



Optional accessories

- 14 Exposed Hem Bar with Light Seal
- 15 Spring-Loaded Tension Pulley Chain Retainer for manual shades
- 16 Room-Darkening Side Channel (single)
- 17 Room-Darkening Shadecloth Guides (pair)
- 18 SnapLoc Regular-Roll Fascia—square
- 19 SnapLoc Regular-Roll Fascia—radius
- 20 Wall-Mount Extension Bracket



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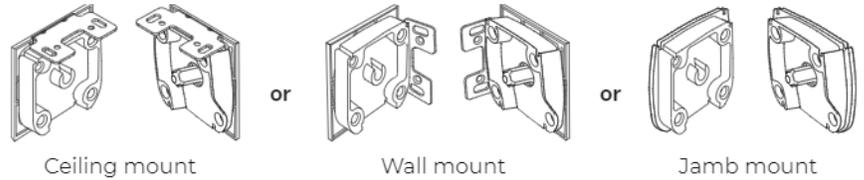
UrbanShade® System

Motorized UrbanShade System

Standard shade prices include:

One pair of universal UrbanShade brackets, shadecloth with shadecloth-covered hem bar, battery-powered motor, battery pack, SnapLoc spline, and a 1.375 in. (3.5cm) SnapLoc tube. Railroaded shadecloths are turned width for height.

Universal mounting



Standard components

End Plate options:

- 1a Square Fascia Captured End Plate
- Round Fascia Captured End Plate
- 1b Universal Continuous Backplate—square or round fascia
- 1c No-Fascia Backplate
- 1d Universal Jamb-Mount Continuous End Plate—square or round fascia
- 2 Concealed Steel Mounting Plate
- 3 Idle-End Housing
- 4 Screws
- 5 Idle-End Tube Plug
- 6 SnapLoc Tube
- 7 SnapLoc Mini-Spline
- 8 Hem Bar—standard shadecloth-covered

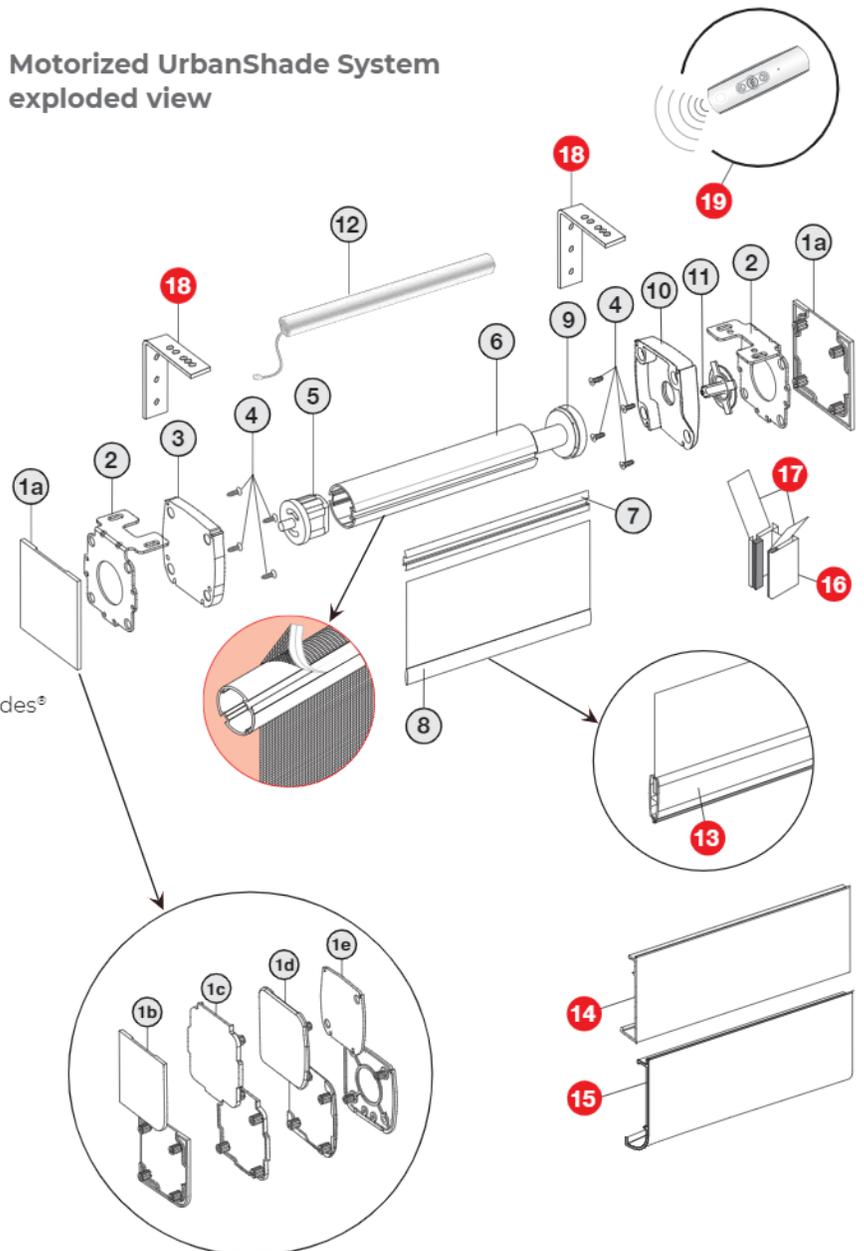
Standard motorized components

- 9 24V Motor
- 10 Drive-End Housing for motorized ElectroShades®
- 11 Motor Spindle
- 12 Battery Pack

Optional accessories

- 13 Exposed Hem Bar with Light Seal
- 14 SnapLoc Regular-Roll Fascia—square
- 15 SnapLoc Regular-Roll Fascia—radius
- 16 Room-Darkening Side Channel—single
- 17 Room-Darkening shadecloth Guides—pair
- 18 Wall-Mount Extension Bracket
- 19 RTS Wireless Remote

Motorized UrbanShade System exploded view



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UrbanShade® System

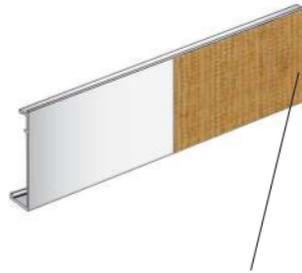
Fascia and specifications

Fascia colors:

- White (WH).
- Colonial White (CW).
- Alabaster (AL).
- Clear Anodized (CA).
- Grey (GR).
- Quaker Bronze (QB).
- Black (BK).

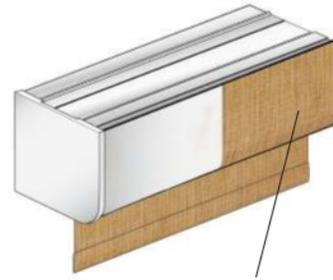
(Shadecloth-wrapped fascia will match shadecloth color, however shadecloth-wrapped end caps are not available)

Square fascia



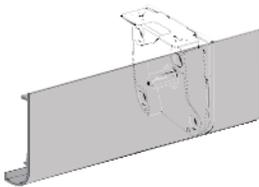
Optional shadecloth-wrapped

Radius fascia

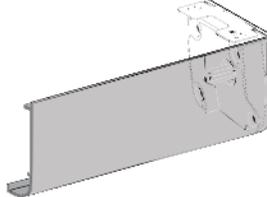


Optional shadecloth-wrapped
(Optional cassette model shown)

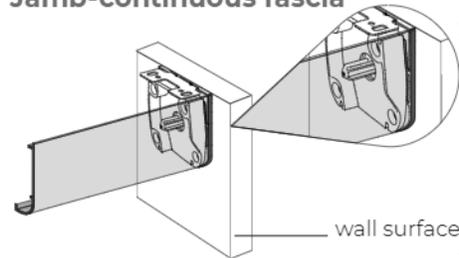
Continuous fascia



Captured fascia



Jamb-continuous fascia



Specifications

Dimensions: mounting brackets	• 2.75 in. (7cm) deep x 2.75 in. (7cm) high	
Mounting	• Wall, ceiling, or jamb mount; reconfigurable on-site; truly universal	
Bracket description	• Heavy-duty, zinc-plated, steel-encased in a high-impact, decorative matte-finish composite housing	
Roll-up diameter (RUD)	• 2.48 in. (63mm) allows shades of up to 10 ft. (305cm) or higher	
Edge Clearances	Manual: • Drive end 0.875 in. (22.2mm) • Idle end 0.688 in. (17.5mm)	Motorized: • Drive end 0.75 in. (19mm) • Idle end 0.688 in. (17.5mm)
Hardware options	• Continuous or captured end caps • Lift-Assist Mechanism (LAM) • Room-Darkening Side and Sill Channels	• Standard Shadecloth-Covered Hem Bar • Optional Universal Exposed Hem Bar
Bracket color options	• White, Grey, or Black	
Fascia profiles	• Square or radius, continuous or captured end plates, baked-enamel finish or shadecloth-wrapped	
Fascia color options	• White (WH), Clear Anodized (CA), Grey (GR), Quaker Bronze (QB), Black (BK), Colonial White (CW), Alabaster (AL)	
Lift capacity (manual shade)	• 11 lbs. (5kg) of shadecloth with Lift-Assist Mechanism (LAM)	
Maximum width, single band	• 96 in. (244cm) wide	
Motorization options	• Battery-powered motor, wireless RTS, lifting capacity is approx. 11 lbs. (5kg) • WhisperShade® low voltage, 2Nm tubular motor, wireless WhisperShade RTS, DCT, and RS-485 lifting capacity approx. 18 lbs. (8.16kg) on 1.56 in. (3.96cm) tube	
Convertible option	• Transforms the manual MechoShade with existing shadecloth and tube and by adding motor and switching, provided 1.56 in. (3.96cm) tube supplied	
DoubleShade® bracket	• Allows for two shade bands—manual or motorized systems—to be used in a low-profile and compact support bracket	
Warranty	• Ten-year non-depreciating warranty on all hardware and shadecloth • Five-year warranty on motors	



(718) 729-2020
mechoshade.com

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

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

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

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

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

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

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

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

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

#17-41

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

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

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

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

SECTION 1. DEFINITIONS

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

- 2 -

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

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

#17-41

with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

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

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

- 4 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

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agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

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specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

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

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

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OXNARD SCHOOL DISTRICT

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SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

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

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

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

SECTION 8. SELECTION OF SUBCONTRACTORS

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

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with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

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

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- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

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SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of

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this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **TBD** as Project Manager/Superintendent for the Project. So long as **TBD** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

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business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

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

SECTION 16. INSURANCE

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

SECTION 17. USE OF PREMISES

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

SECTION 18. SITE REPRESENTATIONS

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

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

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

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

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- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous

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materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

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

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

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If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

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

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

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

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

SECTION 26. PROVISIONS REQUIRED BY LAW

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the

District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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

CONTRACTOR:

Bernards
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Rick Falt
Title: Executive VP
Date: 6.30.2017

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the
State of California

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

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EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00)**, to be paid monthly on a design progress basis.

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

1. Professional Construction Cost-Estimation Services

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

2. Professional Constructability Review

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

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.

- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.

- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.

- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

#17-41

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

5. Construction Scheduling Services

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

6. Cooperation and Attendance at Design Meetings

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

- 24 -

#17-41

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

7. Schedule for Pre-Construction Services.

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

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

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

CONTRACTOR:

THE DISTRICT:

Oxnard School District,
a California school district

By: Rich Foeltz

By: Lisa A. Franz

Title: Executive Vice President

Title: Lisa A. Franz, Director, Purchasing

Date: 6.30.2017

Date: 8-11-17

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 5, 2020

Agenda Section: Section C: Facilities Agreement

Approval of Contractor Contingency Allocation No. 015 to the McKinna Elementary School Reconstruct Project for an Increase of Cost for the Work Associated with the Project (Penanhoat/Miller/CFW)

During the Regular Meeting of June 20, 2018, the Board of Trustees approved Construction Services Agreement (CSA #17-41) between the Oxnard School District and Bernards Bros. Inc. for the reconstruction of the McKinna Elementary School. CSA #17-41 included a Contractor Contingency in the amount of Eight Hundred Twenty- Four Thousand Eight Hundred Thirty-Five Dollars and No Cents (\$824,835.00). This Contractor Contingency fund is for payment of very specific items of work, such as: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency.

CCA No. 015 consists of various proposal relating to the McKinna Reconstruction Project. These PCOs provide for various framing modifications that were needed to complete this work in accordance with the intent of the design. Modifications included revisions to the header installation for the overhead bi-folding door located in the LRC; modification to framing at guardrails; added seismic joint on the underside of balcony; and added blocking and straps at Admin building per DSA Field Engineer. CCA No. 015 provides for the Board's consideration and approval of work totaling \$16,921.00 as agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency line item.

Upon approval of CCA No. 015 Contractor Contingency funds in the amount of \$792,618.74 will have been utilized to date, and the remaining balance of Contractor Contingency sum shall be \$32,216.26.

FISCAL IMPACT:

CCA No. 015 will be a COST to the Contractor Contingency line item of CSA #17-41 in the amount of Sixteen Thousand Nine Hundred Twenty-One Dollars and Zero Cents (\$16,921.00). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 015 the remaining balance of Contractor Contingency will be Thirty-Two Thousand Two Hundred Sixteen Dollars and Twenty-Six Cents (\$32,216.26).

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 015

to CSA #17-41 with Bernards related to the McKinna Elementary School Reconstruction Project.

ADDITIONAL MATERIALS:

- Attached:** [Contractor Contingency Allocation No. 015 \(2 Pages\)](#)
- [PCO 196-RFI 365 - Header details for Bi-folding door at LRC \(7 Pages\)](#)
- [PCO 197-RFI 371 - IPE Cap at Framed Guardrail \(9 Pages\)](#)
- [PCO 198-RFI 372 - Seismic Joint Underside of Balcony \(15 Pages\)](#)
- [PCO 203 - Admin Bldg Block and Strap per DSA FTN #6 \(5 Pages\)](#)
- [Construction Services Agreement #17-41, Bernards \(25 Pages\)](#)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: August 5, 2020

CONTRACTOR CONTINGENCY ALLOCATION NO. 015

PROJECT: MCKINNA ELEMENTARY SCHOOL
O.S.D. BID No. N/A
O.S.D. Agreement No.17-41

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

ARCHITECT Perkins Eastman
 3194 D Airport Loop Drive,
 Costa Mesa, CA 92626

CONTRACTOR:
Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 72538-101
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118371

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

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	824,835.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	(775,697.74)
ADJUSTED CONTINGENCY SUM	\$	49,137.26
NET CHANGE	\$	(16,921.00)
<hr/>		
Total Contingency Allocations to Date:	\$	(\$792,618.74)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 015	\$	32,216.26

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCO 196-RFI 365-Header details for Bi-folding door at LRC		\$1,776.00		
2.	PCO 197-RFI 371-IPE Cap at Framed Guardrail	\$6,216.00			
3.	PCO 198-RFI 372 - Seismic Joint Underside of Balcony		\$7,719.00		
4.	PCO 203-FTN Admin building blocking and strap per DSA walk 6		\$1,210.00		
	TOTAL	\$6,216.00	\$10,705.00	\$0.00	\$0.00

Total Contractor Contingency Allocation Approval No. 015.....(\$16,921.00)

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

INTERIM ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



CONTINGENCY ALLOCATION REQUEST

CAR No. 196 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 365- Add header and hardware

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-1,776
	Subtotal:	-1,776

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	Abdellatif Enterprises Inc	1,776
	Subtotal:	1,776

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

- MERITED
- NOT MERITED



Change Order #

48R1

DATE: September 30, 2019

PROJECT: Mckinna Elementary School

Cost associated with RFI #365- Add header and hardware

Description	Qty	Unit	Unit Price	Extension
A35	2		\$ 0.27	\$ 0.54
HUC612	2		\$ 11.28	\$ 22.56
6x12x18	1		\$ 194.40	\$ 194.40
2x6x10	10		\$ 10.20	\$ 102.00
1/2"x 9" lags	24		\$ 3.99	\$ 95.76
1/2" cut washers	24		\$ 0.35	\$ 8.40
Material Subtotal				\$ 423.66
Material Sales Tax			7.75%	\$ 32.83
CA Additional Lumber Assessment			1.00%	\$ 2.96
Freight				
Material Total				\$ 459.46
Equipment				
Labor	14	hour	\$ 77.51	\$ 1,085.14
Subtotal				\$ 1,544.60
Profit & Overhead			15.00%	\$ 231.69
Change Order Total				\$ 1,776.29



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 365

Project: McKinna Elementary School Reconstruction

Date: 09-20-19
Discipline: Structural

Subject: Header details for Bi-Folding Door at LRC

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
083614	Submittal	149-083614-3-Hydraulic Overhead Bifolding Door

QUESTION

Please confirm that it is acceptable to use the details on the following pages for header of Overhead Bi-Folding Door @ LRC.

ANSWER

The following mark-ups provided by us on the bi-fold door submittal, are acceptable. Please note that the mark-ups are similar to what is provided on the DSA approved drawings. Reference details L2 and J2 on sheet A541, as referenced on G5/A131. IOR to confirm bi-fold is installed per plan.

PJC, MHP,09-23-19

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdellatif	9/24/2019
Partition Specialties Inc	Keenan Hall	9/24/2019

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Cecilio Rodriguez - Abdellatif Enterprises Inc - Author Number:

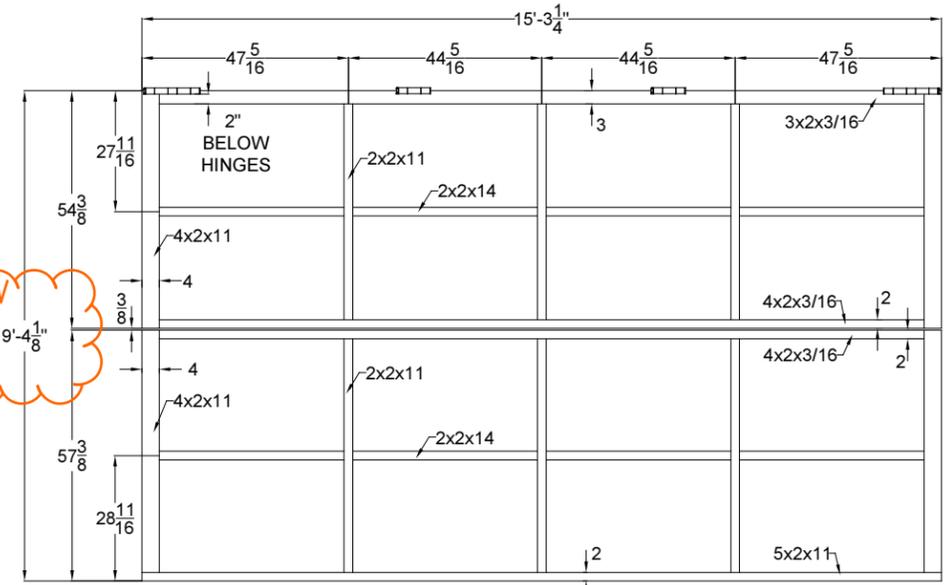
Submitted By: Arvind Balaji - Bernards

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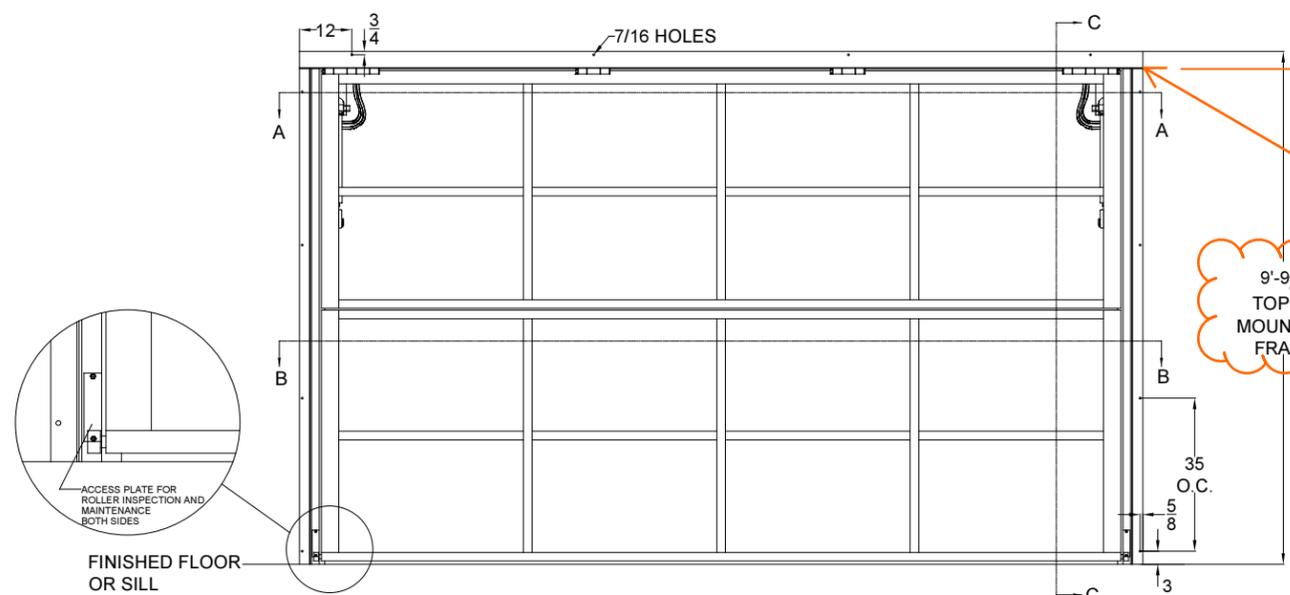


PRODUCTION DRAWING

IF THIS CAN BE 9'6" IT SHOULD BE - TO MATCH ELEVATION ALIGNMENT OF REVEAL LINE



DOOR PANEL



DOOR PANEL W/ FRAME OUTSIDE LOOKING IN

IF THE TOP OF DOOR LINE CAN BE 9'6" IT SHOULD BE - THE BOTTOM OF THIS ANGLE SHOULD ALIGN TO THE BOTTOM REVEAL LINE. CONTRACTOR TO CONFIRM WITH ARCHITECT PRIOR TO FABRICATION.

9'-9 1/4" TOP OF MOUNTING FRAME

1/2" dia x 9" long lag screws at 16" OC max, 6" from top and bot of 6x6 post, typ (offset 3" min from thru bolts)

(E) shear wall jamb post, ea side

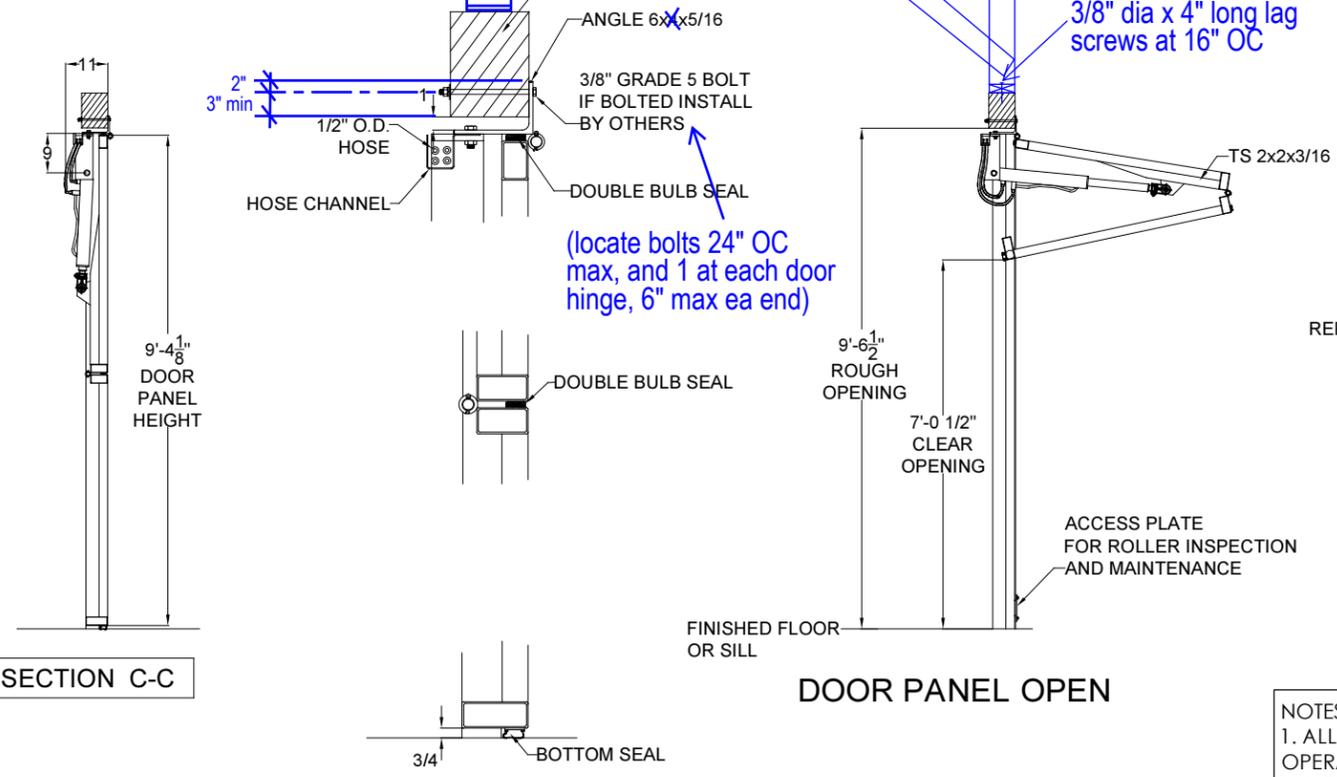
Provide additional Simpson A35 each end to attach header and 6x6 post

6x12 header with Simpson HUC hanger each end per 11/S402

2x6 brace at 48" OC max w/ (3)-10d nails ea end; at stud attached to brace provide Simp A35 to bot plate attached to header

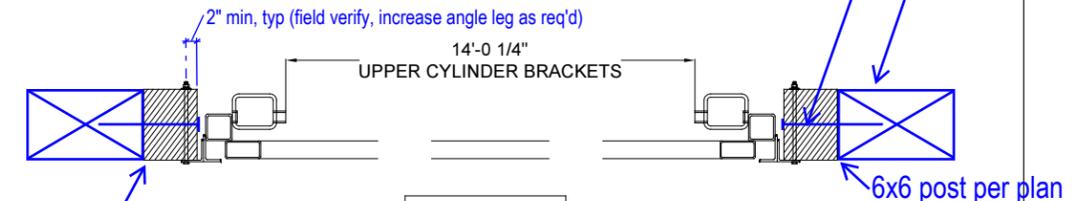
3/8" dia x 4" long lag screws at 16" OC

OK FOR CONSTRUCTION

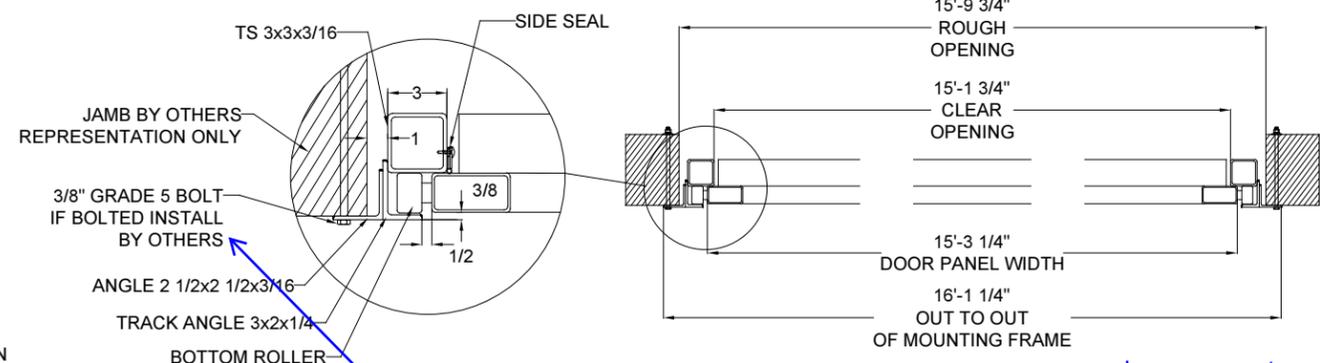


SECTION C-C

DOOR PANEL OPEN



SECTION A-A



SECTION B-B

maximum oper wt supported off of header beam = 1,180 lbs

650 LBS
530 LBS
LBS

NOTES:
 1. ALL DIMENSIONS SHOWN ARE CRITICAL TO PROPER DOOR OPERATION. IF ANY CHANGES ARE MADE, CONTACT CROWN IMMEDIATELY. ANY CHANGES MAY INCUR ADDITIONAL CHARGES.
 2. ALL PARTS NOT LISTED AS "BY OTHERS" TO BE PROVIDED BY CROWN.
 3. TOLERANCE FOR LOCATION OF VERTICAL AND HORIZONTAL TUBE MEMBERS IS 1/8"
 4. DO NOT PRE-DRILL ROUGH OPENING.
 5. TO MAINTAIN NORMAL OPERATION OF THE DOOR/WINDOW SYSTEM, MID-HEADER DOWNWARD DEFLECTION LIMIT AND LATERAL DRIFT LIMIT OF SURROUNDING STRUCTURE IS 3/8". MAXIMUM ALLOWABLE RISE OF FINISHED FLOOR BETWEEN JAMBS IS 3/8".

APPROX. DOOR PANEL WEIGHT
 APPROX. MOUNTING FRAME WEIGHT W/CYLINDERS
 COVERING SYSTEM WEIGHT
 APPROX TOTAL DOOR PANEL WEIGHT W/ COVERING

POWER UNIT PS-00131-VVU-01 1.16 GPM
 WIND LOAD 90 MPH EXP. C
 DOOR OPEN SPEED APPROX 35-40 SEC.
 CYLINDER B-27709, 14" STROKE, 26 3/8" RET. 40 3/8" EXT.
 BASE END ORIFICE BRIDON 06-250-12-0.7

MCKINNA ELEMENT OXNARD, CA

QTY: 1

MODEL: SST II
 DATE: 9.3.19
 DRAWN BY: AAK
 REV:

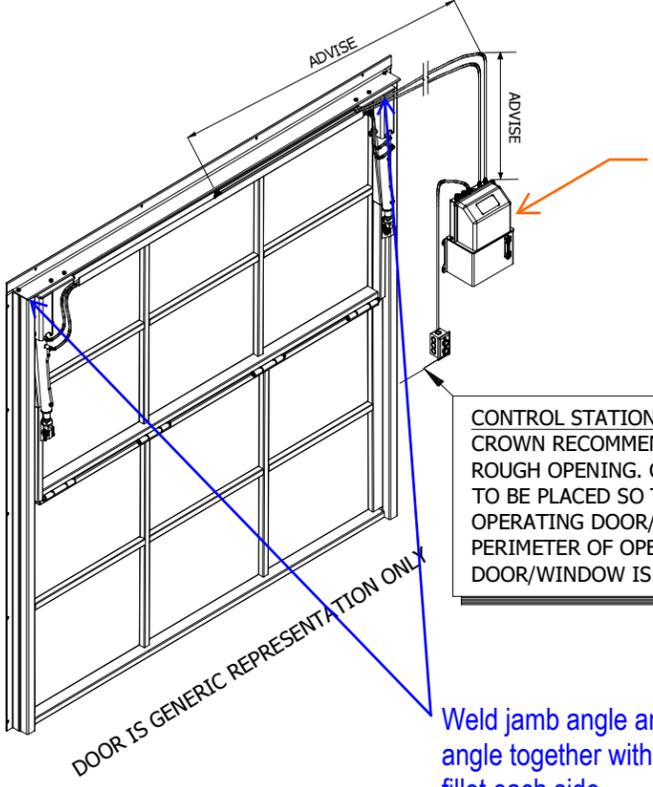
SHEET: 2.0

DIMENSION REQUIRED:
 THE MOTOR/POWER UNIT(S) MAY BE LOCATED ANY DISTANCE FROM THEIR RESPECTIVE OPENINGS. EACH MOTOR AND OPENING WILL BE CONNECTED VIA (2) HYDRAULIC HOSES. PLEASE CONFIRM THE TOTAL LINEAL FOOT LENGTH OF HOSE REQUIRED TO REACH BETWEEN TOP/CENTER OF EACH OPENING AND ITS RESPECTIVE MOTOR MOUNT LOCATION, TAKING INTO ACCOUNT ANY TWISTS AND TURNS ALONG THE WAY. PLEASE NOTE A CHARGE OF \$5.50 P.L.F. OF HOSE WILL APPLY.

DISTANCE(S): _____

INSIDE, LOOKING OUT, PLEASE ADVISE IN WHICH DIRECTION THE HOSES WILL IMMEDIATELY DEPART TOP/CENTER OF EACH DOOR:

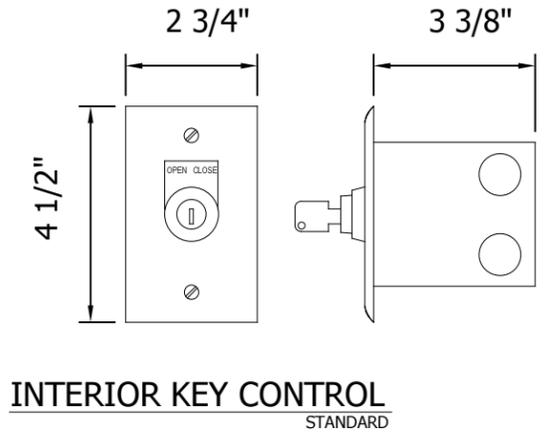
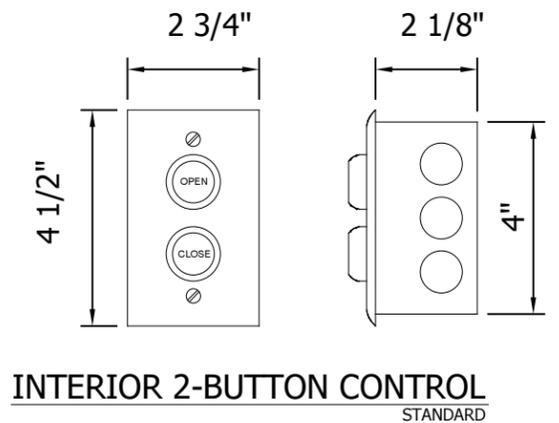
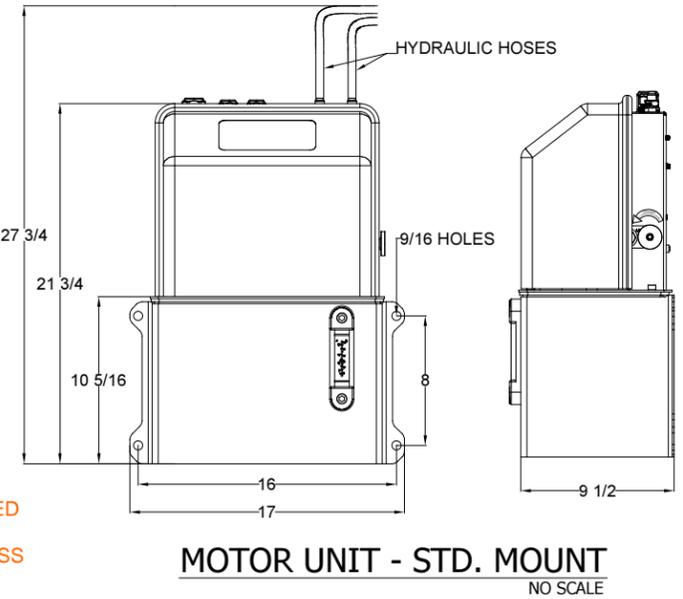
TO THE LEFT STRAIGHT UP TO THE RIGHT



TO BE LOCATED CONCEALED IN CEILING ABOVE THE DOOR. PROVIDE ACT ACCESS DOOR, IF REQUIRED FOR MAINTENANCE.

CONTROL STATION PLACEMENT
 CROWN RECOMMENDS A MAX OF 24" FROM ROUGH OPENING. CONTROL STATION NEEDS TO BE PLACED SO THAT ANY PERSON OPERATING DOOR/WINDOW CAN SEE ENTIRE PERIMETER OF OPENING WHILE DOOR/WINDOW IS OPERATING.

Weld jamb angle and header angle together with 3/16" fillet each side



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DETAIL CONFIRMATION SHEET

SELECT ALL WHICH APPLY:

FRAME ATTACHMENT:

BOLTING
 WELDING

FINISH:

STD. FACTORY POWDER-COAT STD. RAL
 RAL NUMBER: _____

SATIN
 SEMI-GLOSS
 GLOSS

GRAY PRIMER
 FINAL COLOR IF PRIMED: _____

STAINLESS STEEL (304)
 BARE STEEL

SIDE SEAL RETAINER:

CLEAR DARK BRONZE

POWER:

208/230V 1-PH (STD)
 208/230v 3-PH
 460V 3-PH
 OTHER: _____

INTERNATIONAL:

DOUBLE 110V LEGS
 SINGLE 220V LEG (& NEUTRAL)

CONTROLS (SEE DETAILS):

2-BUTTON (STD)
 KEY (STD)
 ADDITIONAL CONTROLS:
 TYPE: _____ QTY: _____

AUXILIARY OPTIONS:

PHOTO EYES
 STROBE/SOUNDER
 REMOTE RECEIVER W/TRANSMITTER
 ADDITIONAL TRANSMITTERS:
 QUANTITY: _____

LEAD-EDGE SENSOR
 REVERSING?
 24V DC BATTERY BACK-UP SYSTEM
 ELECTRIC LOCKS

DOOR COVERING (SEE DETAILS):

COVERING BY OTHERS (STD)
 FRONT-SET INSTALL
 INSIDE-SASH INSTALL

GLASS BY CROWN:
 INSULATED UNITS
 SINGLE PANE

GLASS RETAINER BY CROWN:
 INSIDE-SASH ASSEMBLY
 CLEAR DARK BRONZE
 POWDER-COAT (STD. RAL)
 FRONT-SET ASSEMBLY
 CLEAR

GLASS TYPE (IF PROVIDED BY CROWN):

7/8" o.d. units
 - 3/16" clear, laminated (exterior lite)
 - 1/2" spacer
 - 3/16" clear, tempered (interior lite)

RETAINER SYSTEM (IF PROVIDED BY CROWN):

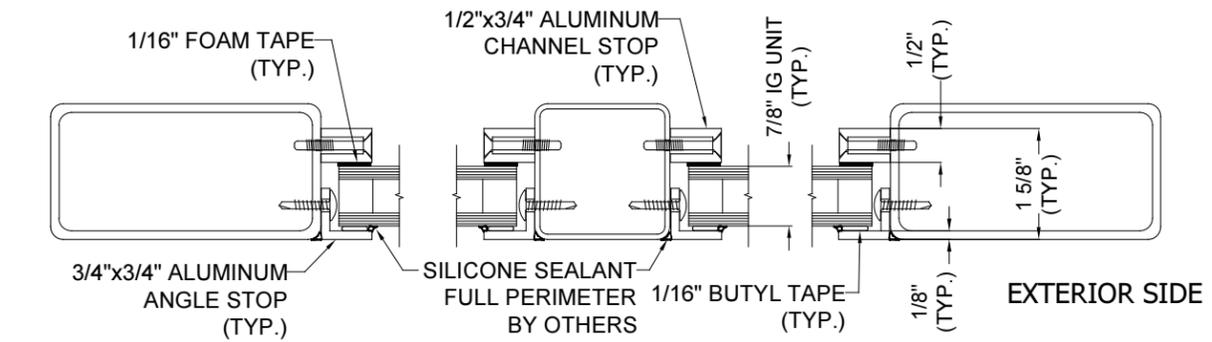
Inside-sash, anodized aluminum, powder-coated to match frame/operable panel(s), full-length (to be cut to size and installed, in field, by others), pre-drilled (Holes are pre-drilled at std. off-sets to maximize usable material; Crown does not account for equidistant hole locations during installation).

IMPORTANT NOTE:

IF DOOR CONTROLS/OPERATORS OTHER THAN THOSE SUPPLIED BY CROWN ARE USED (I.E. INCLUDING, BUT NOT LIMITED TO, SWITCHES, PUSH BUTTONS, REMOTES, PROGRAMMABLE LOGIC CONTROLLERS, ETC.), WARRANTY SHALL BE VOID ON THE ENTIRE POWER UNIT (MOTOR, PUMP, RESERVOIR, HOSE).

FOR SAFETY REASONS, ALL CONTROLS SUPPLIED BY CROWN ARE CONSTANT-PRESSURE. CROWN HIGHLY RECOMMENDS ALL CONTROLS STATIONS ARE INSTALLED IN CLOSE PROXIMITY TO THE DOOR/WINDOW SO THE OPERATED CAN OBSERVE ANY OBSTRUCTIONS OR DANGERS.

ADDITIONAL NOTES:



INSIDE SASH RETAINER ASSEMBLY
 NO SCALE

**MCKINNA ELEMENTARY SCHOOL
 OXNARD, CA**

MODEL: SST-II

SHEET: **3.0**



CONTINGENCY ALLOCATION REQUEST

CAR No. 197 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 371 - IPE Cap at Framed Guardrail

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-6,216
	Subtotal:	-6,216

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	Abdellatif Enterprises Inc	6,216
	Subtotal:	6,216

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

- MERITED
- NOT MERITED



Change Order # 49R1

DATE: October 4, 2019

PROJECT: Mckinna Elementary School

Cost associated with RFI #371- Install IPE cap

Description	Qty	Unit	Unit Price	Extension
5/4x10x16' IPE	10			\$ 2,379.20
5x4x10' IPE	2			\$ 297.40
3/8 wood plugs	180			\$ 75.00
2 1/2" stainless steel screws	180		\$ 1.25	\$ 225.00
Material Subtotal				\$ 2,976.60
Material Sales Tax			7.75%	\$ 230.69
CA Additional Lumber Assessment			1.00%	\$ 27.52
Freight				
Material Total				\$ 3,234.80
Equipment				
Labor	28	hour	\$ 77.51	\$ 2,170.28
Subtotal				\$ 5,405.08
Profit & Overhead			15.00%	\$ 810.76
Change Order Total				\$ 6,215.84



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 371

Project: McKinna Elementary School Reconstruction

Date: 09-24-19

Discipline: Architectural

Subject: IPE Cap at Framed Guardrail

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A2/A521		

QUESTION

Please confirm framed guardrail with Boral siding will be capped with the IPE decking clouded on page 2 (9&1/4" Description: 5/4x10). 2.5" wood screws will be installed 16" O.C staggered, and capped with the IPE plugs. See images on pages 2-5 for more information.

ANSWER

Use of IPE and fastening method confirmed. Stain for this element should be applied after it is installed, and plugged with IPE plugs. Align grain of plugs to grain of the plank. Ensure the underside of the IPE is stained as well. Do not stain the Boral siding adjacent to the underside surface.

KG, PED,09.25.19

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdellatif	9/25/2019

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Mitch Michaelis - Bernards

Submitted By: Mitch Michaelis - Bernards

Dimensional Lumber - Profiles w/finished dimensions

Description

7-1/4" 5/4x8



9-1/4" 5/4x10



See page 3

11-1/4" 5/4x12



1 1/2" 2x2



3 1/2" 2x4



5 1/2" 2x6



3x6 (also available)

7 1/4" 2x8



3x8 (also available)

**2.5" wood screws
24" O.C**



3/8" Tapered
Wood Plugs



Extreme Plugs™

See page 4



Decking (Brazilian Walnut)

Profile: Standard

Size: 5/4 X 10

www.AdvantageLumber.com | www.IpeDepot.com

Toll Free: 1-877-232-3915 | Local: 716-827-3915



W. SAETTER, JR.
DIRECTOR





23



CONTINGENCY ALLOCATION REQUEST

CAR No. 198 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 372 - Seismic Joint Underside of Balcony

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-7,719
	Subtotal:	-7,719

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	Abdellatif Enterprises Inc	7,719
	Subtotal:	7,719

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

- MERITED
- NOT MERITED



Change Order #

50R1

DATE: November 19, 2019

PROJECT: Mckinna Elementary School

Cost associated with RFI #372- Remove Boral, accommodate framing to give space to the steel and do the siding in both walls

Description	Qty	Unit	Unit Price	Extension
Boral 16'	40		\$ 47.56	\$ 1,902.40
Tyvek Paper	1	roll	\$ 299.00	\$ 299.00
Material Subtotal				\$ 2,201.40
Material Sales Tax			7.75%	\$ 170.61
CA Additional Lumber Assessment			1.00%	
Freight				
Material Total				\$ 2,372.01
Equipment				
Labor	56	hour	\$ 77.51	\$ 4,340.56
Subtotal				\$ 6,712.57
Profit & Overhead			15.00%	\$ 1,006.89
Change Order Total				\$ 7,719.45



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 372

Project: McKinna Elementary School Reconstruction

Date: 09-25-19

Discipline: Architectural

Subject: Seismic Joint Underside of Balcony

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A10/A581		

QUESTION

Framed guardrail was shifted due to revised structural sketches. At the the balcony, the underside of the framed guard rail could not be continued into the seismic joint. Seismic joint cover shown on A10/A581 cannot be installed due to accessibility. Approved seismic joint cover in submittal package 156 (15EJC) cannot be installed as the vertical framed guardrail is not present due to guardrail shift

SUGGESTION

Please provide new seismic joint call out for this location. Utilizing alternative seismic joint covers in submittal package 156 is preferred.

ANSWER

Use the above plan detail and flashing detail along with the illustrations in the attached email confirmed by CFW to proceed.

KG, PED, 11.01.19

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdellatif	11/2/2019
Anderson Charnesky Structural Steel Inc	Kevin Charnesky	11/2/2019
R&J Sheet Metal Inc	Mike Stuver	11/2/2019

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Mike Stuver - R&J Sheet Metal Inc - Author Number:

Submitted By: Mitch Michaelis - Bernards

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.



REQUEST FOR INFORMATION

RFI No.: 372

To: Kevin Griending
 Company: Perkins Eastman Dougherty
 Project: McKinna Elementary School Reconstruction
Subject: Seismic Joint Underside of Balcony

Date: 09-25-19
 Discipline: Architectural

Response Requested By: 10-02-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A10/A581		

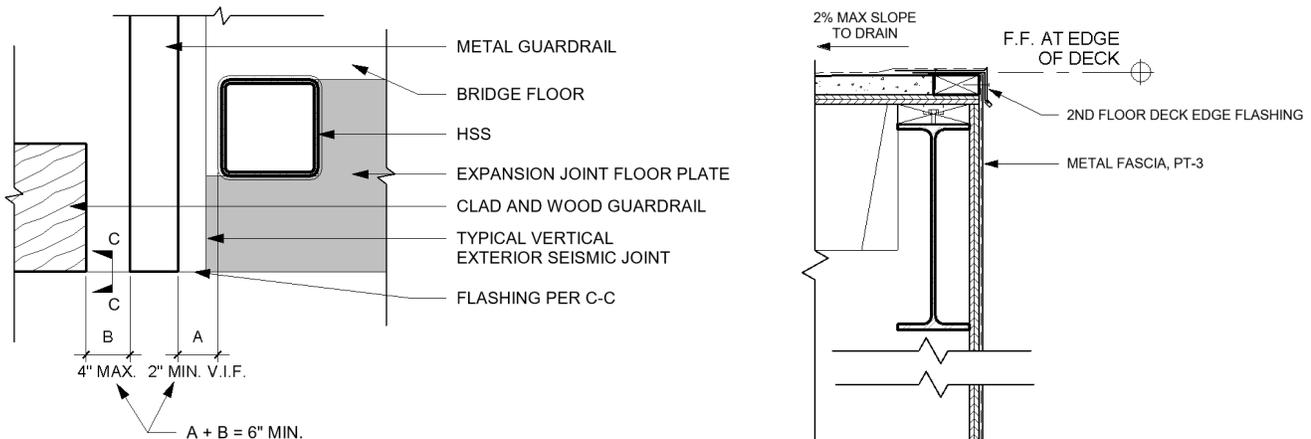
QUESTION

Framed guardrail was shifted due to revised structural sketches. At the the balcony, the underside of the framed guard rail could not be continued into the seismic joint. Seismic joint cover shown on A10/A581 cannot be installed due to accessibility. Approved seismic joint cover in submittal package 156 (15EJC) cannot be installed as the vertical framed guardrail is not present due to guardrail shift

SUGGESTION

Please provide new seismic joint call out for this location. Utilizing alternative seismic joint covers in submittal package 156 is preferred.

ANSWER



Use the above plan detail and flashing detail along with the illustrations in the attached email confirmed by CFW to proceed.

Kevin Griending, AIA

Response Provided By: _____

Name

Perkins Eastman

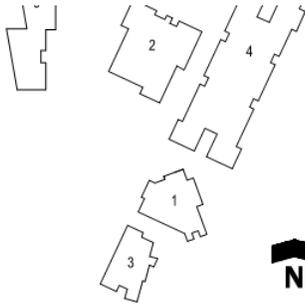
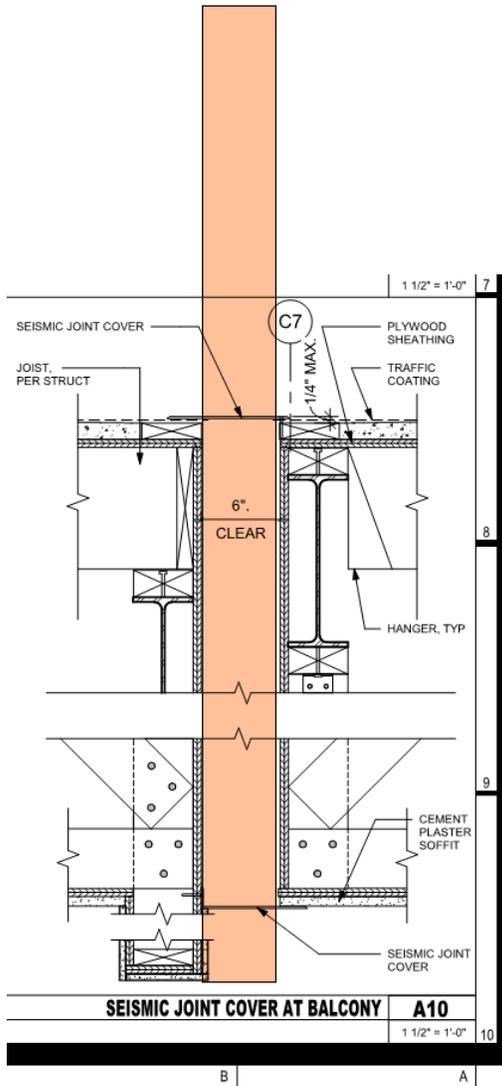
Company

11.1.19

Date

Question Initiated By: Mike Stuver - R&J Sheet Metal Inc - Author Number:

Submitted By: Mitch Michaelis - Bernards



IDENTIFICATION STAMP
 DIV OFFICE OF REGULATION CT
 SERVICES

FILE NO: 56-22
 AR: 03-118371

AC _____ FLS _____ SS _____
 DATE _____

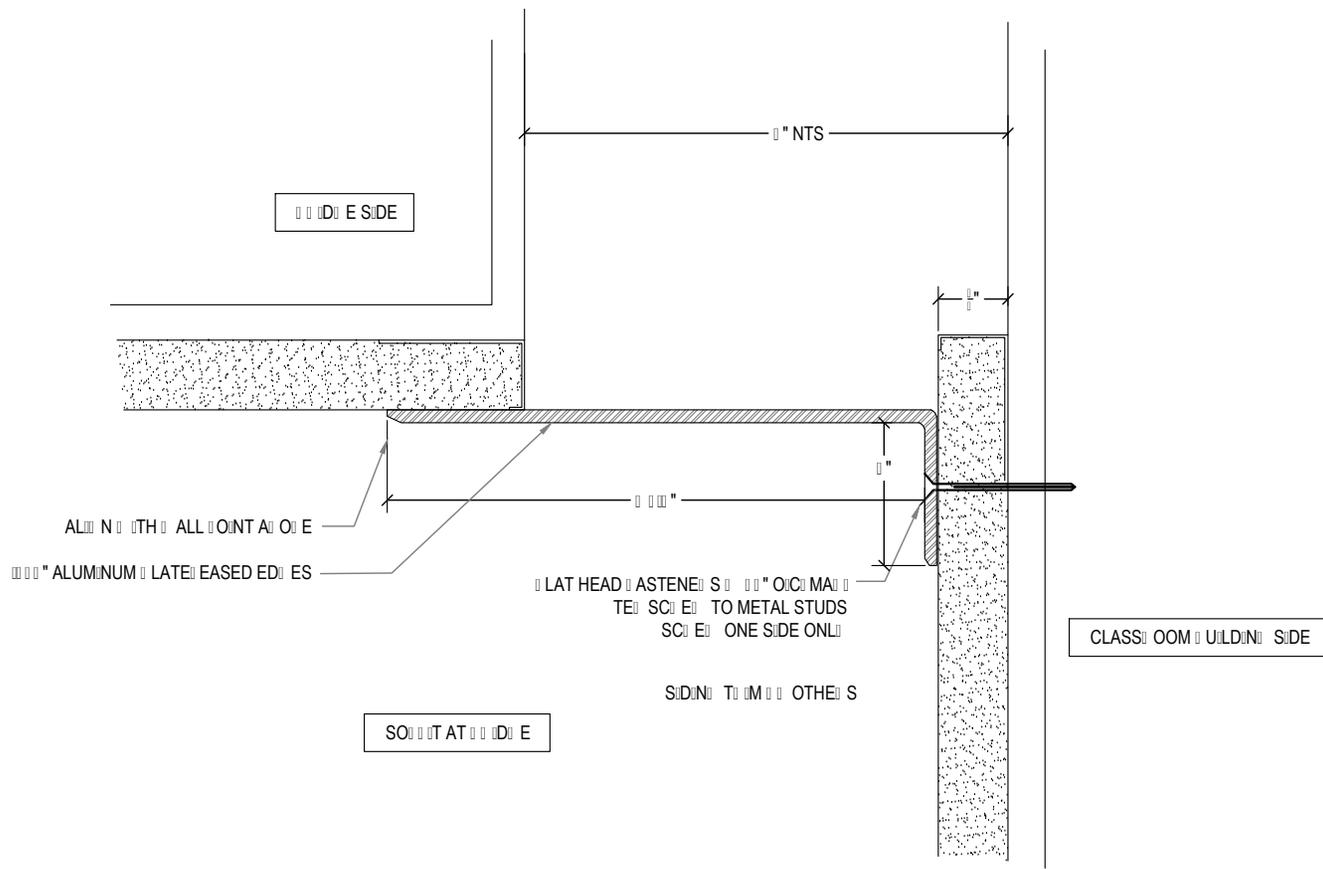


COSTA MESA OAKLAND
 www.dougherty.us

MISCELLANEOUS DETAILS

A581r1





ARCH REF:
A10 / A581

SPECIFICATIONS

R & J SHEET METAL, INC.



M.H. POWELL & CO., INC.
ARCHITECTURAL SEISMIC EXPANSION JOINT SYSTEMS

2313 YATES AVENUE | PHONE : (323) 887-0037
 COMMERCE, CA 90040 | FAX : (323) 887-0877
 | E | www.mhpowell.net

BRIDGE SOFFIT
1 @ 11'-8"
MILL FINISHED ALUM

FIELD VERIFY PRIOR TO FABRICATION AND INSTALLATION

MC ANNA ELEMENTA SCHOOL ECONSTRUCTION				
LONA DCA				
CORRORR E NADSN				
SUNE				S 07 9513
Job #	Drawn By:	Chk'd:	Date:	Sheet #:
	MS			15EJC

Kevin Griendling

From: Mario Mera <MMera@cfwinc.com>
Sent: Friday, November 1, 2019 10:43 AM
To: Kevin Griendling
Cc: Diego Matzkin; Jaime Pace; Terry Root; Mitch Michaelis; ABalaji@bernards.com
Subject: RE: McKinna ES - Seismic Joint Solution

Kevin,

Following our jobsite walkthrough yesterday with the Project Team (Bernards, PED, & CFW) to review this subject item, please proceed with the recommended solution.

Sincerely,

Mario Mera

Senior Program Manager – Implementation Services

Caldwell, Flores, Winters, Inc.

mobile: (310) 863-2980

e-mail: mmera@cfwinc.com

CFW Los Angeles Office:

815 Colorado Blvd., Ste. 201,

Los Angeles, CA 93035

office: (323) 202-2550

CFW Oxnard Office:

1901 S. Victoria Ave., Ste. 106

Oxnard, CA 93035

office: (805) 201-0546

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Please consider the environment before printing this e-mail

From: Kevin Griendling <k.griendling@perkinseastman.com>
Sent: Tuesday, October 29, 2019 11:30 AM
To: Mario Mera <MMera@cfwinc.com>
Cc: Diego Matzkin <d.matzkin@perkinseastman.com>; Jaime Pace <jpace@bernards.com>; Terry Root <TRoot@bernards.com>; Mitch Michaelis <MMichaelis@bernards.com>; ABalaji@bernards.com
Subject: FW: McKinna ES - Seismic Joint Solution

Mario,

We researched and developed a solution to resolve seismic gap concerns at the MPR/Classroom building that arose out of the built condition and DSA required changes triggered by RFI responses. I can walk you through the complete history

of the situation, but this is the solution agreed upon by Bernards and PE as the best solution. Please review and confirm that we should proceed with this solution.

Thanks,

Kevin

From: Kevin Griendling
Sent: Monday, October 21, 2019 2:57 PM
To: Jaime Pace <jpace@bernards.com>
Cc: ABalaji@bernards.com; Terry Root <TRoot@bernards.com>; Mitch Michaelis <MMichaelis@bernards.com>; Diego Matzkin <d.matzkin@perkinseastman.com>
Subject: RE: McKinna ES - Seismic Joint Solution

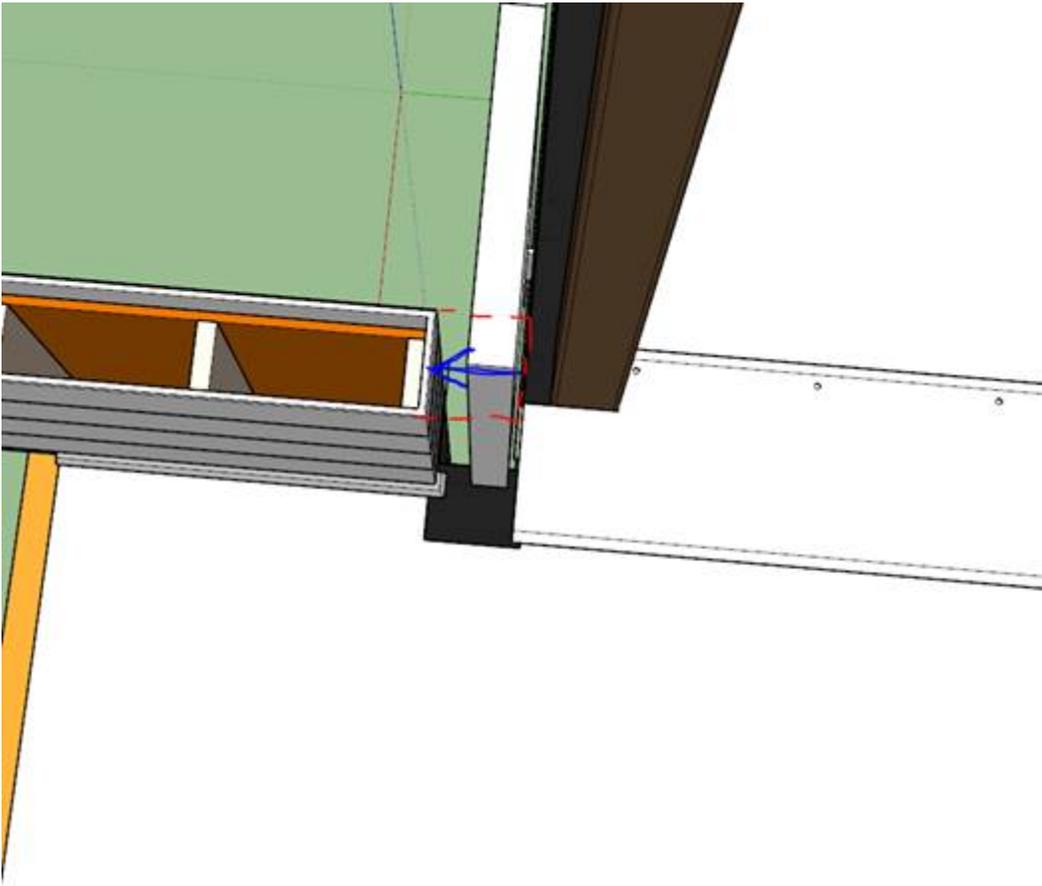
Hi Team,

Ant notes/comments/objections to this solution? I would like to return the RFI soon...

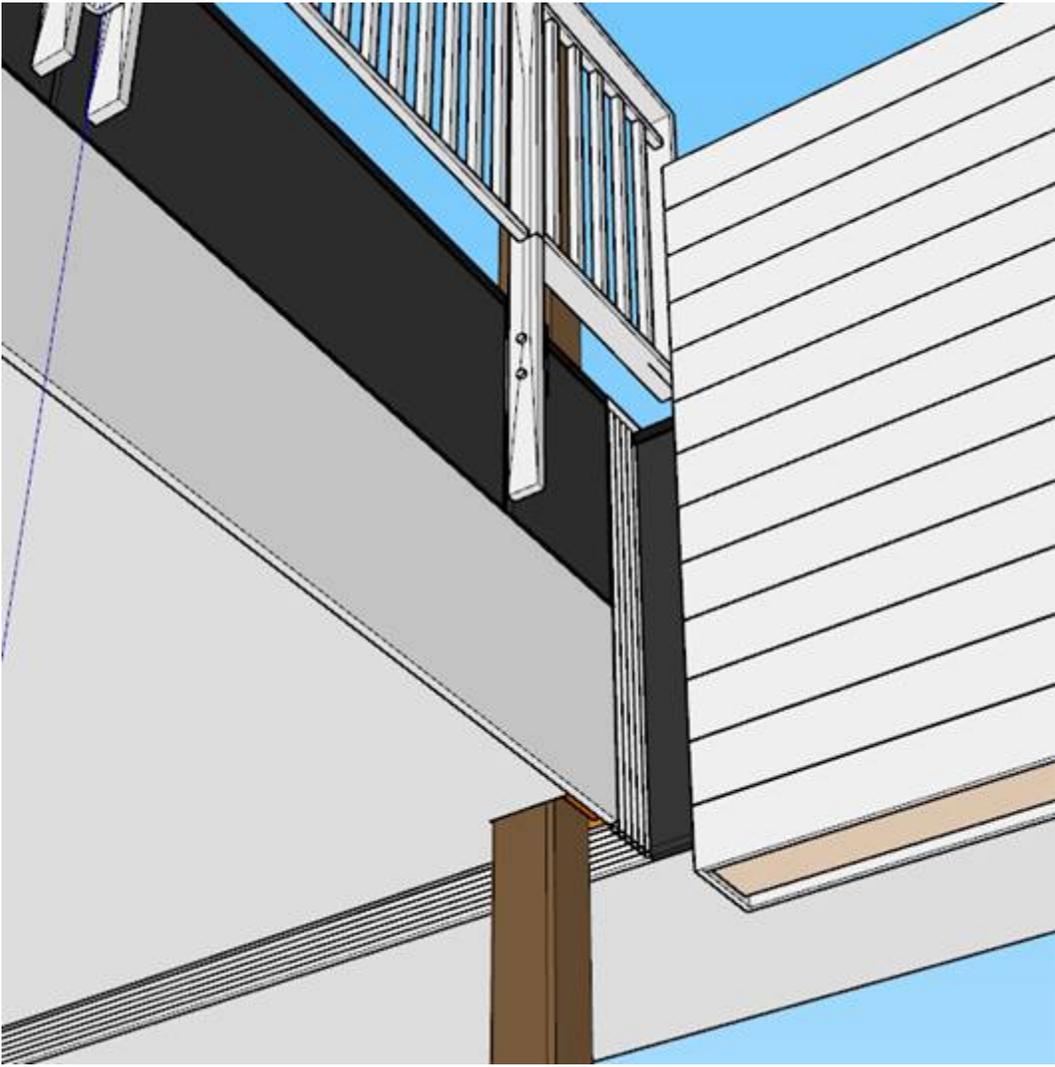
From: Kevin Griendling
Sent: Thursday, October 17, 2019 4:00 PM
To: Jaime Pace <jpace@bernards.com>
Cc: ABalaji@bernards.com; Terry Root <TRoot@bernards.com>; Mitch Michaelis <MMichaelis@bernards.com>; Diego Matzkin <d.matzkin@perkinseastman.com>
Subject: McKinna ES - Seismic Joint Solution

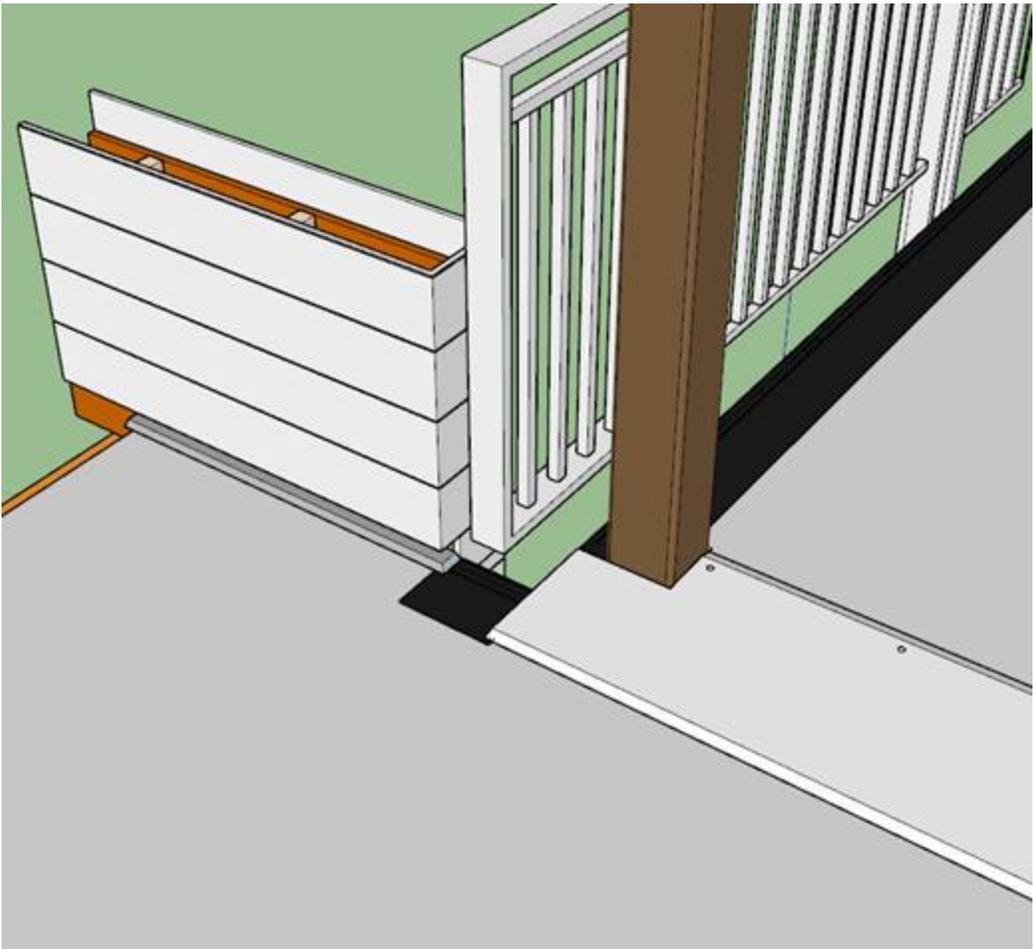
Team,

There are going to be a lot of photos attached to this email. I have finally come up with a solution that should satisfy the challenged presented by the seismic joint. Please note we had to pull back the framing of the siding guardrail an additional 8" or so from the steel column. This allows for 360 degree seismic movement, and allows for the installation of elements in the void. It mitigates the need for excessive flashing that will likely not be waterproof enough in a seismic condition. This is the ONLY solution I am able to find, and I've been working on it for around two weeks now. This is the completed version from a couple different angles:

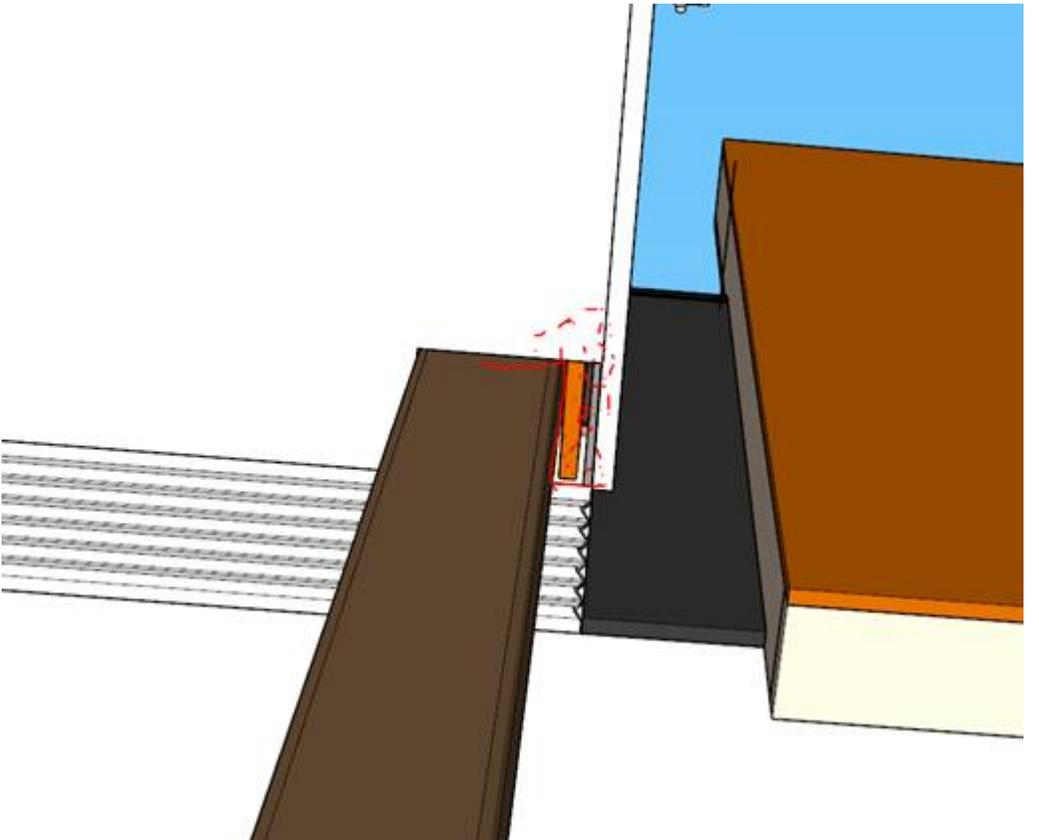
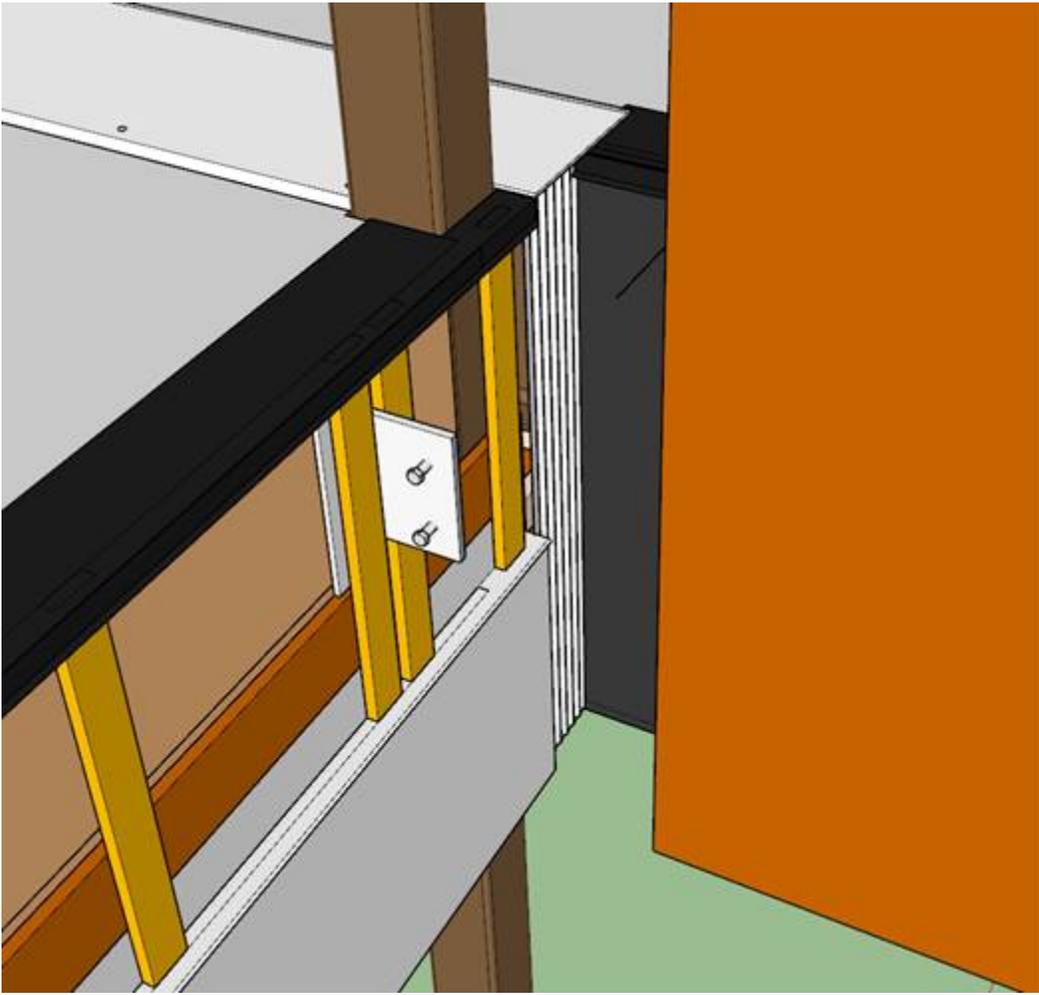


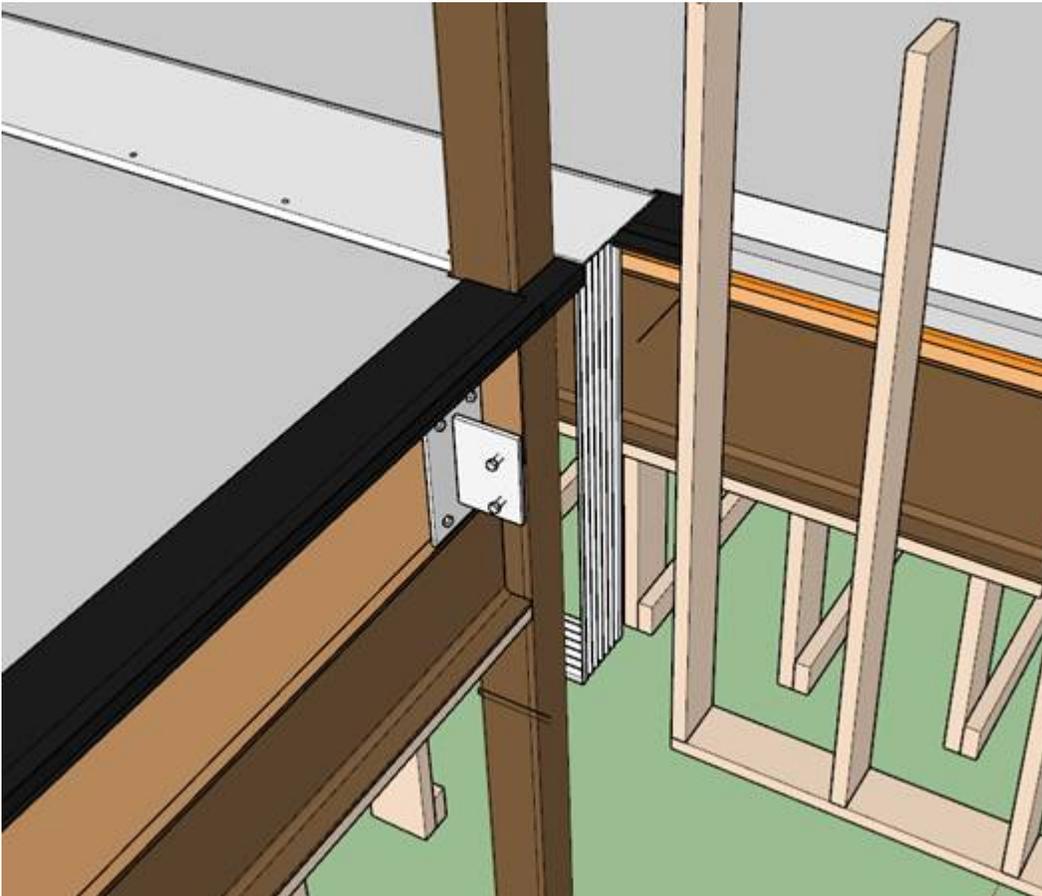






Here are some detail shots without some finishes:





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CONTINGENCY ALLOCATION REQUEST

CAR No. 203 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

Admin building blocking and strap per DSA FTN #6

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-1,210
	Subtotal:	-1,210

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	Abdellatif Enterprises Inc	1,210
	Subtotal:	1,210

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

- MERITED
- NOT MERITED



Change Order #

55

DATE: December 20, 2019

PROJECT: Mckinna Elementary School

Admin building blocking and strap per DSA walk #6

Description	Qty	Unit	Unit Price	Extension
6X6	10	lf		\$ 58.41
CMST14	16'			\$ 54.13
Material Subtotal				\$ 112.54
Material Sales Tax			7.75%	\$ 8.72
CA Additional Lumber Assessment			1.00%	\$ 0.58
Freight				
Material Total				\$ 121.85
Equipment				
Labor	12	hour	\$ 77.51	\$ 930.12
Subtotal				\$ 1,051.97
Profit & Overhead			15.00%	\$ 157.80
Change Order Total				\$ 1,209.76



DAILY TIME AND MATERIAL RECORD

School Name: MCKINNA ELEMENTARY SCHOOL
 Project Name: MCKINNA ELEMENTARY SCHOOL
 Project Description: School
 Issued To: BERNARDS

Report No.: _____
 Date Performed: 6/7/2019
 Date of Report: _____
 CD No.: _____

Description of Added Scope of Work:

Admin. Bldg. add blocking and strap (per DSA ing. Walk #6

No Cost Change Cost Change Costs Associated With Ref # DSA walk # 6

Labor Description:

remove plywood 2 men (3 Hrs) total 6 Hrs.
 add blocks plywood and strap 2 men (3 Hrs.) 6 total

total Hrs. 12

Material Description:

10 L.F. of 6x6
 1 CMST 14 16'

Approval Issued By: _____

Signature & Title

TIME ONLY

Name (Printed)

Date

FIELD TRIP NOTE

Project Name/ School: MCKINNA ELEMENTARY SCHOOL				CDS #:
By: PFISCHE3	FTN #:006	Date:2019-06-06	DSA File #:56-22	DSA App. #:03-118371
Project Inspector: Daugherty Chris		On Site? Yes	Occupied? No	Project is 41 % Complete
<p>Scope of Work: Construction of 5-Buildings and Site Improvements: Admin Bldg., (2)-story MPR/Kitchen/CR Bldg., Library Resource Center, (2)-story CR Bldg., and Kindergarten Bldg.</p>				

SPECIFIC COMMENTS (NUMBERED ITEMS REQUIRING ACTION): *(Attach additional pages if needed.)*

Toured the site.
 Buildings 1 through 5 framing is complete except for soffits.

There are no revisions.
 Addendum 1, 2 and 3 are approved.
 There is a deferred approval for elevator guide rails which is approved.

CCD 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 13 are approved.
 CCD 5, 12 have been submitted to DSA.

RFIs reviewed through 308 except 306.
 RFI 123 needs to provide an adequate base connection for the plate to the top of the floor. Provide calculations.
 RFI 172 roof joists need blocking for wind uplift loads, unless calculations are provided to justify an unbraced bottom flange. Please provide manufacturers calculations to justify wind uplift bracing spacing.

Previous items:
 3.3 Engineer to clarify how the wall out of plane load for the lower wall is transferred to the floor in 1/S406.

5.1. Admin Building B1 has a shear wall at grid B2. At the location of referenced detail 3/S411, the double top plates need to be strapped along grid B2 above the header and continue into the full length of the shear wall. When looking at 3/S411, the double top plates occur beyond the detail to the left and above the header.

5.2 How are the steel columns tied back into the building. For example on S104 detail 8/S405 is referenced near grid C9 to tie the steel parallel to grid CA, but what ties it perpendicular to grid CA.

5.3 Building B4 roof on S105, along grids C4,C5,C6,C7 have sloping plates up to the ridge so the top plates are not continuous. How should the top plates be tied?

5.4. See RFI comments above.

New items:
 6.1 All utilities crossings the seismic joint need to provide seismic loops to allow for the seismic movement.

6.2. Engineer to clarify how joist/beam wind uplift resistance is provided at overhang connections 13/S407, 13/S408.

6.3. Building 3 GLB is not adequately supported. See photo below. It is not lined up with the steel post as originally designed. Provide post, details etc.

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

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

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

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

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

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

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

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

#17-41

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

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

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

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

SECTION 1. DEFINITIONS

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

- 2 -

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

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

#17-41

with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

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

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

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specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

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

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

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

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

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

SECTION 8. SELECTION OF SUBCONTRACTORS

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

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with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

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

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OXNARD SCHOOL DISTRICT

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- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

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SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of

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this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign TBD as Project Manager/Superintendent for the Project. So long as TBD remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

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business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

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

SECTION 16. INSURANCE

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

SECTION 17. USE OF PREMISES

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

SECTION 18. SITE REPRESENTATIONS

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

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

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

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

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- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous

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materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

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

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

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

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

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

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

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the

District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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

CONTRACTOR:

Bernards
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Rick Falt
Title: Executive VP
Date: 6.30.2017

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the
State of California

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00)**, to be paid monthly on a design progress basis.

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

1. Professional Construction Cost-Estimation Services

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

2. Professional Constructability Review

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

3. Value Engineering Services

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

4. Building Information Modeling (BIM) Services

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

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

5. Construction Scheduling Services

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

6. Cooperation and Attendance at Design Meetings

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

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

7. Schedule for Pre-Construction Services.

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

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

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

CONTRACTOR:

THE DISTRICT:

Oxnard School District,
a California school district

By: Rich Foeltz

By: Lisa A. Franz

Title: Executive Vice President

Title: Lisa A. Franz, Director, Purchasing

Date: 6.30.2017

Date: 8-11-17

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Special Education Agreement

**Ratification of Amendment #4 to Agreement #18-175 – City Impact Inc.
(DeGenna/Edwards)**

At the Board Meeting of January 16, 2019, the Board of Trustees ratified Agreement #18-175 with City Impact Inc., in the amount of \$90,000.00, to provide individual and/or group therapy services, and clinical supervision to the Special Education Services Department.

At the Board meeting of April 3, 2019, the Board of Trustees ratified Amendment #1, at no additional cost, to add Social and Emotional Testing and Assessment Reporting services for the remainder of the fiscal year.

At the Board meeting of May 15, 2019, the Board of Trustees ratified Amendment #2, in the amount of \$90,000.00, to adjust the estimated total costs through the remainder of the 2018-2019 fiscal year, for a new total agreement amount of \$180,000.00.

At the Board meeting of August 21, 2019, the Board of Trustees ratified Amendment #3, in the amount of \$500,000.00, to adjust the final total cost through the end of the 2018-2019 fiscal year, for a new total agreement amount of \$680,000.00.

Amendment #4, in the amount of \$90,000, is required to adjust the final total through the end of the 2019-2020 fiscal year. The new total agreement amount is \$770,000.00.

Term of Agreement: January 7, 2019 through June 30, 2020

FISCAL IMPACT:

\$90,000.00 – 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 Amendment #4 to Agreement #18-175 with City Impact Inc.

ADDITIONAL MATERIALS:

Attached: [Amendment #4 \(1 Page\)](#)
[Amendment #3 \(1 Page\)](#)
[Amendment #2 \(1 Page\)](#)
[Amendment #1 \(1 Page\)](#)
[Agreement #18-175, City Impact Inc. \(19 Pages\)](#)

**AMENDMENT #4 TO AGREEMENT #18-175 with
City Impact Inc.
August 5, 2020**

At the Board Meeting of January 16, 2019, the Board of Trustees ratified Agreement #18-175 with City Impact Inc., in the amount of \$90,000.00, to provide individual and/or group therapy services, and clinical supervision to the Special Education Services Department.

At the Board meeting of April 3, 2019, the Board of Trustees ratified Amendment #1, at no additional cost, to add Social and Emotional Testing and Assessment Reporting services for the remainder of the fiscal year.

At the Board meeting of May 15, 2019, the Board of Trustees ratified Amendment #2, in the amount of \$90,000.00, to adjust the estimated total costs through the remainder of the 2018-2019 fiscal year, for a new total agreement amount of \$180,000.00.

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Amendment #4, in the amount of \$90,000, is required to adjust the final total through the end of the 2019-2020 fiscal year. The new total agreement amount is \$770,000.00.

CITY IMPACT, INC.:

By: _____
Betty A. Ham

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

AMENDMENT #3 TO AGREEMENT #18-175 with
City Impact Inc.
August 21, 2019

COPY

At the Board Meeting of January 16, 2019, the Board of Trustees ratified Agreement #18-175 with City Impact Inc., in the amount of \$90,000.00, to provide individual and/or group therapy services, and clinical supervision to the Special Education Services Department.

At the Board meeting of April 3, 2019, the Board of Trustees ratified Amendment #1, at no additional cost, to add Social and Emotional Testing and Assessment Reporting services for the remainder of the fiscal year.

At the Board meeting of May 15, 2019, the Board of Trustees ratified Amendment #2, in the amount of \$90,000.00, to adjust the estimated total costs through the remainder of the 2018-2019 fiscal year, for a new total agreement amount of \$180,000.00.

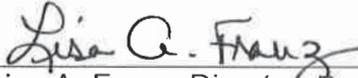
Amendment #3, in the amount of \$500,000.00, is required to adjust the final total cost through the end of the 2018-2019 fiscal year. The new total agreement amount is \$680,000.00.

CITY IMPACT, INC.:

By: 
Betty A. Ham

Date: 8/27/19

OXNARD SCHOOL DISTRICT:

By: 
Lisa A. Franz, Director, Purchasing

Date: 8-29-19

**AMENDMENT #2 TO AGREEMENT #18-175 with
City Impact, Inc.
May 15, 2019**

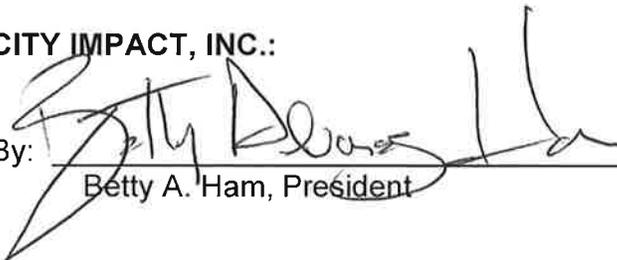
At the Board Meeting of January 16, 2019, the Board of Trustees ratified Agreement #18-175, in the amount of \$90,000.00, with City Impact, Inc. to provide individual and/or group therapy services, and clinical supervision to the Special Education Services Department.

At the Board meeting of April 3, 2019, the Board of Trustees ratified Amendment #2 to add Social and Emotional Testing and Assessment Reporting services for the remaining term of the agreement. The total amount of the agreement remained the same.

Amendment #2 in the amount of \$90,000.00 is required to adjust the total expected cost through the end of the agreement term. The new total agreement amount is \$180,000.00.

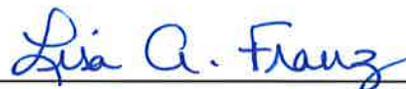
Term of Agreement: January 7, 2019 through June 30, 2020

CITY IMPACT, INC.:

By: 
Betty A. Ham, President

Date: 5/14/19

OXNARD SCHOOL DISTRICT:

By: 
Lisa A. Franz, Director, Purchasing

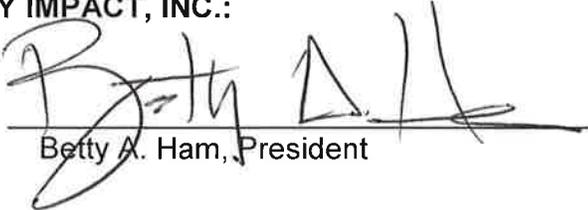
Date: 5-17-19

**AMENDMENT #1 TO AGREEMENT #18-175 with
City Impact, Inc.
April 3, 2019**

At the Board Meeting of January 16, 2019, the Board of Trustees ~~approved~~ ^{ratified} Agreement #18-175, in the amount of \$90,000.00, with City Impact, Inc. to provide individual and/or group therapy services, and clinical supervision to the Special Education Services Department.

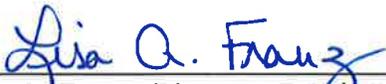
Amendment #1 is now required to add Social and Emotional Testing and Assessment Reporting services for the remainder of the fiscal year. The total amount of the agreement will remain the same.

CITY IMPACT, INC.:

By: 
Betty A. Ham, President

Date: 3/11/19

OXNARD SCHOOL DISTRICT:

By: 
Lisa A. Franz, Director, Purchasing

Date: 4-8-19



SCOPE OF WORK

1. Provide Individual Therapy – in school (English or Spanish)
2. Provide Group Therapy Services – in School (English or Spanish)
3. Attendance at IEP (when requested by School Psychologist or District Administration)
4. Provide Individual Therapy Services – (in home or City Impact Office (English or Spanish)
5. Provide Social and Emotional Testing and Assessment Report

**COUNSELING SERVICES
RATE SHEET**

SERVICE	RATE PER HOUR
Individual Therapy (in school) English	\$61.81
Individual Therapy (in school) Spanish	\$71.96
Group Therapy (in school) English	\$82.42
Group Therapy (in school) Spanish	\$89.54
Attendance at an IEP (English)	\$61.81
Attendance at an IEP (Spanish)	\$71.96
Counseling (in home/City Impact office) English	\$82.42
Counseling (in home/City Impact office) Spanish	\$89.54
Social and Emotional Testing and Assessment Report	\$90.00

OXNARD SCHOOL DISTRICT

Agreement #18-175

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 16th day of January, 2019 by and between the Oxnard School District (“District”) and City Impact Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **January 7, 2019** through **June 30, 2020** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Ninety Thousand Dollars (\$90,000.00), per attached Rate Sheets, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BAH (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.

BAH (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.

BAH (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.

BAH (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: City Impact Inc.
555 South A Street, Suite 185
Oxnard, CA 93030
Attn: Betty Alvarez Ham
Phone: (805) 983.3636
Fax: (805) 983.3636

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

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

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

26. **Administration.** 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

1-24-19
Date

Tax Identification Number: 95-6002318

CITY IMPACT INC.:

Benny Alvarez
Signature

Benny Alvarez Han, President
Typed Name/Title

1/22/19
Date

Tax Identification Number: 77-0388915

- Not Project Related
- Project #18-175

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-175

SERVICES

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

*Provide Individual Student and/or Group Therapy, as well as Staff Supervision for the Special Education Services Department during the 2018-2019 & 2019-2020 school years, per attached Rate Sheets.

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

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #18-175

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-175

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$90,000.00 per attached Rate Sheets

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 \$90,000.00, per attached Rate Sheets, as provided in Section 4 of this Agreement.

Not Project Related

Project #18-175

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-175

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #18-175

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #18-175

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-175

CONFLICT OF INTEREST CHECK

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

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

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

Date: 1-24-19
By: Lisa A. Franz
Lisa A. Franz
Director, Purchasing



SCOPE OF WORK

1. Provide Individual Therapy – in school (English or Spanish)
2. Provide Group Therapy Services – in School (English or Spanish)
3. Attendance at IEP (when requested by School Psychologist or District Administration)
4. Provide Individual Therapy Services – (in home or City Impact Office (English or Spanish)

**COUNSELING SERVICES
RATE SHEET**

SERVICE	RATE PER HOUR
Individual Therapy (in school) English	\$61.81
Individual Therapy (in school) Spanish	\$71.96
Group Therapy (in school) English	\$82.42
Group Therapy (in school) Spanish	\$89.54
Attendance at an IEP (English)	\$61.81
Attendance at an IEP (Spanish)	\$71.96
Counseling (in home/City Impact office) English	\$82.42
Counseling (in home/City Impact office) Spanish	\$89.54



SCOPE OF WORK

Provide Clinical Supervision for School Psychologist acquiring MFT hours. City Impact’s Clinical Supervisor is a Licensed Social Worker #14219 and is covered under California Board of Behavioral Science Examiners.

1. Clinical Supervision (Group – 2 hour)
2. Clinical Supervision (Individual – 1 hour)

Clinical Supervision (Group) (2 hour)	\$65.00 per hour
Clinical Supervision (Individual)	\$70.00

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 that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and 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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and 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" or "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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #2 to Agreement #19-38 – Alternative Behavior Strategies, LLC (DeGenna/Edwards)

At the Board Meeting of June 19, 2019, the Board of Trustees approved Agreement #19-38 with Alternative Behavior Strategies, LLC to provide consultant services to the special education services department during the 2019-2020 academic school year, in the not to exceed amount of \$60,000.00.

At the Board meeting of December 18, 2019, the Board of Trustees ratified Amendment #1, in the amount of \$515,070.00, to increase the number of students receiving support through the remainder of the fiscal year, for a new total agreement amount of \$575,070.00.

Amendment #2, in the amount of \$421,765.50, will increase the number of hours allocated for each student receiving support through the remainder of the fiscal year, for a new total agreement amount of \$996,835.50.

FISCAL IMPACT:

Not to exceed \$421,765.50 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #19-38 with Alternative Behavior Strategies, LLC.

ADDITIONAL MATERIALS:

- Attached:** [Amendment #2 \(1 Page\)](#)
- [Amendment #1 \(1 Page\)](#)
- [Agreement #19-38, Alternative Behavior Strategies LLC \(2 Pages\)](#)

**Amendment #2 to Agreement #19-38 with
Alternative Behavior Strategies, LLC
August 5, 2020**

At the Board Meeting of June 19, 2019, the Board of Trustees approved Agreement #19-38 with Alternative Behavior Strategies, LLC to provide consultant services to the special education services department during the 2019-2020 academic school year, in the not to exceed amount of \$60,000.00.

At the Board meeting of December 18, 2019, the Board of Trustees ratified Amendment #1, in the amount of \$515,070.00, to increase the number of students receiving support through the remainder of the fiscal year, for a new total agreement amount of \$575,070.00.

Amendment #2, in the amount of \$421,765.50, will increase the number of hours allocated for each student receiving support through the remainder of the fiscal year, for a new total agreement amount of \$996,835.50.

Alternative Behavior Strategies, LLC:

By: _____
Scott Revlin

Date: _____

Oxnard School District:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

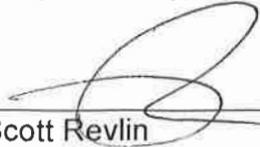
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**Amendment #1 to Agreement #19-38 with
Alternative Behavior Strategies, LLC
December 18, 2019**

At the Board Meeting of June 19, 2019, the Board of Trustees approved Agreement #19-38 with Alternative Behavior Strategies, LLC to provide consultant services to the special education services department during the 2019-2020 academic school year, in the not to exceed amount of \$60,000.00.

Amendment #1, in the amount of \$515,070.00, will increase the number of students receiving support through the remainder of the fiscal year, for a new total agreement amount of \$575,070.00.

Alternative Behavior Strategies, LLC:

By: 
Scott Revlin

Date: 11/26/19

Oxnard School District:

By: 
Lisa A. Franz, Director, Purchasing

Date: 12-19-19



**ABS SERVICES AGREEMENT
(School/District)**

This **AGREEMENT** is made and entered into this 19th day of June, 2019, by and between Oxnard School District, hereinafter called the "**School**" and Alternative Behavior Strategies, LLC hereinafter called the "**ABS**".

WHEREAS, ABS represents that it has specifically trained, experienced, and competent service providers to render the services in this Agreement; and

WHEREAS, School has determined that it has a need to enter into this Agreement with ABS for the services described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows;

1. **TERM OF AGREEMENT.** The term of this Agreement shall commence on 7/1/19 and continue for duration of the 2019-2020 school year.

2. **SCOPE OF WORK.** To provide Applied Behavioral Therapy and related services, including direct behavioral intervention, development, implementation, and supervision for such student(s) as School may request or be assigned for services. Attach additional description, proposals or contracts, if needed.

3. **CONTRACT PRICE.** School agrees to pay ABS the following fees for services rendered:

- a. *Behavior Intervention Implementation:* \$82/hour
- b. *Behavioral Intervention Development:* \$112/hour.
- c. Fees cover all of ABS' expenses, including supplies, travel, lodging, and meals.
- d. *Invoicing.* ABS will submit periodic invoices to the School at the following address:

Attn: Teresa Barron _____
Address: 1051 South A Street, Oxnard, CA 93030 _____

Payment shall be made to the ABS within thirty (30) days from date of the invoice. Where agreed upon in writing by the Parties, additional supporting documentation shall accompany the invoice and indicate, as applicable, any progress completed, milestone achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work, etc.

4. **ASSIGNMENT AND EMPLOYEE BENEFITS** No portion of this Agreement or any of the work to be performed hereunder may be assigned by ABS without written consent of the School, and without such consent all services hereunder are to be performed solely by ABS, its officers, agents, employees and affiliates. ABS shall be responsible for all salaries, payments and benefits for all of its officers, agents and employees in performing services pursuant to this Agreement.

5. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY** All products of work performed pursuant to this Agreement shall be the sole property of the School and no reproduction of any portions of the work may be made in any form without the written consent of the School. ABS shall hold in trust for the School and shall not disclose to any person, any confidential information. Confidential information is information which is related to the School's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documents.

6. **BACKGROUND CHECKS.** ABS certifies that each provider who renders services under this Agreement has undergone and passed a background check in accordance with ABS' background check policy. Such background check has not revealed any information that in the opinion of ABS should preclude said person from performing services under this Agreement. School shall provide notice of, and ABS agrees to comply with, any government mandated background check as such may be required by the School prior to the start of services.

7. **INSURANCE.** ABS shall provide and maintain for the duration of this Agreement, adequate insurance to fully protect both the ABS and the School from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the ABS is traveling to or from School property, or services-related location.

8. **HOLD HARMLESS LIMITATION OF LIABILITY.** School will hold harmless ABS, its officers, agents and employees from all liability, damages, costs and expense, including attorney's fees that may arise because of injury to person or property, including ABS property caused by, and/or arising from School's negligence or willful misconduct under this Agreement. Under no circumstances shall ABS be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with this Agreement. Without limiting the generality of the forgoing, ABS's aggregate liability to School (whether under contract, tort, statute or otherwise) shall not exceed six (6) months fees for services actually rendered.

9. **CONFIDENTIALITY.** ABS shall treat all student information, student related documentation provided by the School or student's Parent/Guardian in confidence and shall not reveal such information to anyone other than as reasonably required to perform the services under this Agreement.

10. **INDEPENDENT CONTRACTOR.** The relationship of ABS and the School established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any agency or employment relationship between ABS or any of its employees and the School or any of its employees. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

11. **TERMINATION.** School may terminate this Agreement at any time and for any reason by giving written notice to ABS specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination, ABS shall be paid for all services rendered up to the date of such termination.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

Alternative Behavior Strategies, LLC

BY: [Signature]
Name: Fernando SARRIA
Date: CFO

Oxnard School District (School)

BY: [Signature]
Name: Lisa A. Franz, Director, Purchasing
Date: 6-20-19

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #2 to Agreement #19-141 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Edwards)

At the Board Meeting of December 18, 2019, the Board of Trustees ratified Agreement #19-141 with the Ventura County Office of Education to provide exceptional services for three (3) special education students, for the 2019-2020 school year, including Extended School year, in the amount of \$95,140.37.

At the Board meeting of December 18, 2019, the Board of Trustees ratified Amendment #1, in the amount of \$171.06, to adjust the cost for one (1) student, for a new total agreement amount of \$95,311.97.

Amendment # 2, in the amount of \$4,654.65, is required to add additional support services for one (1) student through the end of the agreement term including Extended School year, for a new total Agreement of \$99,966.62.

FISCAL IMPACT:

\$4,654.65 - 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 #2 to Agreement #19-141 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$4,654.65.

ADDITIONAL MATERIALS:

Attached: [Amendment #2 \(1 Page\)](#)
[Amendment #1 \(1 Page\)](#)
[Agreement #19-141, Ventura County Office of Education \(3 Pages\)](#)



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **May 29, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, MA102113, a Special Education pupil who is a resident of DISTRICT and currently attends Dwire School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 5/29/2020 (IEP date~5/20/2020) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u>	UPCOMING: <u>2020-2021</u>
	<u>5/29/2020-6/12/2020</u> <u>8/21/2019-5/28/2020</u>	(ESY: <u>7/1/2020-7/10/2020</u>) <u>8/19/2020-5/20/2021</u>
ESTIMATED COSTS:	\$ <u>4,654.65</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **4,654.65**



Memorandum

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

ADDENDUM TO AGREEMENT (OX101-19/20)

October 28, 2019

Oxnard School District
Agreement # OX101-19/20

School attending: Foster
(MS110907)

Addendum to Special Circumstance Educational Support services as specified below:

Bus aide added to assist in transportation.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for 330 minutes a day and 60 minutes daily for transportation.

6. The term of this contract shall begin 10/29/2019 (IEP date~10/28/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> <u>8/14/2019-11/1/2019</u>
------------------------------------------------------------------	---------------------------------------------------------

Original Estimated Cost: \$13,449.15

Amount added/owed: \$171.60

New Total Estimated Cost: \$13,620.75

Requested by: [Signature]
Special Education Authorized Representative

Date: 10/29/19

Approved by: _____
(VCOE) Director, Business Services

Date: _____

Accepted by: _____
DOR Authorized Representative
Lisa A. Franz

Date: _____

Title: Director, Purchasing



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, MA102113, a Special Education pupil who is a resident of DISTRICT and currently attends Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day for 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~5/28/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> (ESY: <u>7/1/2019-7/5/2019</u> <u>8/21/2019-5/28/2020</u>)	UPCOMING: <u>2020-2021</u>
	\$ <u>38,992.42</u>	+

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz
Signature **Lisa A. Franz**

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: 12-19-19

Date: 1-6-2020

Estimated Cost \$ **38,992.42**

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective September 9, 2019 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JM111710, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day for 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 9/9/2019 (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u>	UPCOMING: <u>2020-2021</u>
	<u>09/9/2019-06/12/2020</u> (ESY: <u>06/15/2020-06/30/2020</u>)	(ESY: <u>07/01/2020-07/10/2020</u>) <u>08/20/2020-10/1/2020</u> ✓
ESTIMATED COSTS:	\$ <u>41,698.80</u>	+ \$ <u>8,043.75</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Lisa A. Franz
Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: 12-19-19

Date: 1-6-2020

Estimated Cost \$ 49,742.55



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **August 14, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, MS110907, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 330 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/14/2019 (IEP date~) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> 8/14/2019-11/1/2019	UPCOMING: <u>2020-2021</u>
------------------------------------------------------------------	--------------------------------------------------	----------------------------

ESTIMATED COSTS: \$ 13,449.15 + \$ _____

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

Lisa A. Franz
Signature (DOR Authorized Representative)
Lisa A. Franz

Title: Director, Purchasing

Date: 12-19-19

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]
Special Education Authorized Representative

Approved By: Lisa Clune
VCOE Business Services Authorized Representative

Date: 1-6-2020

Estimated Cost \$ 13,449.15

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #3 to Agreement #19-149 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Edwards)

At the Board Meeting of December 18, 2019, the Board of Trustees ratified Agreement #19-149 with the Ventura County Office of Education to provide exceptional services for sixteen (16) special education students, for the 2019-2020 school year, including Extended School year, in the amount of \$389,105.89.

At the Board meeting of December 18, 2019, the Board of Trustees ratified Amendment #1, in the amount of \$641.07, to provide services through June 20, 2020 for one (1) student, for a new total agreement amount of \$389,746.96.

At the Board meeting of January 15, 2020, the Board of Trustees ratified Amendment #2, in the amount of \$5,431.79, to add a bus aide to help with the transportation of one (1) student to and from school through the end of the agreement term, for a new total agreement amount of \$395,178.75.

Amendment #3, in the amount of \$8,215.35, is required to add additional support services for two (2) students through the end of the agreement term including Extended School year, for a new total Agreement of \$403,394.10.

FISCAL IMPACT:

\$8,215.35 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #3 to Agreement #19-149 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$8,215.35.

ADDITIONAL MATERIALS:

Attached: [Amendment #3 \(2 Pages\)](#)
[Amendment #2 \(1 Page\)](#)
[Amendment #1 \(1 Page\)](#)
[Agreement #19-149, Ventura County Office of Education \(16 Pages\)](#)



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **June 1, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, IR033009, 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, 1,650 minutes weekly. ESY will be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 6/1/2020 (IEP date~5/15/2020), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> <u>6/1/2020-6/10/2020</u> (ESY: <u>6/15/2020-6/30/2020</u>)	UPCOMING: <u>2020-2021</u> (ESY: <u>7/1/2020-7/10/2020</u> <u>8/19/2020-5/15/2021</u>)
	ESTIMATED COSTS: \$ <u>3,946.80</u>	+

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: [Signature]

Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____

Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 3,946.80



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **June 4, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JV120313, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstances educational support in the classroom for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 30 minutes daily during transportation for a total of 270 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 6/4/2020 (IEP date~) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> <u>6/4/2020-6/12/2020</u> (ESY: <u>6/15/2020-6/30/2020</u>)	UPCOMING: <u>2020-2021</u> (ESY: <u>7/1/2020-7/10/2020</u>) <u>8/19/2020-6/8/2021</u>
ESTIMATED COSTS:	\$ <u>4,268.55</u> +	\$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature-DOR Authorized Representative

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 4,268.55

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



Memorandum

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

ADDENDUM TO AGREEMENT (OX63B-18/19)

November 21, 2019

Oxnard School District
Agreement # OX63B-18/19

School attending: Dwire
#AC080310

Addendum to Special Circumstance Educational Support services as specified below:

Bus aide added to help with transportation of student to and from school.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day in the classroom for 330 minutes a day and 60 minutes during transportation for a total of 390 minutes daily. ESY will be provided at 240 minutes a day in the classroom and 60 minutes during transportation for a total of 300 minutes daily.**

6. The term of this contract shall begin **11/22/2019** (IEP date~11/21/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> (ESY: <u>7/1/2019-7/26/2019</u> <u>8/21/2019-12/13/2019</u>)
------------------------------------------------------------------	-----------------------------------------------------------------------------------------------

Original Estimated Cost: \$20,372.56

Amount added/owed: \$5,431.79

New Total Estimated Cost OX63B-18/19: \$25,804.35

Requested by: kg@dwire
Special Education Authorized Representative

Date: 11/22/19

Approved by: _____
(VCOE) Director, Business Services

Date: _____

Accepted by: _____
DOR Authorized Representative

Date: _____

Title: Director, Purchasing



Memorandum

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

ADDENDUM TO AGREEMENT (OX89B-18/19)

October 23, 2019

Oxnard School District
Agreement # OX89B-18/19

School attending: Dwire
(IO111109)

Addendum to Special Circumstance Educational Support services as specified below:

Bus aide added to help in transportation of student.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for 330 minutes in the class and for 60 minutes during transportation for a total of 390 minutes daily.

6. The term of this contract shall begin 10/24/2019 (IEP date~10/23/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> (ESY: <u>7/1/2019-7/26/2019</u> <u>8/21/2019-10/25/2019</u>)
------------------------------------------------------------------	-----------------------------------------------------------------------------------------------

Original Estimated Cost: \$13,794.78

Amount added/owed: \$641.07

New Total Estimated Cost for OX89B-18/19: \$14,435.85

Requested by: Regina Reed
Special Education Authorized Representative

Date: 10/24/19

Approved by: _____
(VCOE) Director, Business Services

Date: _____

Accepted by: _____
DOR Authorized Representative
Lisa A. Franz

Date: _____

Title: Director, Purchasing



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **October 7, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, KG062008, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 330 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **10/8/2019** (IEP date~10/7/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applicable)

CURRENT: 2019-2020
10/8/2019-12/20/2019

UPCOMING: 2020-2021

ESTIMATED COSTS:

\$ 11,325.60

+

\$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)
Lisa A. Franz

Accepted By: [Signature]

Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: _____

VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 11,325.60



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JA100109, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstances educational support during transportation to and from school for 60 minutes a day. ESY will be provided at 60 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 7/1/201 (IEP date~10/2/2018) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: CURRENT: <u>2018-2019</u> (including ESY, if applicable) \$ _____	+	UPCOMING: <u>2019-2020</u> (ESY: <u>7/1/2019-7/26/2019</u> <u>8/21/2019-10/2/2019</u>) \$ <u>1,979.52</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 1,979.52

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JB080313 a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes daily

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~4/29/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: CURRENT: <u>2018-2019</u> (including ESY, if applicable)	\$ _____	+	UPCOMING: <u>2019-2020</u> (ESY: <u>7/1/2019-7/26/2019</u> <u>8/21/2019-2/28/2020</u>) \$ <u>29,445.36</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)
Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 29,445.36



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, **NC092306**, a Special Education pupil who is a resident of DISTRICT and currently attends James Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day (330 minutes a day) and during transportation to and from school (60 minutes a day) for a total of 390 min daily. ESY will be calculated at 280 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 7/1/2019 (IEP date~12/18/2018) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: CURRENT: <u>2018-2019</u> (including ESY, if applicable) \$ _____ + \$ <u>23,286.99</u>	UPCOMING: <u>2019-2020</u> (ESY: <u>7/1/2019-7/5/2019</u> <u>8/14/2019-12/18/2019</u>)
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)
Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 23,286.99



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, AC070205, a Special Education pupil who is a resident of DISTRICT and currently attends, James Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for a total of 336 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~3/7/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u>
		(ESY: <u>7/1/19-7/5/2019</u>)
		<u>8/14/2019-10/31/2019</u>
(including ESY, if applicable)	\$ _____ +	\$ <u>13,592.70</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 13,592.70



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EG061410, a Special Education pupil who is a resident of DISTRICT and currently attends Triton School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for 1944 minutes a week. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/18/2019 (IEP date~1/17/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: PREVIOUS: <u>2018-2019</u> (including ESY, if applicable) \$ _____ + \$ <u>24,443.77</u>	UPCOMING: <u>2019-2020</u> (ESY: <u>7/1/2019-7/5/2019</u> <u>8/21/2019-1/17/2020</u>)
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature-DOR Authorized Representative
Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 24,443.77

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, ML122906, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 370 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~10/10/2018) 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:	PREVIOUS: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u>
		(ESY: <u>7/1/2019-7/5/2019</u>)
		<u>8/14/2019- 10/10/2019</u>
(including ESY, if applicable)	\$ _____	+ \$ <u>11,087.37</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: [Signature]
Special Education Authorized Representative

Lisa A. Franz

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 11,087.37



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, OL083008, a Special Education pupil who is a resident of DISTRICT and currently attends Douglas Penfield School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance support throughout the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~2/12/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	PREVIOUS: <u>2018-2019</u>		UPCOMING: <u>2019-2020</u>
			(ESY: <u>7/1/2019-7/12/2019</u>
			<u>8/21/2019-2/12/2020</u>
(including ESY, if applicable)	\$ _____	+	\$ <u>24,847.10</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)
Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 24,847.10

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, IO111109 a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances Educational Support through out the school day for 330 minutes daily. ESY will be calculated at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~10/25/2018) 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:	PREVIOUS: <u>2018-2019</u>	CURRENT: <u>2019-2020</u> (ESY: <u>7/1/2019-7/26/2019</u> <u>8/21/2019-10/25/2019</u>)
(including ESY, if applicable)	\$ _____	+ \$ <u>13,794.78</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 13,794.78

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **June 6, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, DP092713 a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 300 minutes a day for last day of school, 6/6/2019 and will be provided at 330 mintues daily for the 2019/2020 school year. ESY will be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 6/6/2019 (IEP date~6/5/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u>
	<u>6/6/2019 (last day of school)</u>	<u>(ESY: 7/1/19-7/26/19)</u>
		<u>8/21/2019-6/5/2020</u>
(including ESY, if applicable)	\$ <u>206.20</u>	+ \$ <u>42,827.74</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

HUENEME ELEMENTARY SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 43,033.94



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, RR103108, a Special Education pupil who is a resident of DISTRICT and currently attends, Sunkist School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~1/22/2019), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	PREVIOUS: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u>
		(ESY: <u>7/1/2019-7/5/2019</u>)
		<u>8/21/2019-1/22/2020</u>
(including ESY, if applicable)	\$ _____ +	\$ <u>21,300.46</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 21,300.46

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, AC080310, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45-day notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~12/13/2018) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u>
		(ESY: <u>7/1/2019-7/26/2019</u>)
		<u>8/21/2019-12/13/2019</u>
(including ESY, if applicable)	\$ _____ +	\$ <u>20,372.56</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 20,372.56

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **June 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, IR033009 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, 1650 minutes a week. ESY will be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 6/1/2019 (IEP date~5/29/2019), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:		CURRENT: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u>
		6/1/2019-6/7/2019	(ESY: 7/1/2019-7/5/2019)
		(ESY: 6/10/2019-6/28/2019)	8/21/2019-5/30/2020
(including ESY, if applicable)	\$	<u>3,608.50</u>	+ \$ <u>39,672.88</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 43,281.38



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 6, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JS082305, a Special Education pupil who is a resident of DISTRICT and currently attends, **Triton Academy**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day for a total of 1944 minutes weekly. ESY will be provided at 240 minutes a day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 2/6/2019 (IEP date~2/5/2019), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	PREVIOUS: 2018-2019 2/6/2019-6/7/2019 (ESY: 6/10/2019-6/28/2019)	CURRENT: 2019-2020 (ESY: 7/1/2019-7/5/2019) 8/14/2019-2/5/2020
ESTIMATED COSTS	\$ _____	+ \$ <u>29,597.58</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature **Lisa A. Franz**

Accepted By: 
Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **29,597.58**



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, **JS010805** a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster** School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support during transportation to and from school for 390 minutes a day. ESY will be provided at 300 minutes per day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2019 (IEP date~4/3/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2018-2019</u>	UPCOMING: <u>2019-2020</u>
		(ESY: <u>7/1/2019-7/5/2019</u>)
		<u>8/14/2019-4/3/2020</u>
(including ESY, if applicable)	\$ _____	+ \$ <u>39,157.38</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature **Lisa A. Franz**

Accepted By: Ryan DeLeon
Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **39,157.38**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Special Education Agreement

**Ratification of Amendment #2 to Agreement #19-154 – Autism Learning Partners LLC
(DeGenna/Edwards)**

At the Board meeting of December 18, 2019, the Board of Trustees ratified Agreement #19-154 with Autism Learning Partners, LLC, in the amount of \$460,000.00, to provide 1:1 Behavior Support Services to students, parents, and staff during the 2019-2020 academic year. Services included:

- Focused ABA Services
- Social Skills Instruction
- ABA Progress Reporting, Training & Development
- Transition Planning for students demonstrating progress
- Positive collaboration with schools, parents and staff

At the Board meeting of June 3, 2020, the Board of Trustees ratified Amendment #1, in the amount of \$120,000.00, to increase the amount of hours/students supported through the remainder of the fiscal year, for a new total agreement amount of \$580,000.00.

Amendment #2, in the amount of \$50,000.00, is required to adjust the final total through the end of the 2019-2020 fiscal year. The new total agreement amount is \$630,000.00.

FISCAL IMPACT:

Not to exceed \$50,000.00 – 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 Amendment #2 to Agreement #19-154 with Autism Learning Partners LLC.

ADDITIONAL MATERIALS:

- Attached:** [Amendment #2 \(1 Page\)](#)
[Amendment #1 \(1 Page\)](#)
[Agreement #19-154, Autism Learning Partners LLC \(25 Pages\)](#)

**Amendment #2 to Agreement #19-154 with
Autism Learning Partners, LLC
August 5, 2020**

At the Board meeting of December 18, 2019, the Board of Trustees ratified Agreement #19-154 with Autism Learning Partners, LLC, in the amount of \$460,000.00, to provide 1:1 Behavior Support Services to students, parents, and staff during the 2019-2020 academic year. Services included:

- Focused ABA Services
- Social Skills Instruction
- ABA Progress Reporting, Training & Development
- Transition Planning for students demonstrating progress
- Positive collaboration with schools, parents and staff

At the Board meeting of June 3, 2020, the Board of Trustees ratified Amendment #1, in the amount of \$120,000.00, to increase the amount of hours/students supported through the remainder of the fiscal year, for a new total agreement amount of \$580,000.00.

Amendment #2, in the amount of \$50,000.00, is required to adjust the final total through the end of the 2019-2020 fiscal year. The new total agreement amount is \$630,000.00.

AUTISM LEARNING PARTNERS, LLC:

By: _____
Vanessa Gonzales, Director of Contracting

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

**Amendment #1 to Agreement #19-154 with
Autism Learning Partners, LLC
June 3, 2020**

At the Board meeting of December 18, 2019, the Board of Trustees ratified Agreement #19-154 with Autism Learning Partners, LLC, in the amount of \$460,000.00, to provide 1:1 Behavior Support Services to students, parents, and staff during the 2019-2020 academic year. Services included:

- Focused ABA Services
- Social Skills Instruction
- ABA Progress Reporting, Training & Development
- Transition Planning for students demonstrating progress
- Positive collaboration with schools, parents and staff

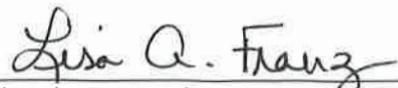
Amendment #1, in the amount of \$120,000.00, will increase the amount of hours/students supported through the remainder of the fiscal year, for a new total agreement amount of \$580,000.00.

AUTISM LEARNING PARTNERS, LLC:

By: 
Vanessa Gonzales, Director of Contracting

Date: 6/3/2020

OXNARD SCHOOL DISTRICT:

By: 
Lisa A. Franz, Director, Purchasing

Date: 6-12-2020

OXNARD SCHOOL DISTRICT

Agreement #19-154

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 18th day of December 2019 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 August 21, 2019 through June 30, 2020 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Four Hundred Sixty Thousand Dollars (\$460,000.00), 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 does not qualify as a "designated employee".

WJ (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.

WJ (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.

WJ (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.

KS (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: Katrina Madden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Autism Learning Partners LLC
1055 E. Colorado Blvd., Suite 560
Pasadena, CA 91106
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.** **KATRINA MADDEN** 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

1-13-2020

Date

Tax Identification Number: 95-6002318

AUTISM LEARNING PARTNERS LLC:

Vanessa Gonzalez

Signature

Vanessa Gonzalez Dir of Contracting
Typed Name/Title

4/19/19

Date

Tax Identification Number: 26 349 4212

- Not Project Related
- Project #19-154

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-154

SERVICES

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

***PER ATTACHED 2019-2020 PROPOSAL/RATE SHEET**

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

***PER ATTACHED 2019-2020 PROPOSAL/RATE SHEET**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

Not Project Related

Project #19-154

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-154

COMPENSATION

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

Total compensation shall not exceed Four Hundred Sixty Thousand Dollars (\$460,000.00), per the attached 2019-2020 Proposal/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 \$460,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-154

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

Not Project Related

Project #19-154

Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

- Not Project Related
- Project #19-154

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-154

CONFLICT OF INTEREST CHECK

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

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

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

Date: 1-13-2020

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

Description of Services

1055 E. Colorado Blvd
STE #560
Pasadena, CA 91106

AUTISM LEARNING PARTNERS

Autism Learning Partners (ALP) is a company that specializes in treating Autism and related disorders with a behavior therapy program that is based on scientifically validated principals of applied behavior analysis (ABA). ALP staff is fully trained in ABA principals as well as safety-care to equip them to manage escalated behaviors and minimize situations to keep everyone safe. The behavior intervention is designed by employed Board Certified Behavior Analysts (BCBAs) who supervise over the Behavior Technicians (BTs) who implement the 1:1 services with individuals in home and school settings.

ALP's program is specifically designed to meet each child's needs and endeavors to respect the dignity and worth of each child; promote their capabilities; and expand each child's opportunities to function in everyday society. At ALP, we emphasize functional assessments, parent involvement, and social-peer interaction. The program consists of providing a variety of specific behavior therapy techniques— including but not limited to— prompting, fading, positive and differential reinforcement, instructional support, and discrete trial training. At ALP we emphasize close coordination with school personnel, as well as parent training and support. Autism Learning Partners will utilize behavioral intervention based on positive behavior supports to address challenging behaviors during treatment. ALP intervention is designed to increase positive and adaptive behaviors while reducing problem behaviors that impact a child's ability to engage functionally in his/her environment. ALP utilizes the least restrictive procedures to address problem behaviors as well as positive behavior change procedures when possible.

When challenging behaviors occur, the following guidelines are utilized by ALP behavioral intervention staff:

The "first line" strategy will be for the Clinical Supervisor to conduct a thorough functional assessment of behaviors to guide behavior and program modification.

Positive behavior support plans should be reviewed with the Clinical Director before implementation and will be implemented based on assessment. These plans will include the use of non-restrictive procedures to improve behavior.

Non-restrictive procedures utilized by ALP may include Instructional Control, Differential Reinforcement, Behavioral Contracts/Point Systems/Token Economies, Functional Communication Training, and Verbal Redirection.

Under the direction of the Clinical Director and funding source guidelines for use of restrictive procedures, ALP Clinical Supervisors may also write behavior support plans that include additional behavior reduction strategies (Level 1). Additionally, the Clinical Supervisor will revise programming to address ineffective strategies currently in place. If the use of Level 1 behavior reduction strategies is determined necessary, the Case Supervisor may write behavior support plans to use during sessions.

1055 E. Colorado Blvd
STE #560
Pasadena, CA 91106

AUTISM LEARNING PARTNERS

If further behavior reduction strategies (Level 2) are determined necessary, a functional assessment and written treatment plan to implement such procedures will be discussed with the Clinical Director prior to implementation. These procedures will be used to address more than “typical” behavioral concerns with a client, it may be necessary to present the case and behavior plan to ALP’s Interdisciplinary Review Team (IRT) for further guidance. If approved by the Clinical Director and/or IRT, the behavior plan must be submitted to the child’s family and funding source contact for approval. Approval from all parties is required prior to the implementation of Level 2 strategies and implementation of these procedures would be specified in a written behavior support plan.

Emergency procedures (Level 3): Emergency procedures will only be utilized by staff to prevent a severe problem behavior. “Severe problem behavior” refers to behaviors which are self-injurious and may cause significant and/or permanent damage, assaultive, or cause property damage which may be a danger to the client or others in the environment.

It may be necessary to submit an incident report to the funding source if emergency procedures are implemented. When in doubt, it is best to immediately contact the funding agency to discuss further or submit an incident report anyway. If an incident report is submitted, it also may be necessary to contact the ALP interdisciplinary Review Team (IRT) and/or ALP Human Resource Department. These instances should be reviewed with the Clinical Director to assist in determining the inclusion of IRT and/or Human Resources.

Autism Learning Partners offers applied behavior analysis services to individuals in a 1:1 capacity, with regards to social and community interactions, classroom conduct, attention to school work, following directions and other behavioral goals as outlined in the students’ individual education program. Our programs generally serve individuals diagnosed with autism or other developmental disabilities and delays. The company understands that these disabilities can be difficult to bear alone. Thus, as a company, we pride ourselves in our exceptional staff who aim to work together with specialists, families, and schools to achieve the best possible outcome for each of our students.

1055 E. Colorado Blvd
STE #560
Pasadena, CA 91106

2019 NPA SPECIAL EDUCATION AND RELATED FEES

Autism Learning Partners, LLC

9/28/2018

NPA Name

Date

Related Services	Service Abbreviation	Fees			Time Allotment (hour, day, or month)
		Individual	Group	Consult	
Adapted Physical Education - 5 CCR § 3051.5	APE				
Assistive Technology Services - 5 CCR § 3051.19	ATS				
Audiological Services - 5 CCR § 3051.2	AS				
Behavior Intervention – Design or Planning - 5 CCR § 3051.23	BID	\$120.00		\$120.00	Per Hour
Behavior Intervention – Implementation - 5 CCR § 3051.23	BII	\$55.00		\$55.00	Per Hour
Counseling and Guidance Services - 5 CCR § 3051.9	CG				
Early Education Programs for Children with Disabilities - 5 CCR § 3051.20	EE				
Health and Nursing Services - 5 CCR § 3051.12	HNS				
Language and Speech Development and Remediation - 5 CCR § 3051.1	LSDR				
Music Therapy - 5 CCR § 3051.21	MT				
Occupational Therapy Services - 5 CCR § 3051.6	OT				
Orientation and Mobility Instruction - 5 CCR § 3051.3	OM				
Parent Counseling and Training - 5 CCR § 3051.11	PCT				
Physical Therapy Services - 5 CCR § 3051.6	PT				
Psychological Services Other Than Assessment and IEP Development - 5 CCR § 3051.10	PS				
Recreation Services - 5 CCR § 3051.15	RS				
Social Worker Services - 5 CCR § 3051.13	SW				
Specialized Driver Training Instruction - 5 CCR § 3051.8	SDTI				
Specialized Services for Low Incidence - 5 CCR § 3051.16 <i>(MUST Identify Below) -</i>	LI				
<i>Briefly name Low Incidence:</i>					
Specially Designed Vocational Education and Career Development - 5 CCR § 3051.14	VECD				
Transcription Services - 5 CCR § 3051.22	TS				
Vision Services - CCR § 3051.7	VS				
Other Related Service - 5 CCR § 3051.24 <i>(MUST Identify Below)*</i>	OTH*				
<i>Name Other Service:</i>					

* NOTE: A service listed in this section must have staff who possess a license issued by an entity within the Department of Consumer Affairs or state licensing office; or credential issued by the California Commission on Teacher Credentialing authorizing the service and must be included in section NPA04 of this application packet.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2019

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

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

PRODUCER SullivanCurtisMonroe Insurance Services (LA) 1920 Main Street Suite 600 Irvine, CA 92614 www.SullivanCurtisMonroe.com License # 0E83670		CONTACT NAME: Josie Chaney PHONE: (A/C, No, Ext): 213 233 0428 E-MAIL ADDRESS: JChaney@sullicurt.com FAX (A/C, No): 213 892-1593	
INSURED Autism Learning Partners, LLC (See Named Insured schedule for addn'l names) 1055 E. Colorado Blvd, #500 Pasadena CA 91106		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance Co INSURER B: Security National Insurance Company INSURER C: Milford Casualty Insurance Company INSURER D: Wesco Insurance Company INSURER E: Technology Insurance Company, Inc INSURER F: Hudson Excess Insurance Company	NAIC # 18058 33120 26662 25011 42376 14484

COVERAGES

CERTIFICATE NUMBER: 51062228

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	ADDITIONAL INSURED	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap - WA and OI GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>		PHPK2029820	9/1/2019	9/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OF AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2029820	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB691208	9/1/2019	9/1/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SWC1257802 - All States	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	MWC1028262 - CO	9/1/2019	9/1/2020	E.L. EACH ACCIDENT \$1,000,000
D				WWC3431172 - NY	9/1/2019	9/1/2020	E.L. DISEASE - EA EMPLOYEE \$1,000,000
E	If yes, describe under DESCRIPTION OF OPERATIONS below			TWC3824173 - AZ	9/1/2019	9/1/2020	E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			PHPK2029820	9/1/2019	9/1/2020	\$1,000,000 occ / \$3,000,000 agg
A	Sexual or Physical Abuse/Molestation			PHPK2029820	9/1/2019	9/1/2020	\$1,000,000 occ / \$2,000,000 agg
F	Cyber Liability			CYB100354100	9/1/2019	9/1/2020	\$1,000,000 occ / \$1,000,000 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**CANCELLATION**Oxnard School District
1051 South A St
Oxnard CA 93030

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

AUTHORIZED REPRESENTATIVE

Gohar Petiryan

Gohar Petiryan

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ADDITIONAL REMARKS SCHEDULE

AGENCY SullivanCurtisMonroe Insurance Services (LA)		NAMED INSURED Autism Learning Partners, LLC (See Named Insured schedule for additional names) 10951 Colorado Blvd. #500 Pasadena CA 91106	
POLICY NUMBER PHPK2029820		EFFECTIVE DATE: 9/1/2019	
CARRIER Philadelphia Indemnity Insurance Co	NAIC CODE 18058		

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:

- ALP Holding Corp.
- Autism Learning Partners, LLC
- Pacific Child & Family Associates, LLC
- 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: Autism Learning Partners
- Aspire Autism, LLC
- Proof Positive ABA Therapies, LLC
- Autism Continuum Therapies, LLC
- Autism Learning Partners Holdings, LLC
- A is for Apple, Inc.
- Rachael Schneider Licensed Behavior Analyst, PLLC
- Brenda Monterie B.C.B.A. & Associates, Inc.
- dba: National Behavioral Care
- PCHA Speech Therapy Associates, Inc.

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 entirety 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. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Academic Agreement

Ratification of Amendment #1 to Agreement #19-163 with Ventura County Office of Education (DeGenna/Valdes)

On December 18, 2019 the Board of Trustees ratified Agreement #19-163, authorizing the Oxnard School District - Early Childhood Education Programs to participate in the Rising Stars Quality Rating Improvement System (QRIS) Block Grant; enhancement supports provided by Ventura County Office of Education (VCOE), in the amount of \$39,600.00. Amendment #1 in the amount of \$8,400.00, increases the funding the district receives for participating in QRIS, for a new total agreement amount of \$48,000.00.

Term of the Agreement: October 1, 2019 to September 30, 2020

FISCAL IMPACT:

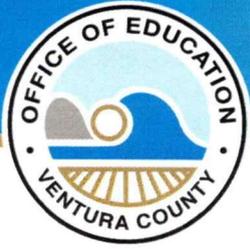
\$8,400.00 - Additional funding to the Oxnard School District from the Ventura County Office of Education

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Early Childhood Education Programs, that the Board of Trustees ratify Amendment #1 to Agreement #19-163 with Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)
[Agreement #19-163, Ventura County Office of Education \(28 Pages\)](#)



VENTURA COUNTY OFFICE OF EDUCATION

Stanley C. Mantooh, County Superintendent of Schools

ADDENDUM #1 TO OSD AGREEMENT #19-163

ADDENDUM TO AGREEMENT

CONTRACT C20-00186 - ADDENDUM #1

Oxnard School District
October 2019 – September 2020

This addendum adds the following to the contract:

- (1) Add \$8,400.00 - Increase in Block Grant award amount

All other terms and conditions of the original Agreement remain the same.

Original Agreement amount: \$39,600.00
Addendum not to exceed: \$8,400.00
Revised Agreement not to exceed amount: \$48,000.00

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06082020 *je*

Ventura County Office of Education:

Mabel Muñoz Date: 6/3/2020
Mabel Muñoz, Director, Early Childhood Programs

Lisa Cline Date: 6-5-2020
Lisa Cline, Executive Director, Internal Business Services

Oxnard School District:

Date: _____
Lisa Franz, Director



Ventura County Office of Education SHORT FORM SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into this 1st day of Oct. 2019 by and between **Ventura County Office of Education** (hereinafter referred to as "Superintendent") and Oxnard School District (hereinafter referred to as "Provider").

Oxnard School District

Provider
1051 South A Street
Street Address

Tax Identification or Social Security Number
Oxnard, CA 93030
City, State, Zip

SERVICES.

See Attached Statement of Work

Description of Services to be performed	Hour(s) of Service	Location
<u>October 1, 2019 - Sept. 30, 2020</u>	<u>N/A</u>	<u>See Statement of Work</u>

FEES.

Compensation for Services \$ 39,600.00
 *Please indicate Honorarium/Per-day/Hour/Session/Quarter/Lump sum

Covered Expenses Yes (Itemize below) No \$ 0.00
 *Original itemized receipts required

Total not to exceed \$ 39,600.00

ENCUMBERED
1023190e

PROVIDER REQUIREMENTS.

- W-9
- Signed IRS 20 Factor Checklist
- Signed Travel policy
- Other
- Certificates of Insurance
- Fingerprint Certification
- Out-of-State Withholding waiver (See Tax Notice)

CONDITIONS. Provider will have no obligation to provide services until Superintendent returns a signed copy of this Agreement.

NATURE OF RELATIONSHIP. The parties agree the relationship created by this Agreement is that of independent contractor.

AUTHORITY. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

SUBCONTRACTING. None of the services covered by this contract shall be subcontracted without the prior written consent of the Superintendent. The Provider shall be as fully responsible to the Superintendent for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

TERMINATION OR AMENDMENT. This Agreement may be amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

CANCELLATION CLAUSE. No payment shall be provided if the stated activity is cancelled for whatever reason with a minimum of seven (7) calendar days notice prior to the scheduled date.

PAYMENT. Upon proper invoicing, payment will be made within 30 days of approval by the Program Manager designated below.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

GOVERNING LAW AND VENUES. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

COPYRIGHT. Provider hereby agrees that Superintendent shall be the sole owner of the copyright for any publications, writings, materials or product developed by or as a result of this Agreement. Provider shall maintain the confidentiality of any such materials produced..

DISPUTE RESOLUTION. Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association.

ATTORNEYS FEES. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys fees and costs incurred in connection with such actions or proceeding.

INSURANCE. Provider is required to provide insurance coverage limits specified on "REQUIRED LIMITS OF INSURANCE FOR INDEPENDENT CONTRACTORS."

INDEMNIFICATION. Provider agrees to defend, indemnify, and hold harmless Superintendent, 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 Superintendent, or loss or theft of such Property, done or caused by such persons. Superintendent assumes no responsibility whatsoever for any property placed on Superintendent 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 Superintendent. The provisions of this indemnification do not apply to any damage or losses caused solely by the negligence of the Superintendent or any of its officers, agents, employees, and/or volunteers.

ACKNOWLEDGEMENT AND AGREEMENT I have read this agreement and agree to its terms

IRS 20 FACTOR CHECKLIST

Below are the 20 factors used by the IRS to determine whether the control over a worker is sufficient to constitute an employer-employee relationship. If the relationship is an Independent Contractor, you should only be concerned with the results of the work, not the way in which it is performed. Though these rules are intended only as a guide (the IRS says the importance of each factor depends on the individual circumstances) they should be helpful in determining whether enough control is exercised to show an employer-employee relationship.

If you answer "YES" to all of the first four questions, you're probably dealing with an independent contractor; "YES" to any of questions 5 through 20 means your worker is probably an employee.

1. Profit or loss. Can the worker make a profit or suffer a loss as a result of the work aside from the money earned from the project? (This should involve real economic risk - not just the risk of not getting paid.)
2. Investment. Does the worker have an investment in the equipment and facilities used to do the work? (The greater the investment, the more likely independent contractor status.)
3. Works for more than one firm. Does the person work for more than one company at a time? (This tends to indicate independent contractor status, but employees can also work for more than one business.)
4. Services offered to the general public. Does the worker offer services to the general public?
5. Instructions. Do you have the right to give the worker instructions about when, where, and how to work? (This shows control over the worker.)
6. Training. Do you train the worker to do the job in a particular way? (Independent contractors are already trained.)
7. Integration. Are the worker's services so important to your business that they have become a necessary part of the business? (This may show that the worker is subject to your control.)
8. Services rendered personally. Must the worker provide the services personally, as opposed to delegating tasks to someone else? (This indicates that you are interested in the methods employed, and not just the results.)
9. Hiring assistants. Do you hire, supervise, and pay the worker's assistants? (Independent contractors hire and pay their own staffs.)
10. Continuing relationship. Is there an ongoing relationship between the worker and yourself? (A relationship can be considered ongoing if services are performed frequently, but irregularly.)
11. Work hours. Do you set the worker's hours? (Independent contractors are masters of their own time.)
12. Full-time work. Must the worker spend all of his or her time on your job? (Independent contractors choose when and where they will work.)
13. Work done on premises. Must the individual work on your premises, or do you control the route or location where the work must be performed? (Answering no doesn't by itself mean independent contractor status.)
14. Sequence. Do you have the right to determine the order in which services are performed? (This shows control over the worker.)
15. Reports. Must the worker give you reports accounting for his or her actions? (This may tend to show lack of independence.)
16. Pay schedules. Do you pay the worker by the hour, week, or month? (Independent contractors are generally paid by the job or on commission, although by industry practice, some are paid by the hour.)
17. Expenses. Do you pay the worker's business or travel costs? (This tends to show control.)
18. Tools and materials. Do you provide the worker with equipment, tools or materials? (Independent contractors generally supply the materials for the job and use their own tools and equipment.)
19. Right to fire. Can you fire the worker? (An independent contractor can't be fired without subjecting you to the risk of a breach of contract lawsuit, so long as the results meet specifications.)
20. Worker's right to quit. Can the worker quit at any time, without incurring liability? (An independent contractor has a legal obligation to complete the contract.)

By affixing my initials below, I certify I have reviewed the above "checklist."

Program Manager

Contractor

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STATEMENT OF WORK
OCTOBER 1, 2019 – SEPTEMBER 30, 2020
CONTRACT # C20-00186

Oxnard School District (hereinafter referred to as “PROVIDER”) is eligible to receive a CSPP-CMIG QRIS Block Grant for sustaining high-quality preschools at each state-funded site that is rated Tier 4 or higher on the *VC Rising Stars Quality Rating and Improvement System Quality Continuum Framework* (see Exhibit A).

FUNDING

Block Grant funding is not guaranteed and is based on the availability of funding from the California Department of Education, Early Learning and Care Division. Funding received from the Block Grant is to be used to support high-quality preschool programs serving children between the ages of 3 and 5 years old.

Center-based sites, rated at Tier 4, will receive \$120 per child for up to 20 children per session and sites, rated at Tier 5, will receive \$220 per child for up to 20 children per session. Full-day classroom sessions will receive an increase adjustment of .5, to be added to the base Block Grant amount. Sites rated at Tier 3 or lower will receive a \$2,000 Quality Improvement (QI) stipend. These QI stipends must be utilized in support of the sites QI plan.

The **actual** Block Grant amount, in the Table I below, is based on the 2018-2019 ratings received for the identified participating site(s). These ratings will expire two years from the rating date, unless there is a trigger for reconsideration. Trigger for reconsideration includes changes to the site license.

Table I

2018-19 Ratings	Participation Site(s)	Actual Allocation								
		# of Sessions	Part-Day Children	Full-Day Children	Allocation	Part-Day Total	Full-Day Total	Full-Day Adjustment	Adjustment Total	Total
4	Driffill Preschool	2	40		\$120	\$4,800	\$0	0.5	\$0	\$4,800
5	Harrington	2	40		\$220	\$8,800	\$0	0.5	\$0	\$8,800
4	McKinna Preschool	2	40		\$120	\$4,800	\$0	0.5	\$0	\$4,800
4	Ritchen	2	40		\$120	\$4,800	\$0	0.5	\$0	\$4,800
4	Rose Avenue Preschool	2	40		\$120	\$4,800	\$0	0.5	\$0	\$4,800
4	San Miguel Preschool	2	40		\$120	\$4,800	\$0	0.5	\$0	\$4,800
4	Sierra Linda	2	40		\$120	\$4,800	\$0	0.5	\$0	\$4,800
N/A	Ramona	Quality Improvement Stipend								\$2,000
TOTAL ACTUAL AMOUNT:										\$39,600

QUALITY ASSURANCES

The PROVIDER agrees to the following:

- Independent assessment using The Classroom Assessment Scoring System (CLASS), if deemed appropriate
- Independent assessment using the Environment Rating Scale (ERS), if deemed appropriate
- Post Evaluation Notices (Exhibit B) prior to any CLASS and/or ERS assessment(s) in or near classroom(s) to inform providers, teachers, and parents about the use of data collected during assessment(s)
- Develop and implement a quality improvement plan

- Participate in ongoing evaluation, including participating in focus groups, or other methods determined by the quality improvement/evaluation plan, and
- Maintain “good standing” status with Community Care Licensing (CCL); notify the Technical Assistant Specialist if cited by CCL, within 2 weeks of the citation.

DATA COLLECTION

The PROVIDER will implement the web-based iPinwheel Data System. The iPinwheel Data System will store and track data from sites participating in the QRIS Block Grant. The PROVIDER will identify an Agency Administrator and a Data Representative to facilitate the implementation of iPinwheel and provide the following data:

- Child Demographics (twice per year, Fall and Spring)
- DRDP data (twice per year, Fall and Spring), and
- Staff Demographics, Education and Professional Development (no later than 30 days prior to rating).

Data may be synched or exported from PROVIDER’s data system and imported into iPinwheel using a script or mapping file provided by Early Quality Systems, Inc. (EQS). Information/data not provided by the PROVIDER’s data system will need to be entered manually.

DATA PRIVACY COMPLIANCE

California local educational agencies, such as SUPERINTENDENT, and technology service providers, such as Early Quality Systems, Inc. (EQS), (third-party Consultant) are required by federal and state laws to protect certain data, including but not limited to financial, health, and educational records. Early Quality Systems, Inc.’s services must implement procedures and protective measures to assure compliance with current federal and state privacy requirements, including but not limited to California Assembly Bill 1584, California Assembly Bill 1442, the Student Online Personal Information Protection Act (“SOPIPA”), the Family Educational Rights and Privacy Act (“FERPA”), the Children’s Online Privacy Protection Act (“COPPA”), and the Children’s Internet Protection Act (“CIPA”).

- **Attachment A, Technology Services Agreement**, is hereby incorporated into, and made a part of the Agreement by this reference outlining of how the SUPERINTENDENT and Early Quality Systems, Inc. will jointly ensure compliance with the federal Family Educational Rights and Privacy Act.

A contract that fails to comply with the requirements of this section shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the contract. All parties subject to a contract voided under this subdivision shall return all pupil records in their possession to the SUPERINTENDENT.

PROVIDER is responsible for obtaining consent and authorization for sharing data with VCOE’s iPinwheel Database from parent/guardian (child data) and site staff (see “Data Collection”).

INVOICING

Block Grant payments will be processed after **March 1, 2020**. Invoices must be submitted to:

Early Childhood Programs
Ventura County Office of Education
5100 Adolfo Rd.
Camarillo, CA 93012

REPORTING

The PROVIDER is responsible for reporting expenditures for all funding received through the Block Grant. The PROVIDER will provide a hard copy and electronic copy of the *Block Grant Expenditure Report* (see Exhibit C). Expenditure reports are due **October 9, 2020**.

ATTACHMENTS

1. *Attachment A – Technology Services Agreement for California Assembly Bill 1584 Compliance*
2. *Exhibit A – VC Rising Stars Quality Rating and Improvement System Quality Continuum Framework*
3. *Exhibit B – Quality Counts California (QCC) Evaluation Notices*
4. *Exhibit C – Block Grant Expenditure Report*

**ATTACHMENT A
TECHNOLOGY SERVICES AGREEMENT FOR
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE**

This Agreement is entered into between the **Ventura County Office of Education** ("Superintendent") and **Early Quality Systems, Inc., third-party Consultant** ("Consultant") on **July 1, 2019** ("Effective Date").

WHEREAS, the Superintendent is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party Consultant must include certain terms; and

WHEREAS, the Superintendent and the Consultant desire to have the Technology Services Agreement and the services provided comply with AB 1584.

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
3. Pupil records¹ obtained by Consultant from Superintendent continue to be the property of and under the control of the Superintendent.
4. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: iPinwheel is an adult-managed data system for infant, toddler and preschool programs. Unlike K-12 Student Information Systems, there are no features or modules that are designed for student/child use due to the age of the children in early childhood education programs.
5. The options by which a pupil may transfer pupil-generated content to a personal account include: iPinwheel is an adult-managed data system for infant, toddler and preschool programs. Unlike K-12 Student Information Systems, there are no features or modules that are designed for student/child use due to the age of the children in early childhood education programs.
6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol:

Early Quality Systems, Inc. Personally Identifiable Information Review Policy:

Early Quality Systems, Inc. provides Pinwheel™ data systems which may be used by Providers to store Personally Identifiable Information of Parents, legal guardians, or children/pupils. Early Quality Systems, Inc. does not work directly with Personally Identifiable Information of Parents, legal guardians, or children/pupils. Parents, legal guardians, or eligible pupils may review personally identifiable information and correct erroneous information by contacting their Early Childhood Education Provider.

¹ Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil records does not include not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures:

EQS Security and Confidentiality Program- Policies and Procedures:

Employee Training and Management

In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality Systems management shall implement, maintain and enforce the following employee management and training safeguards:

- All employees and independent contractors are responsible for complying with the Early Quality Systems' Program.
- Early Quality Systems will check references of each potential employee prior to the commencement of the applicant's employment.
- Early Quality Systems will obtain a consumer report and criminal background check of each applicant prior to the commencement of the applicant's employment.
- All offers of employment shall be subject to satisfactory references and consumer/criminal report investigations.
- All new employees, and independent contractors who perform services in the Early Quality Systems, that have access to customer information will participate in the Early Quality Systems' information security training. Each person shall sign and acknowledge his or her agreement to abide by the Early Quality Systems' Program. Training will recur at least once each year, or sooner, as determined by Early Quality Systems management and as required by changes to the Program.
- Such training program shall include, at a minimum, basic steps to maintain the security, confidentiality and integrity of customer information, such as:
 - Identifying for employees and independent contractors the types of customer information subject to protection under the Information Security Program.
 - Locking rooms and file cabinets where paper records are kept.
 - Using password-activated computer software, systems, applications or terminals or an automatic log-off function that terminates access after a short period of inactivity.
 - Using strong passwords (at least eight characters long and alpha-numeric).
 - Changing passwords periodically and maintaining the security of passwords.
 - Sending electronic information over secure channels only.
 - Appropriately disposing of paper and electronic records.
 - Other training as determined appropriate by management from time to time.
- Early Quality Systems will take appropriate steps to encourage awareness of, and compliance with the *EQS Security and Confidentiality Program*.
- All employees and independent contractors will be permitted to access customer information on a "need-to-know" basis as determined by Early Quality Systems management.
- Personnel shall not be permitted to access, use or reproduce customer information, whether electronic or non-electronic, for their own use or for any use not authorized by the Early Quality Systems.
- All persons who fail to comply with the *EQS Security and Confidentiality Program* shall be subject to disciplinary measures, up to and including termination of employment for employees or contract termination for independent contractors that perform services with the Early Quality Systems. This remedy shall be expressly provided for in Dealer's agreements with such independent contractors.

7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures:

EQS Security and Confidentiality Program- Policies and Procedures:

Employee Training and Management

In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality Systems management shall implement, maintain and enforce the following employee management and training safeguards:

- All employees and independent contractors are responsible for complying with the Early Quality Systems' Program.
- Early Quality Systems will check references of each potential employee prior to the commencement of the applicant's employment.
- Early Quality Systems will obtain a consumer report and criminal background check of each applicant prior to the commencement of the applicant's employment.
- All offers of employment shall be subject to satisfactory references and consumer/criminal report investigations.
- All new employees, and independent contractors who perform services in the Early Quality Systems, that have access to customer information will participate in the Early Quality Systems' information security training. Each person shall sign and acknowledge his or her agreement to abide by the Early Quality Systems' Program. Training will recur at least once each year, or sooner, as determined by Early Quality Systems management and as required by changes to the Program.
- Such training program shall include, at a minimum, basic steps to maintain the security, confidentiality and integrity of customer information, such as:
 - Identifying for employees and independent contractors the types of customer information subject to protection under the Information Security Program.
 - Locking rooms and file cabinets where paper records are kept.
 - Using password-activated computer software, systems, applications or terminals or an automatic log-off function that terminates access after a short period of inactivity.
 - Using strong passwords (at least eight characters long and alpha-numeric).
 - Changing passwords periodically and maintaining the security of passwords.
 - Sending electronic information over secure channels only.
 - Appropriately disposing of paper and electronic records.
 - Other training as determined appropriate by management from time to time.
- Early Quality Systems will take appropriate steps to encourage awareness of, and compliance with the *EQS Security and Confidentiality Program*.
- All employees and independent contractors will be permitted to access customer information on a "need-to-know" basis as determined by Early Quality Systems management.
- Personnel shall not be permitted to access, use or reproduce customer information, whether electronic or non-electronic, for their own use or for any use not authorized by the Early Quality Systems.
- All persons who fail to comply with the *EQS Security and Confidentiality Program* shall be subject to disciplinary measures, up to and including termination of employment for employees or contract termination for independent contractors that perform services with the Early Quality Systems. This remedy shall be expressly provided for in Dealer's agreements with such independent contractors.

Information Systems:

- In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality Systems shall implement, maintain and enforce the following information systems safeguards:
 - All records containing customer information shall be stored and maintained in a secure area.
 - Paper records shall be stored in a room, cabinet, or other container that is locked when unattended. The *EQS Security and Confidentiality Program* Coordinator shall control access to such areas.
 - All storage areas shall be protected against destruction or potential damage from physical hazards, like fire or floods.
 - Electronic customer information shall be stored on secure servers. Access to such information shall be password controlled, and the *EQS Security and Confidentiality Program* Coordinator shall control access to such servers.
 - Customer information consisting of financial or other similar information (e.g., social security numbers, etc.) shall not be stored on any computer system with a direct Internet connection.
 - All customer information shall be backed up on a daily basis. Such back up data shall be stored in a secure location as determined by the *EQS Security and Confidentiality Program* Coordinator.
- All electronic transmissions of customer information, whether inbound or outbound, shall be performed on a secure basis.
 - Inbound credit card information, credit applications, or other sensitive financial data transmitted to the Early Quality Systems directly from consumers shall use a secure connection, such as a Secure Sockets Layer (SSL) or other currently accepted standard, so that the security of such information is protected in transit. Such secure transmissions shall be automatic.
 - Consumers shall be advised against transmitting sensitive data, like account numbers, via electronic mail.
 - Early Quality Systems, Inc. shall require by contract that inbound transmissions of customer information delivered to the Early Quality Systems via other sources be encrypted or otherwise secured.
 - All outbound transmissions of customer information shall be secured in a manner acceptable to the *EQS Security and Confidentiality Program* Coordinator.
 - To the extent sensitive data must be transmitted to the Early Quality Systems by electronic mail, such transmissions shall be password controlled or otherwise protected from theft or unauthorized access at the discretion of the Program Coordinator.
 - The *EQS Security and Confidentiality Program* Coordinator shall review all vendor applications to ensure an appropriate level of security both within the Early Quality Systems and with the Early Quality Systems business partner and vendors.
- Information stored on portable communications equipment, e.g. laptops, PDA's or other portable devices, shall be encrypted.
- All paper transmissions of customer information by the Early Quality Systems shall be performed on a secure basis.
 - Sensitive customer information shall be properly secured at all times.
 - Customer information delivered by the Early Quality Systems to third parties shall be kept sealed at all times.
 - Paper-based customer information shall not be left unattended at any time it is in an unsecured area.
- All customer information shall be disposed of in a secure manner.
 - The *EQS Security and Confidentiality Program* Coordinator shall supervise the disposal of all records containing customer information.
 - Paper based customer information shall be shredded and stored in a secure area until a disposal or recycling service picks it up. All hard drives, diskette, magnetic tapes, or any other electronic media

containing customer information shall be erased and/or destroyed prior to disposing of computers or other hardware.

- All hardware shall be effectively destroyed.
- All customer information shall be disposed of in a secure manner after any applicable retention period.

- The *EQS Security and Confidentiality Program* Coordinator shall maintain an inventory of Early Quality Systems computers, including any handheld devices or PDAs, on or through which customer information may be stored, accessed or transmitted.
- The *EQS Security and Confidentiality Program* Coordinator shall develop and maintain appropriate oversight or audit procedures to detect the improper disclosure or theft of customer information.
- Information Security Policies and Procedures – Detecting, Preventing and Responding to Attacks, Intrusions or Other System Failures:

In keeping with the objectives of the Program, the Early Quality Systems shall implement, maintain and enforce the following attack and intrusion safeguards.

- The *EQS Security and Confidentiality Program* Coordinator shall ensure the Early Quality Systems has adequate procedures to address any breaches of the Early Quality Systems information safeguards that would materially impact the confidentiality and security of customer information.
- The procedures shall address the appropriate response to specific types of breaches, including hackers, general security compromises, denial of access to databases and computer systems, etc.
- The *EQS Security and Confidentiality Program* Coordinator shall utilize and maintain a working knowledge of widely available technology for the protection of customer information.
- The *EQS Security and Confidentiality Program* Coordinator shall communicate with Early Quality Systems computer vendors from time to time to ensure that the Early Quality Systems has installed the most recent patches that resolve software vulnerabilities.
- Early Quality Systems shall utilize anti-virus software that updates automatically.
- Early Quality Systems shall maintain up-to-date firewalls.
- The Program Coordinator shall manage the Early Quality Systems information security tools for employees and pass along updates about any security risks or breaches.
- The *EQS Security and Confidentiality Program* Coordinator shall establish procedures to preserve the security, confidentiality and integrity of customer information in the event of a computer or other technological failure.
- The *EQS Security and Confidentiality Program* Coordinator shall ensure that access to customer information is granted only to legitimate and valid users.
- The *EQS Security and Confidentiality Program* Coordinator shall notify customers promptly if their customer information is subject to loss, damage or unauthorized access.

Risk Assessment:

The *EQS Security and Confidentiality Program* Coordinator shall conduct a risk assessment to identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of customer information that could result in its unauthorized disclosure, misuse, alteration, destruction or other compromise, and assess the sufficiency of any safeguards in place to control these risks.

The risk assessment shall cover all relevant areas of the Early Quality Systems' operations, as determined by the *EQS Security and Confidentiality Program* Coordinator. At a minimum, the risk assessment shall cover the following:

- Employee training and management;

- Information Systems, including network and software design, as well as
- information processing, storage, transmission and disposal; and
- Detecting, preventing and responding to attacks, intrusions or other systems failures.

Once the *EQS Security and Confidentiality Program* Coordinator has identified the reasonably foreseeable risks to the Early Quality Systems customer information, the *EQS Security and Confidentiality Program* Coordinator will determine whether the Early Quality Systems' current policies and procedures in these areas sufficiently mitigate the potential risks identified. If not, the Coordinator shall design new policies and procedures that meet the objectives of the Program. Final policies and procedures that meet the objectives of the Program shall be made part of the Program.

Audit:

The *EQS Security and Confidentiality Program* Coordinator shall regularly test or audit the effectiveness of the Early Quality Systems' safeguards' key controls, systems, and procedures, to ensure that all safeguards implemented as a result of the risk assessment are effective to control the risks identified in the risk assessment. The Coordinator shall revise current safeguards and/or implement new safeguards as necessary to ensure the continued viability of the Program.

Overseeing Service Providers:

The *EQS Security and Confidentiality Program* Coordinator shall be responsible for overseeing the Early Quality Systems service providers who handle or have access to customer information. The Program Coordinator shall take reasonable steps to select and retain service providers that are capable of maintaining safeguards to protect the specific customer information handled or accessed by each service provider that are consistent with the level of safeguards employed by the Early Quality Systems for such information.

The *EQS Security and Confidentiality Program* Coordinator shall review and approve each service provider contract prior to its execution by the Early Quality Systems to ensure that each contract contains appropriate obligations of the service provider to comply with the Early Quality Systems safeguarding requirements.

Periodic Reevaluation of the Program

The *EQS Security and Confidentiality Program* Coordinator shall reevaluate and modify the Program from time to time as the Program Coordinator deems appropriate. The Program Coordinator shall base such reevaluation and modification on the following:

- The results of the Program Coordinator's testing and monitoring efforts;
- Any material changes to the Early Quality Systems operations, business or information technology arrangements; or
- Any other circumstances that the *EQS Security and Confidentiality Program* Coordinator knows, or has reason to know, may have a material impact of the Program.

In order to assist the *EQS Security and Confidentiality Program* Coordinator in the regard, the Early Quality Systems shall keep the *EQS Security and Confidentiality Program* Coordinator apprised of the nature and extent of all third-party relationships and any operational changes or other matters that may impact the security or integrity of the Early Quality Systems customer information.

8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure:

Early Quality Systems, Inc. Unauthorized Disclosure of Pupil Record Data Action Plan:

When an unauthorized disclosure of pupil record data has occurred (breach) the following steps shall be taken by the Early Quality Systems, Inc. (EQS) Program Coordinator:

- Validate the data breach. Do not assume that every identified incident is actually a breach of PII. Examine the initial information and available logs to confirm that a breach has occurred. If possible, identify the type of information disclosed and estimate the method of disclosure (internal/external disclosure, malicious attack, or accidental).
 - Begin breach response documentation and reporting process. Coordinate the flow of information to Client
 - Include representatives from EQS and Client management, information technology, legal, public affairs media relations, risk management, finance, and audit departments (and possibly HR, for internal incidents) in the incident response team.
 - Immediately determine the status of the breach (on-going, active, or post breach).
 - If the breach is active or on-going, take action to prevent further data loss by securing and blocking unauthorized access to systems/data and preserve evidence for investigation.
 - Document all mitigation efforts for later analysis.
 - Advise staff who are informed of the breach to keep breach details in confidence until notified otherwise.
 - If criminal activity is suspected, notify law enforcement and follow any applicable federal, State, or local legal requirements relating to the notification of law enforcement. (The decision to involve outside entities, including law enforcement, should generally be made in consultation with executive leadership and legal counsel.)
 - Identify all affected data, machines, and devices.
 - Conduct interviews with key personnel and document facts (if criminal activity is suspected, coordinate these interviews with law enforcement).
 - When possible, preserve evidence (backups, images, hardware, etc.) for later forensic examination.
 - Locate, obtain, and preserve (when possible) all written and electronic logs and records applicable to the breach for examination.
 - Reach out to data owners as soon as possible to notify them about the breach.
 - Foster a cooperative relationship between the incident response team and data owners.
 - Work collaboratively with data owners to secure sensitive data, mitigate the damage that may arise from the breach, and determine the root cause(s) of the breach to devise mitigating strategies and prevent future occurrences.
9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement.
10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure:

Early Quality Systems, Inc.-End of Contract Data Transfer Process:

Early Quality Systems, Inc. provides extensive data export capabilities allowing the export of all Pinwheel data to its customer at any time. This process may be executed at the end of contract period or at any time desired.

Contract data may be downloaded by following these steps:

- Customer should first ensure that browser downloads of Pinwheel data go to a secure download environment. All Pinwheel downloads are done via SSL. Browser should be set to download on a secure/encrypted drive
- Download all data by following these steps:
 - In Pinwheel, Log on as admin user.
 - From main menu go to exports page
 - For each data item select item type (radio button) and then select export
 - Each export file will be downloaded as an excel file
- Alternatively:
 - Log on as statistical analysis user
 - Create workspace
 - Select all data files in Pinwheel
 - Download all Pinwheel files using links on Statistical Analysis Data Files
 - Each export file will be downloaded as a CSV file

11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure:

Early Quality Systems, Inc. FERPA Policy

The Family Educational Rights and Privacy Act, known as FERPA, protects the privacy interests of students in their education records. It controls the disclosure of a student's personally identifiable information from education records without the consent of the parent or eligible student. As part of Early Quality Systems, Inc., LLC. (EQS) Student Information System and Program Management System, agencies, and funders enter personally identifiable information about their infant, toddler, and preschool students into the Pinwheel website (Pinwheel).

EQS, through Pinwheel, supplies capabilities for the agencies and funders to use the personally identifiable information in the context of a Student Information System and Program Management System. EQS has no direct use of the personally identifiable information. The agreements between the funder and EQS meet the requirements for the consent requirement for the release of student records.

EQS agrees to only use the personally identifiable student information supplied by the agencies and funder for the specified purposes and to return or delete the personally identifiable information when the funder is no longer under contract with the EQS; in this way, the data owner retains control over its data as required under FERPA. As required under FERPA, notation is made on the student's record that their data is shared with the agency they are enrolled in and the funder; individual students have a right to request the identity of any organization with which their enrollment information was shared.

The EQS does not data-mine or commercialize information held for agencies or the funder and it does not collect any information directly from students or their parents.

IN WITNESS WHEREOF, parties execute this Agreement on the dates set forth below.

VENTURA COUNTY OFFICE OF EDUCATION

Lisa Cline

Authorized Signature

Lisa Cline, Executive Director

Printed Name and Title

Date 8-21-19

EARLY QUALITY SYSTEMS LLC

Claire Crandall

Authorized Signature

Claire Crandall, Director of Operations

Printed Name and Title

Date 6/17/2019

**California AB 1584 Compliance Checklist for
School District/SUPERINTENDENT Technology Services Agreements**

Technology services agreements entered into, amended, or renewed by a local education agency on or after January 1, 2015 must include specific requirements. These requirements apply to contracts for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as educational software that authorizes a third-party provider to access, store and use pupil records. All of the following requirements must be included in such contracts:

- A statement that pupil records continue to be the property of and under the control of the school district;
- A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account;
- A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract;
- A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information;
- A description of the actions the third party will take—including the designation and training of responsible individuals—to ensure the security and confidentiality of pupil records;
- A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records;
- A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced (NOTE: This requirement does not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.);
- A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act; and
- A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.

* *References:* AB 1584; Cal. Educ. Code § 49073.1; 20 U.S.C. § 1232g



Exhibit A

**RISING STARS QUALITY RATING AND IMPROVEMENT SYSTEM
QUALITY CONTINUUM FRAMEWORK**

Tier 1 1 POINT Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
CORE I: CHILD DEVELOPMENT AND SCHOOL READINESS				
Child Observation				
<input type="checkbox"/> Not required	<input type="checkbox"/> Program uses evidence-based child assessment/ observation tool annually that covers all five domains of development	<input type="checkbox"/> Program uses valid and reliable child assessment/observation tool aligned with <i>CA Foundations & Frameworks</i> twice a year	<input type="checkbox"/> DRDP (minimum twice a year) and results used to inform curriculum planning	<input type="checkbox"/> Program uses DRDP twice a year and uploads into DRDP Tech and results used to inform curriculum planning
Developmental and Health Screenings				
<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> Health Screening Form (Community Care <i>Licensing form LIC 701 "Physician's Report - Child Care Centers"</i>) used at entry, then: 1. Annually <u>OR</u> 2. Ensures vision and hearing screenings are conducted annually	<input type="checkbox"/> Program works with families to ensure screening of all children using a valid and reliable developmental screening tool at entry and as indicated by results thereafter <u>AND</u> <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the ASQ at entry and as indicated by results thereafter <u>AND</u> <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the ASQ & ASQ-SE , if indicated, at entry, annually, and then as indicated by results thereafter <u>AND</u> <input type="checkbox"/> Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate <u>AND</u> <input type="checkbox"/> Meets Criteria from point level 2
CORE II: TEACHERS AND TEACHING				
Minimum Qualifications for Lead Teacher/Family Child Care Home (FCCH)				
<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> 24 units of ECE/CD <u>or</u> Associate Teacher Permit <input type="checkbox"/> FCCH: 12 units of ECE/CD <u>or</u> Associate Teacher Permit	<input type="checkbox"/> 24 units of ECE and 16 units of General Education <u>or</u> Teacher Permits <u>AND</u> <input type="checkbox"/> 21 hours professional development (PD) annually	<input type="checkbox"/> Associate's degree (AA/AS) in ECE/CD (or closely related field) OR AA/AS in any field plus 24 units of ECE/CD <u>or</u> Site Supervisor Permit <u>AND</u> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree in ECE/CD (or closely related field) with 24+ units of ECE/CD or master's degree in ECE/CD <u>or</u> Program Director Permit <u>AND</u> <input type="checkbox"/> 21 hours PD annually

¹Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

¹ Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015
VCOE Rev. 5.8.2017; Effective July 1, 2017



Tier 1 1 POINT Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
Effective Teacher-Child Interactions: CLASS Assessments (*Use tool for appropriate age group as available)				
<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with CLASS (e.g., 2-hour Overview training) for appropriate age group as available by one representative from the site (on-line or face-to-face via facilitator)	<input type="checkbox"/> Independent CLASS assessment by reliable observer to inform the program's professional development/improvement plan	<input type="checkbox"/> Independent CLASS assessment by reliable observer with minimum CLASS scores: Pre-K <ul style="list-style-type: none"> ▪ Emotional Support - 5 ▪ Classroom Organization – 5 ▪ Instructional Support –3 Toddler <ul style="list-style-type: none"> ▪ Emotional & Behavioral Support – 5 ▪ Engaged Support for Learning – 3.5 Infant <ul style="list-style-type: none"> ▪ Responsive Caregiving – 5.0 	<input type="checkbox"/> Independent assessment with CLASS with minimum CLASS scores: Pre-K <ul style="list-style-type: none"> ▪ Emotional Support – 5.5 ▪ Classroom Organization – 5.5 ▪ Instructional Support – 3.5 Toddler <ul style="list-style-type: none"> ▪ Emotional & Behavioral Support – 5.5 ▪ Engaged Support for Learning – 4 Infant <ul style="list-style-type: none"> ▪ Responsive Caregiving – 5.5
CORE III: PROGRAM AND ENVIRONMENT – Administration and Leadership				
Ratios and Group Size (Centers Only beyond licensing regulations)				
<input type="checkbox"/> Center: Title 22 Regulations Infant Ratio of 1:4 Toddler Option Ratio of 1:6 Preschool Ratio of 1:12 <input type="checkbox"/> FCCH: Title 22 Regulations (excluded from point values in ratio and group size)	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 4:16 Toddler – 3:18 Preschool – 3:36	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler– 3:12 Toddler – 2:12 Preschool– 2:24	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:12 or 2:8 Toddler – 2:10 Preschool – 3:24 or 2:20	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:9 or better Toddler – 3:12 or better Preschool – 1:8 ratio and group size of no more than 20
Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				
<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	<input type="checkbox"/> Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.0	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.5 OR Current National Accreditation approved by the California Department of Education

¹Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

¹ Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015

VCOE Rev. 5.8.2017; Effective July 1, 2017



Tier 1 1 POINT Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
Effective Teacher-Child Interactions: CLASS Assessments (*Use tool for appropriate age group as available)				
<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with CLASS (e.g., 2-hour Overview training) for appropriate age group as available by one representative from the site (on-line or face-to-face via facilitator)	<input type="checkbox"/> Independent CLASS assessment by reliable observer to inform the program's professional development/improvement plan	<input type="checkbox"/> Independent CLASS assessment by reliable observer with minimum CLASS scores: Pre-K ■ Emotional Support - 5 ■ Classroom Organization – 5 ■ Instructional Support –3 Toddler ■ Emotional & Behavioral Support – 5 ■ Engaged Support for Learning – 3.5 Infant ■ Responsive Caregiving – 5.0	<input type="checkbox"/> Independent assessment with CLASS with minimum CLASS scores: Pre-K ■ Emotional Support – 5.5 ■ Classroom Organization – 5.5 ■ Instructional Support – 3.5 Toddler ■ Emotional & Behavioral Support – 5.5 ■ Engaged Support for Learning – 4 Infant ■ Responsive Caregiving – 5.5
CORE III: PROGRAM AND ENVIRONMENT – Administration and Leadership				
Ratios and Group Size (Centers Only beyond licensing regulations)				
<input type="checkbox"/> Center: Title 22 Regulations Infant Ratio of 1:4 Toddler Option Ratio of 1:6 Preschool Ratio of 1:12 <input type="checkbox"/> FCCH: Title 22 Regulations (excluded from point values in ratio and group size)	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 4:16 Toddler – 3:18 Preschool – 3:36	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:12 Toddler – 2:12 Preschool – 2:24	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:12 or 2:8 Toddler – 2:10 Preschool – 3:24 or 2:20	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:9 or better Toddler – 3:12 or better Preschool – 1:8 ratio and group size of no more than 20
Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				
<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	<input type="checkbox"/> Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.0	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.5 OR Current National Accreditation approved by the California Department of Education

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¹ Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015

VCOE Rev. #6:8:2017; Effective July 1, 2017



Tier 1 1 POINT Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
Director Qualifications (Centers Only)				
<input type="checkbox"/> 12 units core ECE (early childhood education, child development, family/consumer studies, or related field), 3 units management/administration	<input type="checkbox"/> 24 units core ECE, 16 units General Education, 3 units management/administration <u>or</u> Master Teacher Permit	<input type="checkbox"/> Associate's degree with 24 units core ECE, 6 units management/administration, 2 units supervision <u>or</u> Site Supervisor Permit <u>AND</u> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree with 24 units core ECE, 8 units management/administration <u>or</u> Program Director Permit <u>AND</u> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Master's degree with 24 units core ECE including specialized courses, 8 units management/administration, <u>or</u> Administrative Credential <u>AND</u> <input type="checkbox"/> 21 hours PD annually

TOTAL POINT RANGES					
Program Type	Common-Tier 1	Local-Tier 2 ¹	Common-Tier 3	Common-Tier 4	Local-Tier 5 ²
Centers 7 Elements for 35 points	Blocked (7 Points) – Must Meet All Elements	Point Range 8 to 19	Point Range 20 to 25	Point Range 26 to 31	Point Range 32 and above
FCCHs 5 Elements for 25 points	Blocked (5 Points) – Must Meet All Elements	Point Range 6 to 13	Point Range 14 to 17	Point Range 18 to 21	Point Range 22 and above
Additional Local Tier Requirement(s)					<input type="checkbox"/> All teachers complete training on Foundations and Framework, (Overview <u>and</u> Volume 1 for preschool <u>or</u> Overview and all domains for infant/toddler teachers)* *All teachers who have been on staff for a minimum of 6 months and who have responsibility for instruction and child assessments.

¹Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

² Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015
VCOE Rev. 5.8.2017; Effective July 1, 2017



Quality Counts California Guidelines for Observation Notices

What are Observation Notices and why are they used?

The *Observation Notice for Teachers* and *Observation Notice for Parents* provide information about research activities to Quality Counts California (QCC) participants. The notices explain observation activities, what it means to participate, restate the First 5 California (F5CA) *Data Ethics Policy*, and provide contact information for QCC staff and the Committee for the Protection of Human Subjects (CPHS). All teachers and parents of children in classrooms receiving Classroom Assessment Scoring System® (CLASS®) or Environment Rating Scales (ERS) observations must be notified and have an opportunity to ask questions.

Do CLASS® or ERS observations also require consent forms?

No, because Observation Notices are provided, consent forms are not required from teachers or parents/guardians.

When should Observation Notices be used?

Observation Notices should be used if the following statements apply at a QCC site:

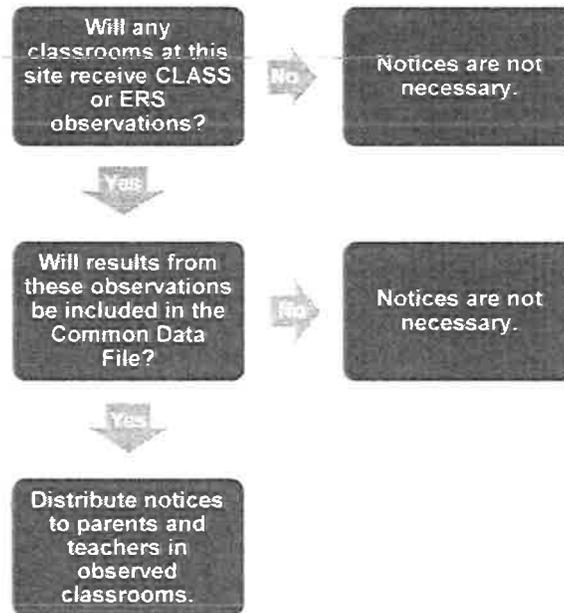
- CLASS® or ERS observations take place in a site receiving First 5 IMPACT or California Department of Education (CDE) Block Grant funds.
- Results from any CLASS® or ERS observations will be included in the Common Data File you submit to F5CA and the CDE.

The key principle is that the notices be read by teachers and parents of children who will receive a classroom observation through QCC. After identifying appropriate classrooms with the following decision map:

- *Observation Notice for Teachers* must be posted in the classroom or provided individually to teaching staff.
- *Observation Notice for Parents* should be posted in a conspicuous place in or near classrooms (e.g., door of the classroom) and should clearly identify the classroom receiving the observation. Teachers also may distribute Observation Notices directly to parents.



The decision map below will help you determine whether or not to notify teachers and parents of scheduled classroom observations.



Whom do I contact if I have questions about the purpose of Observation Notices?

If you have questions about QCC’s evaluation of early learning quality, please contact Gretchen Williams at (916) 263-5341 or gwilliams@ccfc.ca.gov. If you have any questions or concerns about the rights of research subjects, you can contact CPHS at (916) 326-3660 or cphs-mail@oshpd.ca.gov. The website for QCC is <https://qualitycountsca.net>.



Quality Counts California Observation Notice for Parents

Dear Parent or Guardian:

Your child's classroom or care setting has been selected for observation.

Quality Counts California (QCC) is committed to improving the quality of early care and education in California. QCC is evaluating the quality of your child's preschool or care setting. The information helps teachers learn more about what children need in order to grow and learn in school and how to make classrooms better. The observation is part of an evaluation of QCC and not an evaluation about individual teachers or children.

What does it mean for my child's classroom or care setting to be observed?

Trained observers will visit your child's classroom to observe how your child's teachers interact with your child and other students and how your child's classroom is organized. Observers will assess the quality of your child's classroom based on what they see. This information will help improve future QCC programs. Only authorized individuals will have access to this information. No personal information will be collected about you or your child as part of this observation. You and/or your child will not be compensated for participating in this observation.

Whom do I contact if I have questions about the purpose of these observations?

If you have any questions about QCC's evaluation of early learning quality, please contact Gretchen Williams at (916) 263-5341 or gwilliams@ccfc.ca.gov. If you have any questions or concerns about your rights as a research subject, you can contact the state Committee for the Protection of Human Subjects at (916) 326-3660 or cphs-mail@oshpd.ca.gov. The website for QCC is <https://qualitycountscalifornia.net>.



Quality Counts California Aviso de Observación Para Padres

Estimado Padre o Tutor:

El salón de clase o sitio de cuidado infantil de su hijo ha sido seleccionado para una observación.

Quality Counts California se compromete a mejorar la calidad del cuidado y educación temprana en California. Quality Counts California está evaluando la calidad del sitio preescolar o cuidado de su hijo. La información ayudará a los maestros aprender más sobre lo que los niños necesitan para crecer y aprender en la escuela y cómo mejorar los salones de clase. La observación es parte de una evaluación del programa Quality Counts California y no sirve como una evaluación individual de maestros o niños.

¿Qué significa ser observado el salón o sitio de cuidado infantil de mi hijo?

Observadores capacitados visitarán el salón de su hijo para observar cómo interactúan los maestros con su hijo y los otros estudiantes y cómo está organizado el salón de clase de su hijo. Los observadores evaluarán la calidad del salón de clase de su hijo basado en lo que ellos ven. Esta información ayudará a mejorar programas futuros de Quality Counts California. Sólo las personas autorizadas tendrán acceso a esta información. No se recogerá ninguna información personal sobre usted o su hijo como parte de esta observación. Usted y/o su niño no serán compensados por participar en esta evaluación.

¿A quién contacto si tengo preguntas sobre el propósito de estas observaciones?

Si usted tiene alguna pregunta sobre la evaluación de Quality Counts California en cuanto a la calidad del aprendizaje temprana, favor de contactar a Gretchen Williams al (916) 263-5341 o correo electrónico a gwilliams@ccfc.ca.gov. Si usted tiene alguna pregunta o inquietud acerca sus derechos como sujeto del estudio, puede comunicarse con el Comité de Protección de Sujetos Humanos (Committee for the Protection of Human Subjects) al número telefónico (916) 326-3660 o correo electrónico a cphs-mail@oshpd.ca.gov. El sitio web de Quality Counts California es <https://qualitycountsca.net>.



Quality Counts California Observation Notice for Teachers

Dear Teacher:

Your classroom or care setting has been selected to be observed as part of quality improvement efforts.

First 5 California (F5CA) and the California Department of Education (CDE) are committed to improving the quality of early care and education in California and are evaluating quality improvement efforts at your school or child care setting. Observations in the classroom or care setting will help F5CA and CDE learn more about what children need in order to grow and learn in school as well as how to make classrooms better. The observation is part of an evaluation of Quality Counts California (QCC) and not an evaluation about individual teachers or children.

What does it mean for me to participate?

Trained observers will visit your classroom to observe how you interact with children and how your classroom or care setting is organized. Other researchers will summarize those observations to describe the quality of early care and education at your school or care setting. The information you provide will help improve future QCC programs. Only authorized individuals will have access to information you provide. Personal information about you will never be used in a way that could identify you in evaluation reports. You will not be compensated for participating in this observation.

Data Ethics Policy

It is the strict policy of F5CA and the CDE that data collected for this evaluation may not be used for individual performance review, promotion, discipline, or retention decisions related to teachers, assistants, or other classroom staff. If you feel any information collected for this evaluation is used in violation of this policy, or if you have any other questions, please contact Gretchen Williams at (916) 263-5341 or gwilliams@ccfc.ca.gov.



Whom do I contact if I have questions about the purpose of these observations?

If you have any questions about QCC's evaluation of early learning quality, please contact Gretchen Williams at (916) 263-5341 or gwilliams@ccfc.ca.gov.

If you have any questions or concerns about your rights as a research subject, you can contact the state Committee for the Protection of Human Subjects at (916) 326-3660 or cphs-mail@oshpd.ca.gov.

The website for Quality Counts California is <https://qualitycountsca.net>.



Quality Counts California Aviso de Observación para Maestros

Estimado Maestro(a):

Su salón de clase o sitio de cuidado infantil ha sido seleccionado para ser observado como parte de los esfuerzos de mejoramiento de calidad apoyado por Quality Counts California.

Primeros 5 California y el Departamento de Educación de California se comprometen a mejorar la calidad del cuidado y la educación temprana en California. Quality Counts California está evaluando los esfuerzos de mejoramiento de la calidad en su escuela o establecimiento de cuidado infantil. Observaciones en el salón de clase o sitio de cuidado ayudará a aprender más sobre lo que los niños necesitan para crecer y aprender en la escuela y también como mejorar los salones de clase. La observación es parte de una evaluación del programa Quality Counts California y no sirve como una evaluación individual de algún maestro o niño.

¿Qué significa participar para mí?

Observadores capacitados visitarán su salón de clase para observar cómo interactúa usted con los niños y cómo esta organizada su salón de clase o sitio de cuidados. Otros investigadores resumirán esas observaciones para describir la calidad de cuidado y educación temprana en su escuela o sitio de cuidados. La información que usted proporciona contribuirá a mejorar programas futuros de Quality Counts California. Sólo las personas autorizadas tendrán acceso a la información que usted proporciona. Nunca se utilizará su información personal en alguna manera que podría identificarlo en los informes de evaluación. Usted no será compensado por participar en esta observación.



Política de Ética de Datos

Es la política enfática de Primeros 5 California y el Departamento de Educación de California que los datos recogidos en esta evaluación no pueden ser utilizados para la revisión del desempeño individual, promoción, disciplina, o por decisiones relacionadas con la retención de los maestros, ayudantes o personal de aprendizaje. Si usted mantiene inquietudes sobre el uso inapropiado de los datos de evaluación, o si tiene alguna otra pregunta, favor de contactar a Gretchen Williams al número telefónico (916) 263-5341 o correo electrónico a gwilliams@ccfc.ca.gov.

¿A quién contacto si tengo preguntas sobre el propósito de estas observaciones?

Si usted tiene alguna pregunta sobre la evaluación de Quality Counts California en cuanto a la calidad del aprendizaje temprana, favor de contactar a Gretchen Williams al (916) 263-5341 o correo electrónico a gwilliams@ccfc.ca.gov.

Si usted tiene alguna pregunta o inquietud acerca de sus derechos como sujeto del estudio, puede comunicarse con el Comité de Protección de Sujetos Humanos (Committee for the Protection of Human Subjects) al número telefónico (916) 326-3660 o correo electrónico a cphs-mail@oshpd.ca.gov.

El sitio web de Quality Counts California es <https://qualitycountsca.net>.

NAME of Contractor			
E-MAIL SIGNED HARDCOPY & EXCEL VERSION TO THE LEA	Site Block Grant Spending Reporting Form		
Considering the Site QRIS Block Grant received, please indicate how much was spent in the corresponding categories.	CSPP Site Block Grant funds	CMIG Site Block Grant funds (if applicable)	Total amount spent (Columns B+C)
1000 Certified Salaries			
Increase in salaries	\$ -	\$ -	\$ -
Release Time/Substitutes	\$ -	\$ -	\$ -
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -
Professional Development/coursework reimbursement	\$ -	\$ -	\$ -
Additional staff to reduce adult: child ratios	\$ -	\$ -	\$ -
Additional staff to cover time for PLC/completing ASQs or other assessments	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
2000 Classified Salaries			
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
3000 Benefits			
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
4000 Supplies			
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
5000 Travel/Equipment/Contractual			
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Workshop conference/registration fee	\$ -	\$ -	\$ -
Incentives/Teacher stipends	\$ -	\$ -	\$ -
Contracted/Purchased Professional Development Services	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
Other Spending Categories not mentioned (please specify):			
Non-reimbursable bonuses	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
Grand Total	\$ -	\$ -	\$ -

CERTIFICATION- I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.

Signature of Contractor (Original signature only)	Date
Name and Title (Please Print) :	
Fiscal Contact Name and Title	Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #19-177 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Edwards)

At the Board Meeting of December 18, 2019, the Board of Trustees ratified Agreement #19-177 with the Ventura County Office of Education to provide exceptional services for one (1) special education student, for the 2019-2020 school year, including Extended School year, in the amount of \$31,605.30.

Amendment #1, in the amount of \$11,583.00, is required to add a bus aide to assist with transportation of one (1) student through the end of the agreement term including Extended School year, for a new total Agreement of \$43,188.30.

FISCAL IMPACT:

\$11,583.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-177 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$11,583.00.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)
[Agreement #19-177, Ventura County Office of Education \(1 Page\)](#)



County Education

Memorandum

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

ADDENDUM TO AGREEMENT (OX103A-19/20)

June 11, 2020

Oxnard School District
Agreement # OX103A-19/20

School attending: Las Colinas Middle School
(KRC071607)

Addendum to Special Circumstance Educational Support services as specified below:

Bus aide added to assist in transportation.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for 340 minutes daily and 120 minutes daily for transportation for a total of 460 minutes daily. ESY will be provided at 360 minutes daily

6. The term of this contract shall begin 11/18/2019 (IEP date~11/13/2019) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u>
	<u>11/18/2019-6/5/2020</u>
	(ESY: <u>6/8/2020-6/30/2020</u>)

Original Estimated Cost: \$31,605.30

Amount added/owed: \$11,583.00

New Total Estimated Cost: \$43,188.30

Requested by: [Signature]
Special Education Authorized Representative

Date: 6/12/2020

Approved by: _____
(VCOE) Director, Business Services

Date: _____

Accepted by: _____
DOR Authorized Representative

Date: _____

Title: Director, Purchasing



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **November 18, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, **KRC071607**, a Special Education pupil who is a resident of DISTRICT and currently attends **Las Colinas Middle School** a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance support throughout the school day for 340 minutes daily. ESY will be provided at 240 minutes daily**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **11/18/2019 (IEP date~11/13/2019)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: 2019-2020 ✓ 11/18/2019-6/30/2020	UPCOMING: 2020-2021
TOTAL ESTIMATED COSTS:	\$ <u>31,605.30</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

Lisa A. Franz
Signature (DOR Authorized Representative)
Lisa A. Franz

Title: Director, Purchasing

Date: 1-13-2020

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]
Special Education Authorized Representative

Approved By: Lisa Cline
VCOE Business Services Authorized Representative

Date: 1-22-2020

Estimated Cost \$ 31,605.30

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #19-206 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Edwards)

At the Board Meeting of May 6, 2020, the Board of Trustees ratified Agreement #19-206 with the Ventura County Office of Education to provide exceptional services for seven (7) special education students, for the 2019-2020 school year, including Extended School year, in the amount of \$111,700.91.

Amendment #1, in the amount of \$1,544.40, is required to add a bus aide to assist with transportation of one (1) student through the end of the agreement term including Extended School year, for a new total Agreement of \$113,245.31.

FISCAL IMPACT:

\$1,544.40 - 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 #19-206 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$1,544.40.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)
[Agreement #19-206, Ventura County Office of Education \(7 Pages\)](#)



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **May 10, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EA061212, a Special Education pupil who is a resident of DISTRICT and currently attends Dwire School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance support during transportation for 60 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 5/10/2020 (IEP date~) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> <u>5/10/2020-6/12/2020</u> (ESY: <u>6/15/2020-6/30/2020</u>)	UPCOMING: <u>2020-2021</u> (ESY: <u>7/1/2020-7/10/2020</u>) <u>8/19/2020-5/18/2021</u>
TOTAL ESTIMATED COSTS:	\$ <u>1,544.40</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 1,544.40



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **January 18, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EG061410, a Special Education pupil who is a resident of DISTRICT and currently attends Triton School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day for 1944 minutes a week. ESY will be provided at 240 minutes a day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/18/2020 (IEP date~) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u>	UPCOMING: <u>2020-2021</u>
	<u>1/18/2020-6/5/2020</u>	(<u>ESY: 7/1/2020-7/2/2020</u>)
	(<u>ESY: 6/8/2020-6/30/2020</u>)	<u>8/13/2020-1/17/2021</u>
	\$ <u>27,380.50</u>	\$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature-DOR Authorized Representative

Accepted By:
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 27,380.50



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **January 23, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, RR103108, a Special Education pupil who is a resident of DISTRICT and currently attends, Sunkist School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/23/2020 (IEP date~1/21/2020, and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	PREVIOUS: <u>2019-2020</u>	UPCOMING: <u>2020-2021</u>
	<u>1/23/2020-6/12/2020</u> (ESY: <u>6/15/2020-6/30/2020</u>)	<u>7/1/2020-7/10/2020</u> <u>8/19/2020-1/21/2021</u>
	\$ <u>23,058.75</u>	\$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: [Signature]

Special Education Authorized Representative

Title: _____

Approved By: _____

Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 23,058.75



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 13, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, OL083008, a Special Education pupil who is a resident of DISTRICT and currently attends **Foster School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance support throughout the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 2/13/2020 (IEP date~2/5/2020) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> <u>2/13/2020-6/10/2020</u> (ESY: <u>6/15/2020-6/30/2020</u>)	UPCOMING: <u>2020-2021</u> (ESY: <u>7/1/2020-7/10/2020</u>) <u>8/12/2020-2/5/2021</u>
ESTIMATED COSTS:	\$ <u>18,811.65</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 18,811.65



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 7, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, MS110907, a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster School** a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided at 240 minutes daily plus 60 minutes daily for transportation, for a total of 300 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **2/7/2020** (IEP date~2/5/2020) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> <u>2/7/2020-6/10/2020</u> (ESY: <u>6/15/2020-6/30/2020</u>)	UPCOMING: <u>2020-2021</u> (ESY: <u>7/1/2020-7/10/2020</u>) <u>8/12/2020-2/5/2021</u>
ESTIMATED COSTS:	\$ <u>22,846.96</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____
Estimated Cost \$ 22,846.96



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 29, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JB080313, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **2/29/2020** (IEP date~2/6/2020) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u>	UPCOMING: <u>2020-2021</u>
	<u>2/29/2020-6/12/2020</u> (ESY: <u>6/15/2020-6/30/2020</u>)	<u>7/1/2020-7/10/2020</u> <u>8/19/2020-2/6/2021</u>
ESTIMATED COSTS:	\$ <u>17,160.00</u>	\$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 17,160.00



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **March 2, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EA061212, a Special Education pupil who is a resident of DISTRICT and currently attends Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance support during transportation for 60 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 3/2/2020 (IEP date~2/27/2020) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> <u>3/2/2020-5/9/2020</u>	UPCOMING: <u>2020-2021</u>
TOTAL ESTIMATED COSTS:	\$ <u>1,673.10</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

Signature (DOR Authorized Representative)

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 1,673.10



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2019** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

- 1. This agreement pertains to providing exceptional service(s) for, **LG102505**, a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster School**, a special education program operated by SUPERINTENDENT.
- 2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
- 3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances Educational Support throughout the school day and during transportation to and from school, 390 minutes daily. ESY will be provided at 280 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), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
- 5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
- 6. The term of this contract shall begin **7/1/2019 (IEP date~3/12/2019)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	PREVIOUS: 2018-2019 8/23/2018-6/28/2019 (ESY: 6/10/2019-6/28/2019)		CURRENT: 2019-2020 (ESY: 7/1/2019-7/5/2019)
	\$ _____	+	\$ <u>769.95</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

Signature

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]
Special Education Authorized Representative

Approved By: _____
Business Services Authorized Representative

Date: _____

Estimated Cost \$ **769.95**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Special Education Agreement

**Ratification of Agreement #19-215 – Devereaux Texas Treatment Network
(DeGenna/Edwards)**

Requesting ratification for Non Public School (NPS) services for the student listed below for the 2019-2020 school year, including Extended School Year (ESY), beginning March 9, 2020. The Non Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement

Student: AE021507 (7th Gr.)

FISCAL IMPACT:

Tuition 7th Gr.: \$166.22 per diem rate x 1 student x 67 days = \$11,136.74

Room & Board: \$245.22 per diem rate x 114 days = \$27,955.08

Mental Health: \$143.10 per diem rate x 114 days = \$16,313.40

Grand Total: \$55,405.22 - 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 #19-215 with Devereaux Texas Treatment Network.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-215, Devereaux Texas Treatment Network \(4 Pages\)](#)
[Fee Schedule \(1 Page\)](#)
[Calendar \(1 Page\)](#)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #19-215

THIS AGREEMENT, made and entered into this 5th day of August 2020, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and Devereux Texas Treatment Network, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Student: AE021507

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2019-2020** school year at a daily rate of \$166.22 for 67 days; this includes 20 days of extended school year through July 12, 2020; a \$245.22 daily rate for 114 days for room and board; and mental health services at a daily rate of \$143.10 for 114 days; services not to exceed **\$55,405.22.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

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AGREEMENT #19-215

Page 2

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$55,405.22** for **Student: AE021507**

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



OXNARD SCHOOL DISTRICT

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AGREEMENT #19-215

Page 3

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

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

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

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



OXNARD SCHOOL DISTRICT

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

AGREEMENT #19-215

Page 4

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Penny Milner, Contracts Manager
Devereux Texas Treatment Network, Nonpublic, Nonsectarian
School

SERVICE FEE DESCRIPTION
FOR GREATER LOS ANGELES AREA SELPA's (GLAAS), CALIFORNIA
 FISCAL YEAR JULY 1, 2019 - JUNE 30, 2020

League City Long Term - Units 2 & 3	Per Diem	Days	Annual Cost	Daily	Monthly
Room & Board	\$245.22	366	\$89,750.52		
Mental Health	\$196.34	366	\$71,860.44		
Special Education	\$173.89	200	\$34,778.00		
Total Per Diem			\$196,388.96	\$537.00	\$16,366.00

League City Residential - Units 1, 4, 5 & 6	Per Diem	Days	Annual Cost	Daily	Monthly
Room & Board	\$245.22	366	\$89,750.52		
Mental Health	\$143.10	366	\$52,374.60		
Special Education	\$166.22	200	\$33,244.00		
Total Per Diem			\$175,369.12	\$479.00	\$14,614.00

Related Services - League City Programs	Rate	Frequency			
*One-to-One Supervision	\$25.00	Per Hour			
Speech & Language Services	\$110.00	Per Hour			
Speech & Language Evaluation	\$350.00	Per Evaluation			
Occupational Therapy	\$100.00	Per Hour			
Occupational Therapy Evaluation	\$250.00	Per Evaluation			
Psychological / Education Evaluation	\$850.00	at Provider Cost			

Victoria Children's Program	Per Diem	Days	Annual Cost	Daily	Monthly
Room & Board	\$199.93	366	\$73,174.38		
Mental Health	\$73.88	366	\$27,040.08		
Special Education	\$187.72	200	\$37,544.00		
Total Per Diem			\$137,758.46	\$376.00	\$11,480.00

Victoria Transitional Program	Per Diem	Days	Annual Cost	Daily	Monthly
Room & Board	\$245.22	366	\$89,750.52		
Mental Health	\$43.40	366	\$15,884.40		
Special Education	\$136.50	200	\$27,300.00		
Total Per Diem			\$132,934.92	\$363.00	\$11,078.00

Victoria Enhanced Program	Per Diem	Days	Annual Cost	Daily	Monthly
Room & Board	\$245.22	366	\$89,750.52		
Mental Health	\$717.85	366	\$262,733.10		
Special Education	\$292.64	200	\$58,528.00		
Total Per Diem			\$411,011.62	\$1,123.00	\$34,251.00

Related Services - Victoria Programs	Rate	Frequency			
*One-to-One Supervision	\$25.00	Per Hour			
Speech & Language Services	\$135.00	Per Hour			
Speech & Language Evaluation	\$260.00	Per Evaluation			
Occupational Therapy	\$270.00	Per Hour			
Occupational Therapy Evaluation	\$300.00	Per Evaluation			
Psychological / Education Evaluation	\$850.00	at Provider Cost			

The fee does not cover, and Devereux shall not be responsible for client's medical, pharmacy, dental, vision, medical insurance premiums, personal and clothing expenses, transportation to and from Devereux and other expenses generally considered as being personal to an individual in residential placement. Devereux will provide or obtain transportation for the client to a hospital and/or physician's office when needed.

* Devereux will provide 1:1 supervision when an individual's dangerous behaviors cannot be safely managed without the supervision of a dedicated 1:1 staff member. In these rare instances, 1:1 supervision will begin at the onset of significantly unsafe behaviors. The treatment team will promptly notify the funder of the 1:1 supervision, regularly evaluate for safety, and discontinue 1:1 supervision as soon as possible.

THE DEVEREUX FOUNDATION and DEVEREUX TEXAS TREATMENT NETWORK
Center/Program: Texas - League City Education
GLAAS 200-day School Calendar
FISCAL YEAR 2019/20

Program/RU: 11-2151

Last Revised: 1/22/19

Center: 460

State: TX

Year 2019

Month	M					M					M					M					School Days	Teacher Vacation Holiday Days	Week End Days	Total Days					
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F									
JULY	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			10	13	8	31
	V	E	E	H	V	V	E	E	E	V	V	E	E	E	V	V	E	E	V	V	V	V	V						
AUG				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	10	12	9	31
				E	E	E	E	E	E	E	E	E	E	V	T	V	V	V	V	V	V	V	V	V	V				
SEPT	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30					18	3	9	30
	H	S	S	S	S	S	S	S	S	S	S	S	S	S	V	S	S	S	S	V	S								
OCT		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		18	5	8	31
		S	S	S	V	S	S	S	S	S	V	S	S	S	V	S	S	S	S	V	S	S	S	V					
NOV				1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29		18	3	9	30
				S	S	S	S	S	S	S	V	S	S	S	S	S	S	S	S	S	S	S	S	H	H				
DEC	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31			18	4	9	31	
	S	S	S	S	V	S	S	S	S	V	S	S	S	S	S	S	H	H	S	S	S	S							

Year 2020

Month	M					M					M					M					School Days	Teacher Vacation Holiday Days	Week End Days	Total Days					
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F									
JAN			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	18	5	8	31
			H	S	S	S	S	S	S	V	S	S	S	S	V	T	S	S	S	V	S	S	S	S	S				
FEB	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28						18	2	9	29
	S	S	S	S	V	S	S	S	S	S	T	S	S	S	S	S	S	S	S	S									
MAR	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31			18	4	9	31	
	S	S	S	S	V	S	S	S	S	V	S	S	S	S	V	S	S	S	S	V	S	S							
APR			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30		18	4	8	30
			V	S	S	S	S	S	S	T	S	S	S	S	V	S	S	S	S	V	S	S	S	S					
MAY				1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29		18	3	10	31
				V	S	S	S	S	S	S	S	S	S	V	S	S	S	S	S	H	S	S	S						
JUNE	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30			18	4	8	30	
	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	V	V	V	V							

- S = Regular School Day
- H = Holiday
- V = Vacation or Non-Billable
- T = Teacher
- E = Extended School Day
- W = School Closed due to Emergency (Weather, etc.)

TOTAL July 2019 - June 2020

200	62	104	366
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CMHC ID NO. 2151 - 460CAL16 CENSUS SITE 2151-10
HYPERION TX5 **RSY:** 180
ESY: 20

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Enrichment Agreement

**Ratification of Agreement #20-11 – Foundation for California Community Colleges
(DeGenna/Shea)**

The California Afterschool Network (CAN), operating under the auspices of The Foundation for California Community Colleges, will provide professional development for the Afterschool program staff in the Oxnard School District during the 2020-21 school year. The goal of the professional development is to update each school's program goals and objectives toward these goals.

Term of Agreement: July 1, 2020 – June 30, 2021

FISCAL IMPACT:

\$22,500.00 – ASES

RECOMMENDATION:

It is recommended by the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-11 with The Foundation for California Community Colleges.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-11, Foundation for California Community Colleges \(6 Pages\)](#)

OSD AGREEMENT #20-11



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES

SERVICES AGREEMENT

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

and

OXNARD SCHOOL DISTRICT

Agreement No. 00003398

1. Background

The California Afterschool Network (CAN) is a fiscally sponsored project of the Foundation for California Community Colleges. As such, CAN operates under the auspices of the Foundation, a 501(c)(3) nonprofit organization. The purpose of CAN is to increase access to high quality out-of-school time programs that support the success of California's children and youth. CAN's mission is to provide professionals, advocates, and community members the tools and resources necessary to build high-quality out-of-school time programs in California. As a catalyst for Quality, CAN has been instrumental in leading field based efforts to create the Quality Standards for Expanded Learning in California. Since the adoption of the Quality Standards, CAN has been a leading provider of Technical Assistance on the Quality Standards and the Continuous Quality Improvement process for expanded learning programs in California.

2. Parties to Agreement

For the purposes of this agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, on behalf of CAN, is referred to as "FOUNDATION" and Oxnard School District is referred to as "CUSTOMER".

3. Services

FOUNDATION shall provide to CUSTOMER five (5) workshop series as set forth in the Scope of Work attached hereto as Exhibit "A" and herein incorporated by reference (the "Services"). CUSTOMER agrees to work closely with FOUNDATION staff and its partners in the performance of Services and shall be available to FOUNDATION's staff and its partners at all reasonable times.

4. Term, Termination

4.1 Term. The period of this Agreement is from **July 1, 2020** to **June 30, 2021** ("Term"), or until all funds due to FOUNDATION under this agreement have been paid and all terms and conditions have been satisfied.

4.2 **Termination for Convenience.** Either party shall have the right to terminate this agreement for any reason or no reason, without penalty, at any time by providing the other party with written notice of termination at least thirty (30) calendar days in advance.

4.3 **Termination for Cause.** Either party shall have the right to terminate this agreement, without penalty, within a reasonable time period should the other party be found to be in material breach of this agreement and fails to cure such breach within thirty (30) days after written notice of the same is sent to the other party or within any other time period agreed upon in writing by the parties.

4.4 **Procedures at Termination.** Either party must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses.

5. Compensation

The total fee to be paid to FOUNDATION by CUSTOMER for the Services shall not exceed **\$22,500**, including all applicable taxes. Budget detail is set forth in the Proposal attached hereto as Exhibit "A". CUSTOMER shall provide invoicing instructions to FOUNDATION immediately upon execution of this Agreement. If additional work is requested, it will be approved by the Parties in advance and will be billed at the rate of \$4,500 per workshop.

6. Indemnification

FOUNDATION shall be liable for and shall indemnify and hold CUSTOMER harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FOUNDATION, its officers, employees, agents, subcontractors and representatives or violation of this Agreement by FOUNDATION. CUSTOMER shall be liable for and shall indemnify and hold FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of CUSTOMER, its officers, employees, agents, and representatives or violation of this Agreement by the CUSTOMER.

7. Notices

All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

FOUNDATION:

REPRESENTATIVE/PROGRAM MANAGER (All Programmatic Issues):

Jeff Davis
Executive Director, CAN
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-325-0854
jdavis@afterschoolnetwork.org

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
contracts@foundationccc.org

CUSTOMER:

REPRESENTATIVE/PROGRAM MANAGER (All Programmatic Issues):

Ginger Shea
Manager, Special Programs and Services
Oxnard School District
1051 South A Street
Oxnard, CA 93090
805-385-1501 x2324
gshea@oxnardsd.org

8. General Provisions

8.1 Captions and Interpretation. Paragraph headings in this agreement are used solely for convenience, and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

8.2 Assignment and Delegation. This agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

8.3 Anti-lobbying. FOUNDATION shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.

8.4 Non-Discrimination. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. CUSTOMER shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)

8.5 Debarment and/or Suspension. CUSTOMER shall comply with Executive Order 12549, Debarment and Suspension. CUSTOMER represents and warrants that CUSTOMER is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

8.6 Entire Agreement. This agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this agreement will prevail.

8.7 Modification of Agreement. This agreement may be modified only by a written agreement dated subsequent to this agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.8 Law to Govern; Venue. This agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

8.9 Time is of the Essence. Time is of the essence with respect to all provisions of this agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.

8.10 Construction of Agreement. Both parties have participated in the negotiation and drafting of this agreement. Therefore, the terms and conditions of this agreement shall not be construed against either party as the drafting party.

8.11 Confidentiality. CUSTOMER shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in CUSTOMER's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after CUSTOMER's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this agreement.

8.12 Execution of this Agreement. The Parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement.

8.13 Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

8.14 Severability. If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this agreement will remain in full force and effect.

8.15 Non-waiver. The failure of either FOUNDATION or CUSTOMER, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this agreement or under law of this agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.

8.16 Relationship of the Parties. Both parties are independent parties and this agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this agreement.

8.17 Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

OXNARD SCHOOL DISTRICT:

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES:**

By: _____

By: _____

Print Name: Lisa A. Franz

Print Name: _____

Title: Director, Purchasing

Title: _____

Date: _____

Date: _____

CUSTOMER – second signature, if required

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: N/A

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

EXHIBIT A

SCOPE OF WORK

CAN shall provide Oxnard School District with 5 (five) fee for service training experiences. The scope of work is as follows:

- CAN will work with the contracting agency to schedule a series of 5 workshop offerings;
- Conduct a virtual planning meeting with the contracting agency to plan each unique workshop;
- Implement each workshop as planned with contracting agency;
- Complete any necessary follow-up.

Additional training will be billed at the rate of \$4,500 per workshop.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement/MOU #20-14 - kid-grit, LLC (DeGenna/Shea)

kid-grit is a Social and Emotional curriculum, and kid-grit, LLC will provide training to the After School program staff at four (4) schools this year as a pilot, with the potential to expand program wide next year. The goal of this training is to train staff in the development of social and emotional skills for children.

FISCAL IMPACT:

\$6,600.00 - ASES

RECOMMENDATION:

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #20-14 with kid-grit, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #20-14, kid-grit, LLC \(2 Pages\)](#)

**AGREEMENT #20-14 BETWEEN kid-grit, LLC AND OXNARD SCHOOL DISTRICT
FOR ENRICHMENT**

The scope of this document is to define the roles and responsibilities of kid-grit and the Oxnard School District (OSD). The purpose is to provide a holistic approach to social emotional learning and mindfulness for schools in Oxnard School District.

This serves as a Memorandum of Understanding and Responsibility Agreement that KID-GRIT, LLC and OSD will work together to provide an enrichment program for students in Oxnard. 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. kid-grit, LLC agrees to:

a. Provide a full day professional development training at a cost of \$3500. The training will include: 3.5 hours of hands on training in mindfulness and SEL activities for front line staff and 3 hours of lessons analysis and collaborative planning for program implementation.

b. Provide a total of 4 site visits at a cost of \$500 each, \$2000 total, to be scheduled within a week of launching the program which will include:

- i. Classroom observations
- ii. Supportive coaching sessions with front line staff
- iii. Reflections paper sent to managers/admirative staff post site visit and coaching sessions
- iv. Variations may be discussed with kid-grit, LLC

c. Provide 5 copies of the kid-grit, LLC curriculum (25 hours of hands on, CASEL aligned, SEL and mindfulness activities and action projects) at a total cost of \$999.

d. Provide an insurance certificate meeting the requirements of OSD.

e. Provider agrees to defend, indemnify, and hold harmless OSD, 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 OSD, or loss or theft of such Property, done or caused by such persons. OSD assumes no responsibility whatsoever for any property placed on OSD 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 OSD. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the OSD or any of its officers, agents, employees, and/or volunteers.

2. The OSD agrees to:

- a. Provide site for workshop.
- b. Pay a one-time fee of \$100 for the insurance certificate.
- c. Provide presentation equipment as requested.

The Oxnard School District shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented July 1, 2020-June 30, 2021.

For Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

For kid-grit, LLC:

Julia Gabor, Founder

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement/MOU #20-15 – Hip Hop Mindset (DeGenna/Shea)

Hip Hop Mindset will provide hip hop dance lessons to students in the Oxnard School District. The program will provide extra enrichment for students after school.

Term of the Agreement/MOU: July 1, 2020 through June 30, 2021

FISCAL IMPACT:

\$60,000.00 – ASES Grant Funds

RECOMMENDATION:

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #20-15 with Hip Hop Mindset.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #20-15, Hip Hop Mindset \(1 Page\)](#)

**Agreement/Memorandum of Understanding and Responsibility #20-15
Between Oxnard School District and
Hip Hop Mindset**

The scope of this document is to define the roles and responsibilities of Hip Hop Mindset, William Venegas (Consultant) in providing dance classes to students attending schools in Oxnard School District (District). The purpose is to provide enrichment opportunities for the students in Oxnard School District.

This serves as a Memorandum of Understanding and Responsibility (MOU) agreement that the District and Consultant will work together towards promoting a quality enrichment for students. Both the District and Consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

I. Consultant

A. Curriculum

1. Consultant will staff and provide hip hop dance instruction at schools in Oxnard School District.
2. Consultant will have staff sign into the school office as a visitor and check in with the office manager.

B. Fees

1. Total cost of program will not exceed \$60,000 including supplies and materials purchased by Consultant or District.
 - a. Any Supplies or materials purchased by Consultant shall have itemized receipts attached with monthly invoice.
 - b. Invoices will be submitted monthly for services provided. The last and final invoice shall be received by District no later than June 30, 2021.
2. Hourly fees will be charged at \$80 an hour.

C. Insurance and Clearance Requirements

1. Consultant agrees to carry an insurance policy that meets the requirements of the Oxnard School District Risk Management department that covers the dates of service of this agreement.
2. Pass a fingerprint screening as required by the Department of Justice.
3. Have on file with the District valid proof of negative tuberculosis test.

II. Oxnard School District agrees to:

- A. Provide training space for the program.
- B. Supply requested materials.
- C. Support Hip Hop Mindset with live scan fingerprinting
- D. Pay Hip Hop Mindset as outlined above.

Hip Hop Mindset/William Venegas will monitor this agreement to oversee implementation of project activity in coordination with the manager of special programs. This memorandum of understanding and responsibility agreement shall be effective upon signature and Board approval. The agreement will be in effect from July 1, 2020 to June 30, 2021.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz, Director, Purchasing

Date

HIP HOP MINDSET:

William Venegas

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #20-36 – California Department of Education – Child Development Division Contract #CSPP-0674 (DeGenna/Valdes)

The agreement formalizes services to be provided in accordance with Funding Terms and Conditions of the California State Preschool Contract #CSPP-0674. Funding allows for the operation of 8 state preschool sites. Program operates for 180 days and follows the Oxnard School District calendar.

Term of the Agreement: July 1, 2020 through June 30, 2021

FISCAL IMPACT:

\$2,064,039.00 funding to the Oxnard School District to operate State Preschool Program.

RECOMMENDATION:

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #20-36 with California Department of Education – Child Development Division.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-36, California Department of Education-Child Development Division \(8 Pages\)](#)



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F. Y. 20 - 21

DATE: July 01, 2020

CONTRACT NUMBER: CSPP-0674

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 56-07253-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

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 20-21, 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, 2020 through June 30, 2021. 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 \$49.85 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$2,064,039.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 41,405.0

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/ftc2020.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 Street, Oxnard, CA 93030			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,064,039	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-7253		Department of General Services use only		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,064,039	ITEM 30.10.010 6100-196-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE			

Contractor Certification Clauses

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
August 5, 2020	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.

1. Proposer/Bidder Firm Name (Printed):

Oxnard School District

2. Federal ID Number:

95-6002318

3. By (Authorized Signature):
-

4. Printed Name and Title of Person Signing:

Lisa Franz, Director of Purchasing

5. Date Executed:

8/5/20

6. Executed in the County and State of:

Ventura, California

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Academic Agreement

**Ratification of Agreement/MOU #20-37 – Continuing Development Inc. – Harrington NfL
Preschool (DeGenna/Valdes)**

This Agreement/MOU establishes the terms for the use of preschool classrooms between the Oxnard School District and Continuing Development Inc. to operate a Preschool Program at the Harrington Early Childhood Development Center during fiscal year 2020-2021.

Term of agreement: July 1, 2020 through June 30, 2021

FISCAL IMPACT:

\$40,752.00 paid to Oxnard School District by Continuing Development Inc.

RECOMMENDATION:

It is the recommendation of the Director of Early Childhood Education Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #20-37 with Continuing Development Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #20-37, Continuing Development Inc. \(12 Pages\)](#)

OSD AGREEMENT #20-37

**AGREEMENT/MEMORANDUM OF UNDERSTANDING REGARDING
FACILITIES USE BY AND BETWEEN CONTINUING DEVELOPMENT, INC.
AND THE OXNARD SCHOOL DISTRICT
HARRINGTON SCHOOL**

This Agreement/Memorandum of Understanding Regarding Facilities Use (“MOU”) is made between Continuing Development, Inc. (“CDI” or “Lessee”) and the Oxnard School District (“District” or “Lessor”). CDI and the District shall sometimes be referred to herein as the “Parties” or individually as the “Party”.

WHEREAS, Lessee and Lessor wish to enter into a Site Lease of Real Property (the “Site Lease”) pursuant to which Lessee will occupy one classroom (the “Space” or the “Facility”) on the premises of the District’s Harrington School at 451 South Olive Street, Oxnard, California (the “Harrington Site”);

WHEREAS, Lessor believes that it is in the best interest of Lessor, Lessee, the students and teachers of the District, the parents of the students of the District, and the public to allow Lessee to utilize the Facility pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term

1.1 The term of this MOU shall commence on July 1, 2020 and end on June 30, 2021 (the “Term”) subject only to termination in accordance with this MOU. The Term may be extended for additional one-year periods subject to the following conditions:

(a) Lessee shall notify Lessor by February 15th of each year requesting extension of the MOU for another year one-year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Term or any extension thereof, Lessee notifies Lessor that it wishes to extend the term, Lessor may, in its sole discretion, offer Lessee alternative and essentially equivalent premises at another school site within the District, provided that Lessor gives Lessee not less than ninety days prior written notice of its election to do so.

(b) Lessor may deny any and all extensions beyond the Term if there is an uncured breach of this MOU or if Lessor, in its sole discretion, requires the use of the Facility. Lessor shall notify Lessee of its denial by February 28th of any year requesting extension.

Article 2. Use of the Space

2.1 ALLOCATION OF SPACE

Lessor hereby allocates to Lessee, for the term of this MOU, use of the Space in the manner and for the purpose specifically set forth herein.

(a) Shared Space – Shared Use. The Space will be shared by both Lessee and Lessor. Lessee will occupy three rooms for the sole purpose of operating a preschool program (the “Program”) and share the use of the playground and storage areas adjacent to the classroom. The Program will operate congruent to Lessor’s school calendar. Lessee will provide the Lessor, no later than April 30th of each year, a copy of the program instructional and staffing calendar for the future fiscal year. Program staff shall use the restrooms in the Administration and Preschool Buildings, shared with others. Lessee and all Program staff shall comply with all rules, regulations, ordinances and requirements of the District and Harrington School. Lessee understands and agrees that it will cooperate with other persons using the premises at Harrington School and will reach amicable arrangements concerning such use.

(b) Lessee acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, Lessee has not relied on any representation, statement, or warranty of Lessor or anyone acting for or on behalf of Lessor; (ii) Lessee is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) Lessor makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

2.2 SPACE IMPROVEMENTS

Lessee may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of Lessor.

2.3 REPRESENTATIONS AND WARRANTIES OF LESSEE

Lessee represents and warrants to Lessor that:

(a) Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. Lessee will maintain good standing and full power and authority at all times during the term of this MOU.

(b) Lessee has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have been duly authorized by all necessary actions on the part of Lessee and do not require any further approvals or consents.

(c) There is no pending or, to the best knowledge of Lessee, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Lessee to perform its obligations under this MOU.

Article 3. Permitted Uses

3.1 ALLOWABLE PURPOSES

Lessee shall be entitled to use the Facility solely for the purposes of operating the Program.

3.2 NUISANCE, MISCELLANEOUS

Lessee shall not do or permit anything to be done, without the prior written consent of Lessor, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall Lessee sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. Lessee shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. Lessee shall not use or allow the Facility to be used for any improper or objectionable purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Space. Lessee shall not commit or suffer to be committed any waste in or upon the Space. Lessee shall be responsible for the repair or replacement of any property of Lessor that may be lost, damaged, or stolen.

3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS

(a) Lessee shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. Lessee shall not be responsible for any and all legal compliance or environmental conditions that existed prior to Lessee's occupancy of the Space. Lessee shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by Lessee. Nothing in this section is intended to obligate Lessee to be responsible for or require Lessee to regulate the actions of any third parties not under the control of Lessee.

(b) Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this MOU. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

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

3.4 FINGERPRINTING

Lessee shall ensure that any persons admitted by Lessee to the Space, who are likely to have contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at Lessee's expense.

3.5 VACATING

(a) Upon the termination of this MOU, Lessee shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.

(b) Upon the termination of this MOU, Lessee shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense. If any property not belonging to Lessor is left behind after Lessee vacates the Space, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee.

Article 4. Fees

4.1 During the term of this MOU, Lessee will pay to Lessor a monthly rental fee in the amount of \$3,396.00, calculated on 1,132 square feet at \$3.00 per square foot. Square feet calculation includes classroom and kitchen area, it does not include shared spaces (storage, playground, etc.). The rental fee shall be due on the first of each month. Both parties agree to adjust the rental fee annually based on the Consumer Price Index (CPI). Rental fees are inclusive of utilities and site maintenance.

Article 5. Compliance with Laws

5.1 Lessee shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Facility that might threaten the exterior or structural elements of Lessor's property.

5.2 Lessee shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

Article 6. Maintenance and Other Expenses

6.1 FURNISHINGS AND EQUIPMENT

Lessee shall be responsible for providing any personal property, including equipment, appliances and furnishings required for the operation of the Space and/or the Program. Facilities, furnishings and equipment provided to Lessee by Lessor, if any, shall remain the property of Lessor.

6.2 SITE MAINTENANCE

Lessor shall provide custodial and facility maintenance services 5 days a week while program is operational.

Facility maintenance will include all plumbing, electrical, HVAC, and building structure repairs. Lessor will maintain all fire prevention systems in accordance with local and state laws.

Custodial (Lessor) services will meet cleanliness requirements of Community Care Licensing (CCL). If Lessor janitorial does not meet CCL standards, subjecting CDI to a citation and/or fine, CDI will reserve the right to have the violation corrected immediately by an outside vendor at CDI's discretion and cost.

Lessee shall maintain the Space in good condition suitable for the Program.

6.3 REQUIRED NOTICE – EMERGENCY

Lessee shall immediately inform Lessor or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the District's students, volunteers, employees or teachers. Lessee shall cooperate with, and participate in, any lockdowns or exigent security procedures required by Lessor.

Article 7. Indemnification

7.1 **Lessee's Indemnity Obligation.** To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless Lessor, its officers, agents, employee, agents, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessee or by any of its officers, agents, employees, elected board members, and volunteers, or by any individual, entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence

or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor's real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this Agreement, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. Failure of Lessor to monitor compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessor and its members as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this Agreement.

_____ (Initials)

Lessor's Indemnity Obligation. To the fullest extent permitted by California law, Lessor shall at its sole expense indemnify, protect, defend and hold harmless Lessee and its providers, and its officers, directors, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessor or by any officers, agents, employees, elected board members, and volunteers, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on Lessor real property while Services under this Agreement are being rendered at any school site. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lessee, its providers, its officials, employees, subcontractors, agents, or volunteers. Except as specifically provided in this Agreement, in no event shall Lessor be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement, Failure of Lessee to monitor compliance with these requirements imposes no additional obligations on Lessee and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessee, its providers, employees, and agents as set forth here is binding on the successors and assigns of Lessor and shall survive the termination of this Agreement.

_____ (Initials)

Article 8. Insurance

8.1 REQUIRED LESSEE INSURANCE

Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this MOU, the following insurance:

(a) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

(b) 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 required symbol 1 coverage), non-owned and hired automobiles.

(c) Workers’ Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer’s Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the District.

(d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.

(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

8.2 INSURANCE REQUIREMENTS

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

(b) Lessor is to be named as an additional insured as respects work performed by or on behalf of Lessee under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers’ compensation coverage).

(c) All insurance required under this MOU shall be primary coverage as respects Lessor, and any insurance or self-insurance maintained by Lessor shall be in excess of Lessee’s insurance coverage and shall not contribute to Lessee’s coverage. Lessor is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Lessee to meet the requirements.

(d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to Lessor.

8.3 COPIES

Lessee shall provide to Lessor a copy of all Certificates of Insurance and additional insured endorsements, and 30 days Notice of Cancellation Clause endorsements belonging to Lessee and that apply to Lessee and its use of the Facility.

Article 9. Access by Lessor

9.1 Lessor or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Facility; (b) as required by law or emergency; and (c) to examine the Space. Lessor shall maintain a set of keys to the Space.

Article 10. Miscellaneous

10.1 ENTIRE AGREEMENT

This MOU reflects the sole and entire agreement between the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

10.2 MODIFICATION

This MOU may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this MOU.

10.3 GOVERNING LAW & VENUE

This MOU shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between Lessee and Lessor shall be brought in the Superior Courts of the State of California, Ventura County.

10.4 FORCE MAJEURE

Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the 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.

10.5 SEVERABILITY

If any term, covenant, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

10.6 COUNTERPARTS

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

10.7 SUCCESSORS AND ASSIGNS

This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

10.8 ATTORNEYS' FEES

In the event that suit is brought for recovery of the Space or for any sum due hereunder, or because of any act which may arise out of the possession of the Space, by either Party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and fees for consultants and experts.

10.9 NOTICES

All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to Lessor shall be addressed to:

Oxnard School District

Educational Services

1051 S. "A" Street

Oxnard, CA 93030

Attn: Dr. Anabolena DeGenna, Assistant Superintendent, Educational Services

Notice shall be given to Lessee at the following address:

Continuing Development, Inc.

4540 Duckhorn Drive, #202

Sacramento, CA 95834

Attn: Susan Dumars, President

Article 11. Assignment and Subletting

11.1 Lessee shall not assign its rights or delegate its duties under this MOU. Lessee shall not sublet or permit the subletting of the Space, or any part thereof, without the prior written consent from Lessor. In addition, Lessee shall not allow any other person and/or entity to use the Space without the prior written consent from Lessor.

Article 12. Dispute Resolution

12.1 Disputes between Lessee and Lessor regarding this MOU shall be resolved using the dispute resolution process described herein.

12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, Lessee's representatives shall meet with Lessor's representatives in an informal setting to try to resolve the dispute.

12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by Lessee and Lessor. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

Article 13. Default

13.1 DEFAULT BY LESSEE

The occurrence of any of the following shall constitute a material default and breach of this MOU by Lessee:

(a) Any failure by Lessee to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by Lessee to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by Lessee for more than 90 days.

(d) A failure by Lessee to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. Lessee shall not be deemed to be in default if Lessee shall within such thirty (30) day period commence such cure and thereafter diligently prosecutes the same to completion.

(e) At any time prior to the expiration or termination of this MOU, Lessee is unable to pay its debts in the ordinary course of business as they come due.

(f) An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against Lessee, and the same is not discharged within ninety (90) days of commencement.

(g) If Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to Lessor in connection with the Space and/or the Program.

13.2 WAIVER

The waiver by Lessor of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 14. Remedies for Default and Termination for Cause

14.1 LESSOR REMEDIES

If Lessee commits any such material default and/or breach as defined in Article 13, then Lessor may, at any time thereafter without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default and/or breach:

(a) Maintain this MOU in full force and effect without terminating Lessee's right to possession irrespective of whether Lessee shall have abandoned the Space. In such case, Lessor may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If Lessee has abandoned the Space and any property not belonging to Lessor has been left behind, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee. Lessor may also allow others to use the Space, in which case the MOU shall terminate.

(b) Terminate Lessee's right to possession by any lawful means, in which case this MOU shall terminate and Lessee shall immediately surrender possession of the Space to Lessor. In such event Lessor shall be entitled to recover from Lessee any unpaid invoices for all costs and expenses incurred by Lessor in connection with the termination of Lessee's possession, including, without limitation, any and all consultant and attorney costs and fees.

Article 15. Termination for Convenience

15.1 TERMINATION BY LESSEE FOR CONVENIENCE

Lessee may terminate this MOU for its convenience, by providing 60-days written notice of termination to Lessor.

15.2 TERMINATION BY LESSOR FOR CONVENIENCE

Lessor may terminate this MOU for its convenience by providing 60 days written notice to Lessee.

CONTINUING DEVELOPMENT, INC.:

By: _____

Name: Susan Dumars

Title: President

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____

Name: Lisa A. Franz

Title: Director, Purchasing

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-38 – PRIDE Learning Co. (DeGenna/Edwards)

PRIDE Learning Co. will provide reading, writing, and comprehension support to students selected or assigned by the Special Education Services Department.

Term of the Agreement: July 1, 2020 through June 30, 2021

FISCAL IMPACT:

\$174,000.00 – 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 #20-38 with PRIDE Learning Co.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-38, PRIDE Learning Co. \(13 Pages\)](#)
[Tuition-Fees \(1 Page\)](#)
[Certificate of Insurance \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #20-38

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of August 2020 by and between the Oxnard School District (“District”) and PRIDE Learning Co. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2020 through June 30, 2021 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed One Hundred Seventy-Four Thousand Dollars (\$174,000.00), per the tuition/fees sheet attached, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: PRIDE Learning Co.
27001 La Paz Rd., Suite 336
Mission Viejo, CA 92691
Attention: May Dabbah
Phone: 866.774.3342
Email: may@pridelearningcenter.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.** DANIELLE EDWARDS 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:

PRIDE LEARNING CO.:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #20-38

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-38

SERVICES

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

***PER ATTACHED TUITION/FEES SHEET**

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

***PER ATTACHED TUITION/FEES 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 #20-38

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-38

COMPENSATION

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

Total compensation shall not exceed One Hundred Seventy-Four Thousand Dollars (\$174,000.00), per the tuition/fees sheet attached, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$174,000.00, per the tuition/fees sheet attached, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-38

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #20-38

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #20-38

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-238

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Tuition and Fees 2020-2021

1:1 instruction in spelling, reading, writing, and comprehension skills
On-Site/ In- Home with a PRIDE Reading Specialist

\$90.00 per hour with a 3-hour minimum per week
\$120.00 registration fee (\$60.00 for each additional sibling)

Optional Written Reports
\$160.00

PRIDE Learning Co 27001 La Paz Rd Suite 336 Mission Viejo CA 92691
866-774-3342 ext 7 www.pridereadingprogram.com

or agreement. Waiver of Subrogation applies to General Liability coverage if required by written contract or agreement. In the event of policy cancellation 30 days written notice will be provided.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Academic Agreement

Ratification of Agreement/MOU #20-41 with Interface Children and Family Services for Facilities Use at Harrington Early Childhood Development Center (DeGenna/Valdes)

This agreement establishes the terms between the Oxnard School District and Interface Children and Family Services for use of office space at Harrington Early Childhood Development Center.

Term of Agreement/MOU: July 1, 2020 to June 30, 2021

FISCAL IMPACT:

\$7,200.00 per year paid to Oxnard School District by Interface Children and Family Services.

RECOMMENDATION:

It is the recommendation of the Director of Early Childhood Education Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #20-41 with Interface Children and Family Services.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #20-41, Interface Children & Family Services \(12 Pages\)](#)

OSD AGREEMENT #20-41

**MEMORANDUM OF UNDERSTANDING REGARDING
FACILITIES USE BY AND BETWEEN INTERFACE CHILDREN & FAMILY
SERVICES AND THE OXNARD SCHOOL DISTRICT
HARRINGTON SCHOOL**

This Memorandum of Understanding Regarding Facilities Use (“MOU”) is made between Interface Children & Family Services (“Interface” or “Lessee”) and the Oxnard School District (“District” or “Lessor”). Interface and the District shall sometimes be referred to herein as the “Parties” or individually a “Party”.

WHEREAS, Lessee and Lessor wish to enter into a Site Lease of Real Property (the “Site Lease”) pursuant to which Lessee will occupy two rooms in the Family Resource Center (FRC) (the “Space” or the “Facility”) on the premises of the District’s Harrington School at 451 South Olive Street, Oxnard, California (the “Harrington Site”);

WHEREAS, Lessor believes that it is in the best interest of Lessor, Lessee, the students and teachers of the District, the parents of the students of the District, and the public to allow Lessee to utilize the Facility pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term

1.1 The term of this MOU shall commence on July 1, 2020 and end on June 30, 2021 (the “Term”) subject only to termination in accordance with this MOU. The Term may be extended for additional one-year periods subject to the following conditions:

(a) Lessee shall notify Lessor by February 15th of each year requesting extension of the MOU for another year one-year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Term or any extension thereof, Lessee notifies Lessor that it wishes to extend the term, Lessor may, in its sole discretion, offer Lessee alternative and essentially equivalent premises at another school site within the District, provided that Lessor gives Lessee not less than ninety days prior written notice of its election to do so.

(b) Lessor may deny any and all extensions beyond the Term if there is an uncured breach of this MOU or if Lessor, in its sole discretion, requires the use of the Facility. Lessor shall notify Lessee of its denial by February 28th of any year requesting extension.

Article 2. Use of the Space

2.1 ALLOCATION OF SPACE.

Lessor hereby allocates to Lessee, for the term of this MOU, use of the Space in the manner and for the purpose specifically set forth herein.

(a) Shared Space – Shared Use. The Space will be shared by both Lessee and Lessor. Lessee will occupy three rooms for the sole purpose of operating First 5/NfL (the “Program”). Lessee will provide the Lessor, no later than April 30th of each year, a copy of the program instructional and staffing calendar for the future fiscal year. Program staff shall use the restrooms in the Administration and Preschool Buildings, shared with others. Lessee and all Program staff shall comply with all rules, regulations, ordinances and requirements of the District and Harrington School. Lessee understands and agrees that it will cooperate with other persons using the premises at Harrington School and will reach amicable arrangements concerning such use.

(b) Lessee acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, Lessee has not relied on any representation, statement, or warranty of Lessor or anyone acting for or on behalf of Lessor; (ii) Lessee is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) Lessor makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

2.2 SPACE IMPROVEMENTS.

Lessee may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of Lessor.

2.3 REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents and warrants to Lessor that:

(a) Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. Lessee will maintain good standing and full power and authority at all times during the term of this MOU.

(b) Lessee has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have been duly authorized by all necessary actions on the part of Lessee and do not require any further approvals or consents.

(c) There is no pending or, to the best knowledge of Lessee, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Lessee to perform its obligations under this MOU.

Article 3. Permitted Uses

3.1 ALLOWABLE PURPOSES.

Lessee shall be entitled to use the Facility solely for the purposes of operating the Program.

3.2 NUISANCE, MISCELLANEOUS.

Lessee shall not do or permit anything to be done, without the prior written consent of Lessor, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall Lessee sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. Lessee shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. Lessee shall not use or allow the Facility to be used for any improper or objectionable purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Space. Lessee shall not commit or suffer to be committed any waste in or upon the Space. Lessee shall be responsible for the repair or replacement of any property of Lessor that may be lost, damaged, or stolen.

3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

(a) Lessee shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. Lessee shall not be responsible for any and all legal compliance or environmental conditions that existed prior to Lessee's occupancy of the Space. Lessee shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by Lessee. Nothing in this section is intended to obligate Lessee to be responsible for or require Lessee to regulate the actions of any third parties not under the control of Lessee.

(b) Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this MOU. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

(c) In the performance of this MOU, Lessee shall comply with all applicable provision of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and Lessor and all administrative regulations, rules and policies adopted thereunder as each

and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

3.4 FINGERPRINTING.

Lessee shall ensure that any persons admitted by Lessee to the Space, who are likely to have contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at Lessee's expense.

3.5 VACATING.

(a) Upon the termination of this MOU, Lessee shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.

(b) Upon the termination of this MOU, Lessee shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense. If any property not belonging to Lessor is left behind after Lessee vacates the Space, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee.

Article 4. Fees

4.1 During the term of this MOU, Lessee will pay to Lessor a monthly rental fee in the amount of \$600.00, calculated on 200 square feet at \$3.00 per square foot. The rental fee shall be due on the first of each month. Both parties agree to adjust the rental fee annually based on the Consumer Price Index (CPI). Rental fees are inclusive of utilities and site maintenance.

Article 5. Compliance with Laws

5.1 Lessee shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Facility that might threaten the exterior or structural elements of Lessor's property.

5.2 Lessee shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

Article 6. Maintenance and Other Expenses

6.1 FURNISHINGS AND EQUIPMENT.

Lessee shall be responsible for providing any personal property, including equipment, appliances and furnishing required for the operation of the Space and/or the

Program. Facilities and furnishings and equipment provided to Lessee by Lessor, if any, shall remain the property of Lessor.

6.2 SITE MAINTENANCE

Lessor shall provide custodial and facility maintenance services 5 days a week while program is operational.

Facility maintenance will include all plumbing, electrical, HVAC, and building structure repairs. Lessor will maintain all fire prevention systems in accordance with local and state laws.

Lessee shall maintain the Space in good condition suitable for the Program.

6.3 REQUIRED NOTICE – EMERGENCY.

Lessee shall immediately inform Lessor or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the District's students, volunteers, employees or teachers. Lessee shall cooperate with, and participate in, any lockdowns or exigent security procedures required by Lessor.

Article 7. Indemnification

7.1 **Lessee's Indemnity Obligation.** To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless Lessor, its officers, agents, employee, agents, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessee or by any of its officers, agents, employees, elected board members, and volunteers, or by any individual, entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor's real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this Agreement, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. Failure of Lessor to monitor compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessor and its members as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this Agreement.

_____ (Initials)

Lessor's Indemnity Obligation. To the fullest extent permitted by California law, Lessor shall at its sole expense indemnify, protect, defend and hold harmless Lessee and its providers, and its officers, directors, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessor or by any officers, agents, employees, elected board members, and volunteers, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on Lessor real property while Services under this Agreement are being rendered at any school site. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lessee, its providers, its officials, employees, subcontractors, agents, or volunteers. Except as specifically provided in this Agreement, in no event shall Lessor be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement, Failure of Lessee to monitor compliance with these requirements imposes no additional obligations on Lessee and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessee, its providers, employees, and agents as set forth here is binding on the successors and assigns of Lessor and shall survive the termination of this Agreement.

_____ (Initials)

Article 8. Insurance

8.1 REQUIRED LESSEE INSURANCE.

Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this MOU, the following insurance:

(a) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

(b) 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 required symbol 1 coverage), non-owned and hired automobiles.

(c) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the District.

(d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.

(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

8.2 INSURANCE REQUIREMENTS

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

(b) Lessor is to be named as an additional insured as respects work performed by or on behalf of Lessee under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers' compensation coverage).

(c) All insurance required under this MOU shall be primary coverage as respects Lessor, and any insurance or self-insurance maintained by Lessor shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. Lessor is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Lessee to meet the requirements.

(d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to Lessor.

8.3 COPIES.

Lessee shall provide to Lessor a copy of all Certificates of Insurance and additional insured endorsements, and 30 days Notice of Cancellation Clause endorsements belonging to Lessee and that apply to Lessee and its use of the Facility.

Article 9. Access by Lessor

9.1 Lessor or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Facility; (b) as required by law or emergency; and (c) to examine the Space. Lessor shall maintain a set of keys to the Space.

Article 10. Miscellaneous

10.1 ENTIRE AGREEMENT.

This MOU reflects the sole and entire agreement between the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

10.2 MODIFICATION.

This MOU may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this MOU.

10.3 GOVERNING LAW & VENUE.

This MOU shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between Lessee and Lessor shall be brought in the Superior Courts of the State of California, Ventura County.

10.4 FORCE MAJEURE

Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the 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.

10.5 SEVERABILITY

If any term, covenant, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

10.6 COUNTERPARTS

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

10.7 SUCCESSORS AND ASSIGNS

This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

10.8 ATTORNEYS' FEES

In the event that suit is brought for recovery of the Space or for any sum due hereunder, or because of any act which may arise out of the possession of the Space, by either Party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and fees for consultants and experts.

10.9 NOTICES.

All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to Lessor shall be addressed to:
Oxnard School District
Educational Services
1051 S. "A" Street
Oxnard, CA 93030
Attn: Dr. Anabolena DeGenna

Notice shall be given to Lessee at the following address:
Interface Children & Family Services
4001 Mission Oaks Blvd. Suite I
Camarillo, CA 93012
Attn: Erik Sternad, Executive Director

Article 11. Assignment and Subletting

11.1 Lessee shall not assign its rights or delegate its duties under this MOU. Lessee shall not sublet or permit the subletting of the Space, or any part thereof, without the prior written consent from Lessor. In addition, Lessee shall not allow any other person and/or entity to use the Space without the prior written consent from Lessor.

Article 12. Dispute Resolution

12.1 Disputes between Lessee and Lessor regarding this MOU shall be resolved using the dispute resolution process described herein.

12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, Lessee's

representatives shall meet with Lessor's representatives in an informal setting to try to resolve the dispute.

12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by Lessee and Lessor. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

Article 13. Default

13.1 DEFAULT BY LESSEE.

The occurrence of any of the following shall constitute a material default and breach of this MOU by Lessee:

(a) Any failure by Lessee to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by Lessee to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by Lessee for more than 90 days.

(d) A failure by Lessee to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. Lessee shall not be deemed to be in default if Lessee shall within such thirty (30) day period commence such cure and thereafter diligently prosecutes the same to completion.

(e) At any time prior to the expiration or termination of this MOU, Lessee is unable to pay its debts in the ordinary course of business as they come due.

(f) An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against Lessee, and the same is not discharged within ninety (90) days of commencement.

(g) If Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to Lessor in connection with the Space and/or the Program.

13.2 WAIVER.

The waiver by Lessor of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 14. Remedies for Default and Termination for Cause

14.1 LESSOR REMEDIES.

If Lessee commits any such material default and/or breach as defined in Article 13, then Lessor may, at any time thereafter without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default and/or breach:

(a) Maintain this MOU in full force and effect without terminating Lessee's right to possession irrespective of whether Lessee shall have abandoned the Space. In such case, Lessor may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If Lessee has abandoned the Space and any property not belonging to Lessor has been left behind, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee. Lessor may also allow others to use the Space, in which case the MOU shall terminate.

(b) Terminate Lessee's right to possession by any lawful means, in which case this MOU shall terminate and Lessee shall immediately surrender possession of the Space to Lessor. In such event Lessor shall be entitled to recover from Lessee any unpaid invoices for all costs and expenses incurred by Lessor in connection with the termination of Lessee's possession, including, without limitation, any and all consultant and attorney costs and fees.

Article 15. Termination for Convenience

15.1 TERMINATION BY LESSEE FOR CONVENIENCE.

Lessee may terminate this MOU for its convenience, by providing 60-days written notice of termination to Lessor.

15.2 TERMINATION BY LESSOR FOR CONVENIENCE.

Lessor may terminate this MOU for its convenience by providing 60 days written notice to Lessee.

CONTINUING DEVELOPMENT, INC.

By: _____

Name: Eric Sternad

Title: President

Date: _____

OXNARD SCHOOL DISTRICT

By: _____

Name: Lisa A. Franz

Title: Director, Purchasing

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Edd Bond

Date of Meeting: August 5, 2020

Agenda Section: Section C: Support Services Agreement

**Ratification of Agreement #20-44 – Sunrise Physical Therapy Services Inc.
(Bond/Magana)**

Sunrise Physical Therapy Services Inc. will provide ergonomic job site evaluations and training, follow-up visits, or group training sessions as requested during the 2020-2021 fiscal year to reduce workplace injury. Upon review and recommendation by the Risk Manager, staff may receive suggested ergonomic supplies.

FISCAL IMPACT:

Not to exceed \$28,500.00 – Ergonomic Funds

RECOMMENDATION:

It is recommended by the Risk Manager, and the Interim Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #20-44 with Sunrise Physical Therapy Services Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-44, Sunrise Physical Therapy Services Inc. \(13 Pages\)](#)
[Proposal \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #20-44

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of August 2020 by and between the Oxnard School District (“District”) and Sunrise Physical Therapy Services Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2020** through **June 30, 2021** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty-Eight Thousand Five Hundred Dollars and No Cents (\$28,500.00), 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: Norma Magana
Phone: 805.385.1501 x2443
Fax: 805.240.5963

To Consultant: Sunrise Physical Therapy Services Inc.
1879 Portola Rd., Suite A2
Ventura, CA 93003
Attention: Jamie Mason
Phone: 805.644.1273
Fax: 805.644.4417

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.** **NORMA MAGANA** 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:

**SUNRISE PHYSICAL THERAPY
SERVICES INC.:**

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #20-44

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-44

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. N/A	
B. N/A	
C. N/A	
D. N/A	

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #20-44

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-44

COMPENSATION

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

***SEE ATTACHED PROPOSAL**

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 \$28,500.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-44

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 #20-44

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #20-44

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-44

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

DESCRIPTION OF ERGONOMIC SERVICES:

SERVICES:

- **Individual Jobsite Evaluations and Training:** A pre-injury or post-injury evaluation of a worker's jobsite and the worker's biomechanical positioning and movement will be performed by Sunrise employees to identify potential risks and provide corrective recommendations. Changes to the work area on the day of the evaluation will be provided, if possible. Appropriate handouts and instruction for preventative techniques will be provided.

Follow up with the employee via phone, computer, and/or in person within 3 months of the initial evaluation will be included.

During an individual training the employee will be trained on proper body mechanics and preventative techniques for their specific job tasks. Pertinent handouts on preventative techniques will be provided to the employee.

A report in the format acceptable to Oxnard School District (OSD) will be provided for each interaction. A sign-in sheet for each training will also be provided.

- **Brief Evaluations/Training:** A Brief Evaluation/Training may be more appropriate at times. A shorter visit with an employee, such as a work area adjustment or reminders on posture, may only require a brief review/training. Another example is review of ergonomic equipment use, or review of preventative techniques previously discussed.

A report in the format acceptable to OSD will be provided for each interaction. A sign-in sheet for each training will also be provided.

- **Group Training:** A group of workers will be trained on injury prevention techniques for their specific job tasks. This training can include practicing techniques such as how to lift properly, job specific materials handling techniques, job specific activities involving posture and body mechanics, core stabilization, and/or stretching programs.

A report in the format acceptable to OSD will be provided for each training. A sign-in sheet will also be provided.

The above services can be provided remotely on a secure online platform if designated by OSD.

SCHEDULE OF FEES

FEES:

- Jobsite Evaluations/Individual Training: \$250.00
- Brief Evaluation/Training: \$150.00
- Group Training: \$375.00

These fees are applicable to both in person and online services.

PAYMENT:

Sunrise will provide a monthly log/invoice to OSD within the first week following the month of services rendered.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2020

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

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

PRODUCER Affinity Insurance Services, Inc 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034	CONTACT NAME:	
	PHONE (A/C. No. Ext): 877-738-3714	FAX (A/C. No): 847-953-2700
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Columbia Casualty Company	NAIC # 20427
INSURED Sunrise Physical Therapy Services 705 N. Oxnard Blvd. Ste 107 Oxnard, CA 93030	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR General Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	A		411938984	02/17/2020	02/17/2021	EACH OCCURRENCE \$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$						
	MED EXP (Any one person) \$						
	PERSONAL & ADV INJURY \$						
							GENERAL AGGREGATE \$3,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability - Occurrence			411938984	02/17/2020	02/17/2021	Per Claim Aggregate \$2,000,000 \$4,000,000

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

Sexual Abuse / Misconduct Increased Sublimit of Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate

Oxnard School District 1051 South A St, Oxnard, CA 93033 has been add ad an additional insured to General Liability effective 6/30/2020

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District 1051 South A St Oxnard, CA 93033	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 Affinity Insurance Services, Inc

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #20-48 with Child Development Resources of Ventura County, Inc. – Ground Lease for Jeff Davis Head Start (DeGenna/Valdes)

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

Term of the Ground Lease: July 1, 2020 to June 30, 2023

FISCAL IMPACT:

\$1,000.00 per year paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Early Childhood Education, that the Board of Trustees ratify Agreement # 20-48 with Child Development Resources of Ventura County, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-48, Child Development Resources of Ventura County Inc. \(15 Pages\)](#)

Agreement #20-48

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

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

This Site Lease of Real Property (the Site Lease) is hereby made and entered into this 1st day of July 2020 (Effective Date), by and between OXNARD SCHOOL DISTRICT, a California public school district in the County of Ventura, California (the District) and CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC. (Lessee).

RECITALS

WHEREAS, the District operates and maintains an intermediate school site at Manuel M. Lopez Academy of Arts & Sciences at 647 West Hill Street in the City of Oxnard, California (the "School Site"); and

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

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

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

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

Article I - Premises

Section 1.1 Premises

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

Section 1.2 Warranty of Title

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

Section 1.3 Relocation of Premises

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

Article II - Use of Premises

Section 2.1 Permissible Uses

Lessee shall use the Premises to house and operate Jeff Davis Head Start (the Program) and for no other purpose unless mutually agreed to by the parties. Lessee will provide District, no later than July 31, 2020, a copy of the program instructional and staffing calendar for each Program year during the term of this Site Lease, beginning with 2020-2021.

Section 2.2 Suitability

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

Section 2.3 Shared Use of School Site Facilities

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

Section 2.4 Parking

Currently, there are no parking spaces assigned to CDR

Article III - Operation, Maintenance, Repair and Utilities

Section 3.1 Operation

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

Section 3.2 Maintenance

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

Section 3.3 Utilities

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

Lessee pays for own utilities and janitorial services.

Section 3.4 Repair

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

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

Section 3.5 Equipment

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

Section 3.6 District Non-Responsibility

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

Section 3.7 Alterations

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

Article IV – Term and Rent

Section 4.1 Initial/Extended Terms

The extended term of this Site Lease shall be **three (3) years commencing on July 1, 2020 (the “Commencement Date”) and ending June 30, 2023** unless terminated sooner under any provision of this Agreement (the “Term”). Lessee may have access to facility starting July 1, 2020.

Section 4.2 Extensions

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

Section 4.3 Early Termination

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

Section 4.4 Rent

Annual rent shall be One Thousand Dollars (\$1,000.00) per year, payable upon the Commencement Date. The District agrees to verify the difference between the actual rental value and the actual money paid in an annual third-party in kind contribution receipt, which is required by the Federal funding source and in no way implies a use of public funds for private purpose.

The annual value of said Premises is \$13,000.00 (based on 13,200 square feet). The District agrees to contribute in-kind land use fees of \$1,000.00 per month (annual in-kind value \$12,000.00).

Article V - Insurance

Section 5.1 Insurance

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

Article VI - Indemnification

Section 6.1 Indemnification

The Lessee shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents ("Indemnified Parties") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the ownership, use, occupancy, operation or

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

Article VII - Assignments

Section 7.1 Sublease or Assignment

The Lessee shall not subcontract, sublet or assign any of its rights or duties hereunder, in whole or in part, without the prior written consent of the District.

Section 7.2 Third Party Use

The Lessee shall not allow any other person and/or entity to use the Premises without the prior written notification of the District.

Article VIII - Breach and Termination

Section 8.1 Breach and Termination

In the event of any material breach or default of this Site Lease by either party, the other party may terminate this Site Lease and have no further obligations hereunder (save those set forth in this Article) if such default or breach continues for a period of forty-five (45) days after the breaching party receives written notice of the default or breach; provided, however, that if the nature of the default or breach is such that more than forty-five (45) days are reasonably required for its cure, then the non-breaching party shall not have the right to terminate this Site Lease if the breaching party commences such cure within the forty-five (45) day period and thereafter diligently prosecutes such cure to completion. Any written notice regarding a default or breach shall include a detailed explanation of the default or breach. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the District and/or the Lessee.

Section 8.2 Termination for Cause

Either party may terminate this Site Lease for Cause. Cause shall include, without limitation, the following:

- (i) The Lessee is adjudged bankrupt;
- (ii) The Lessee makes a general assignment for the benefit of its creditors;
- (iii) A receiver is appointed on account of the Lessee's insolvency;
- (iv) If the Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the site;
- (v) If the District has made any material misrepresentation of any nature in or with respect to

any information or data furnished to the Lessee in connection with the site;

- (vi) If any hazardous material is discovered on site; and the Lessee fails to take action as is required under this Agreement;
- (vii) If the Lessee ceases to use the Premises for the use specified herein for ninety (90) consecutive days or more.

Article IX - Inspection of Premises

Section 9.1 Inspection

The Lessee agrees to provide the District with a set of keys to the Premises for emergency repairs. The Lessee shall permit the District and its agents to enter the Premises at any reasonable time for the purpose of inspecting the same, performing the District's maintenance and repair responsibilities, or posting a notice of non-responsibility for alterations, additions or repairs. The District and its authorized agents and representatives shall have the right throughout the term of this Site Lease to enter the Premises at all reasonable times during usual business hours and upon reasonable notice for the purpose of inspecting the Premises.

Article X – Removal of Facility and Personal Property

Section 10.1 Removal of Facility

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises the Facility in accordance with the provisions of Section 1.3 above relating to the manner of removal.

Section 10.2 Removal of Personal Property

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises any furniture, equipment or other personal property ("Lessee's Personal Property") that it placed on the Premises that is not affixed to the Premises, at its sole expense.

Section 10.3 Repair

The Lessee shall repair any damage to the School Site, and/or the Premises, caused by removal of the Lessee's Facility and/or Personal Property and restore the School Site, and the Premises to good condition, less reasonable wear and tear.

Article XI - Independent Contractor

Section 11.1 Independent Contractor

Under no circumstances shall this Site Lease be construed as an agreement of partnership, joint venture, or employment between the District and the Lessee.

Section 11.2 No Authority

Each party acknowledges and agrees that it neither has, nor will it give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

Article XII – Environmental Representations and Covenants

Section 12.1 Definitions

For purposes of this Site Lease, the terms “Hazardous Materials” and “Environmental Laws” shall have the meanings provided in the attached **Exhibit C**.

Section 12.2 District’s Representations

- (a) To the best of the District’s knowledge, both the School Site and the Premises are in compliance with all applicable Environmental Laws.
- (b) Neither the District nor, to the District’s knowledge, any predecessor in interest to the District has received any written notice of violation issued pursuant to any Environmental Laws with respect to the School Site or the Premises or the land to be occupied by the Facility.

Section 12.3 Hazardous Materials

The District and the Lessee agree not to cause or permit any Hazardous Materials to be placed upon the School Site, Premises or in the Facility, except as permitted by law.

Article XII - Miscellaneous

Section 13.1 Amendments

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or the Lessee unless the same shall be in writing and signed by both the District and the Lessee.

Section 13.2 Time of Essence

Time is of the essence in this Site Lease and each and all of its provisions.

Section 13.3 Notices

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or the Lessee, as the case may be, by personal delivery or registered mail or overnight delivery service (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to the Lessee:

Child Development Resources
221 E. Ventura Blvd.
Oxnard, CA 93036
Attn: Alec Hairabedian

If to the District:

Oxnard School District
Educational Services
1051 S. "A" Street
Oxnard, CA 93030-7492
Attn: Dr. Anabolena DeGenna

Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice personally given shall be effective upon receipt.

Section 13.4 Force Majeure

If any party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, or the inability to procure materials, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 13.5 Entire Agreement

This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties with respect to the use of the Site by the Lessee and correctly sets forth the obligations of the District and the Lessee to each other as of the Commencement Date. Any agreements not expressly set forth in this Site Lease shall be null and void.

Section 13.6 Severability

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 13.7 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California excluding its choice of law rules, and both parties agree that venue for any dispute arising under this Agreement shall be in Oxnard, California.

Section 13.8 Waiver

In no event shall any action by either party to this Site Lease constitute or be construed to be a waiver or any breach of covenants or conditions of this Site Lease or of any default which may then exist on the part of the other party, and the taking of any action while any breach or default exists, shall in no way impair or prejudice any right or remedy available to the non-breaching party with respect to such breach or default. The waiver by any party of one breach by any other party of any of the provisions of this Site Lease shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Site Lease.

Section 13.9 Headings

The headings of the sections of this Site Lease are merely for the convenience of the parties.

Section 13.10 Counterparts

This Site Lease may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Site Lease.

Section 13.11 Successors and Assigns

This Site Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 13.12 Surrender of Lease

The voluntary or other surrender of this Site Lease by the Lessee, or a mutual cancellation thereof, shall, at the option of the District, shall terminate all or any existing subleases, or operate as an assignment to the District of any or all such subleases.

Section 13.13 Fingerprinting and Personnel Disclosure

Prior to entering or permitting entry by its employees, volunteers, agents and contractors onto the School Site for the purposes specified in this Site Lease, the Lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code sections 45125.1 and 45125.2, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health & Safety Code relevant to facility licensing (Health & Safety Code Sections 1500, et seq.) Lessee shall make available to District no later than July 31, 2020 a current list of all personnel providing services under this Agreement, and a personnel list every year during the term of this Site Lease. Changes to this list shall be immediately provided to DISTRICT in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position, (3) the professional degree, if applicable, and experience required for each position, and (4) the name of the person responsible for fulfilling the terms of this Agreement.

Section 13.14 Non-Discrimination

The Lessee and the District shall not restrict the lease, use, occupancy, tenure, or enjoyment of the Premises, or any portion thereof, on the basis of sexual orientation, gender, marital status, race, color, religion, creed, national origin, or ancestry of any person.

Section 13.15 Cooperation with Other Occupants of Property

It is understood and recognized by the Lessee that the School Site, of which the Premises is a part, will be used by other parties, including the District, and Lessee shall cooperate with the other parties in reaching amicable arrangements concerning such matters as use of the parking areas, playgrounds, policing of common areas, custodial services, and security issues.

Section 13.16 Attorneys Fees

In case suit should be brought for recovery of the Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

Section 13.17 Authority

Each person executing this Site Lease on behalf of a party hereto represents and warrants that he is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

Section 13.18 Licenses and Standards

Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation. Lessee shall provide District, no later than July 31, 2017, a copy of the Facility License issued by State of California Department of Social Services.

In the performance of this Agreement, Lessee shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Site Lease effective as of the date first above written.

DISTRICT:
OXNARD SCHOOL DISTRICT

LESSEE:
**CHILD DEVELOPMENT RESOURCES OF
VENTURA COUNTY, INC.**

By: _____

Name: Lisa A. Franz
Title: Director, Purchasing
Telephone: (805) 385-1501
Fax: (805) 240-7582

(Contingent on Board of Trustee Approval)

By: _____

Name: Jack Hinojosa
Title: Chief Executive Officer
Telephone: (805) 485-7878
Fax: (805) 278-0775

EXHIBIT A

LEGAL DESCRIPTION OF LOPEZ ACADEMY SCHOOL SITE

DESCRIPTION OF PREMISES

Parcel 1

That portion of Subdivision 30 of the Rancho El Rio de Santa Clara o' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on partition map of said Rancho on file in the office of the County Clerk of said County, described as follows:

Beginning at a point in the North line of Hill Street at the Southwest corner of Lot 6, Block 4 of the Wolff, Hill Laubacher Subdivision as per map thereof recorded in book 5, page 16 ½ of Maps; thence, along the North line of said Hill Street,

1st: - North 89° 53' West, 706.40 feet to the East of the Wooley Road Subdivision, as per map thereof recorded in book 13, page 79 of Maps; thence along said East line,

2nd: - North 0° 06' West 878.88 feet to the South line of the land conveyed to Carrie F. Jaqua by deed recorded March 19, 1913 in book 135, page 271 of Deeds; thence along the South line of said land of Carrie F. Jaqua and its Easterly prolongation.

3rd: - South 89° 51' East, 154.00 feet; thence,

4th: - South 89° 53' 45" East, 373.93 feet to a line which is parallel with and 60.00 feet Westerly, measured along the Southerly line of Wooley Road 40.00 feet wide, from the West line of the land conveyed to Anastia Revolon by deed recorded March 20, 1903 in book 87, page 336 of Deeds; thence along said parallel line,

5th: - North 277.87 feet to the Southerly line of said Wooley Road; thence along the Southerly line of said Wooley Road,

6th: - South 89° 53' East 60.00 feet to the Northwest corner of said land of Anastia Revolon; thence along the Westerly line of said land of Anastia Revolon,

7th: - South 363.00 feet to the Southwest corner of said last mentioned land; thence along the South line thereof,

8th: - South 89° 53' East, 120.00 feet to a point in the West line of said Wolff Hill Laubacher Subdivision at the Southeast corner of said land of Anastia Revolon; thence along the West line of said Wolff Hill Laubacher Subdivision,

9th: - South 793.30 feet to the point of beginning.

EXCEPTING the interest in said land as conveyed to the City of Oxnard, a municipal corporation, by deed recorded May 29, 1953 as Document No. 12812.

Parcel 2

That portion of Subdivision 30 of the Rancho El Rio de Santa Clara o' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on partition map of said Rancho on file in the office of the County Clerk of said County, described as follows:

Beginning at a point in the West line of the land conveyed to Anastia Revolon by deed recorded March 20, 1903 in book 87, page 336 of Deeds distant along said West line South 277.87 feet from the Southerly line of Wooley Road, said West line South 277.87 feet from the Southerly line of Wooley Road, 40.00 feet wide; thence along the West line of said land of Anastia Revolon,

1st: - South 85.13 feet to the Southwest corner thereof; thence along the South line of said last mentioned land,

2nd: - South 89° 53' East 120.00 feet to a point in the West line of the Wolff Hill Laubacher Subdivision, as per map thereof recorded in book 5, page 16 ½ of Maps at the Southeast corner of said land of Anastia Revolon; thence along the West line of said Wolff Hill Laubacher Subdivision,

3rd: - North 85.13 feet more or less, to a line which bears South 89° 53' East from the point of beginning; thence along said line,

4th: - North 89° 53' West, 120.00 feet to the point of beginning.

SUBJECT TO:

1. General and special taxes for the fiscal year 1953-54, a lien not yet payable.
2. Covenants, conditions, restrictions, easements and rights of way of record.

EXHIBIT B INSURANCE

2.7 INSURANCE.

2.7.1 Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate , products/completed operations, and \$50,000 fire legal liability, if applicable.

2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.

2.7.1.3 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.

2.7.1.4 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.

2.7.1.5 Abuse and Molestation coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) Aggregate.

2.2.1.6 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

2.7.3 The Oxnard School District is to be named as **Additional Insured** as respects work done by Lessee under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.

2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.

2.7.5 Lessee agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:

2.7.5.1 Certificates of Insurance for coverage required under this Agreement

2.7.5.2 Additional insured endorsements; and

2.7.5.3 Thirty (30) days Notice Cancellation Clause endorsements.

EXHIBIT C

DEFINITION OF HAZARDOUS MATERIALS AND ENVIRONMENTAL LAWS

For purposes of this Site Lease, the term “**Hazardous Materials**” shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated, or addressed under any Environmental Laws (defined below), and (b) any materials, substances, products, by-products, waste or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, international, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste, or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For purposes of this Site Lease, the term “**Environmental Laws**” shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of any and all Hazardous Materials, including, without limitation, all federal or state superfund statutes or environmental clean-up statutes.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #20-49 with Child Development Resources of Ventura County, Inc. - Ground Lease for Marina West Head Start (DeGenna/Valdes)

This agreement renews the Ground Lease terms between the Oxnard School District and Child Development Resources of Ventura County, Inc. (CDR) for the Head Start Program at Marina West.

Term of the Ground Lease: July 1, 2020 to June 30, 2023

FISCAL IMPACT:

\$337.00 per year paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Early Childhood Education, that the Board of Trustees ratify Agreement #20-49 with Child Development Resources of Ventura County, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-49, Child Development Resources of Ventura County Inc. \(13 Pages\)](#)

Agreement #20-49

OXNARD SCHOOL DISTRICT
and
CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

SITE LEASE OF REAL PROPERTY
FOR OPERATION OF MARINA WEST HEAD START [PROGRAM]

This Site Lease of Real Property (the Site Lease) is hereby made and entered into this 1st day of July, 2020 (Effective Date), by and between OXNARD SCHOOL DISTRICT, a California public school district in the County of Ventura, California (the District) and CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC. (Lessee).

RECITALS

WHEREAS, the District operates and maintains an elementary school site at Marina West Elementary School at 2501 Carob Street in the City of Oxnard, California (the "School Site"); and

WHEREAS, the Lessee is in need of space to operate its Program (as set forth in Section 2.1 below) for the children and families within the District area; and

WHEREAS, the District has space appropriate for this need at the School Site; and

WHEREAS, the use of the facilities, grounds and outside playground equipment authorized by this Agreement will not be inconsistent with the District's use of the balance of the School Site as an elementary school;

NOW, THEREFORE, in consideration of the premises and covenants and conditions contained herein, the parties agree as follows:

Article I - Premises

Section 1.1 Premises

The leased real property that is the subject of this Site Lease consists of approximately 4,300 square feet located on the School Site (the "Premises") as described more completely in **Exhibit A** attached hereto and made a part of this Site Lease. The Lessee shall be entitled to install a portable classroom (the "Facility") on the Premises at its sole cost and expense. The Lessee shall be responsible for obtaining all legally necessary and required governmental approvals and authorizations related to the installation of the Facility, including without limitation, approval from the California Division of the State Architect ("DSA"). After receipt of written approval from DSA, the Lessee shall submit any changes resulting from the DSA approval process to the District for the District's written approval, which approval shall not be unreasonably withheld.

Section 1.2 Warranty of Title

The District warrants that it owns the site in fee simple and that the site is not burdened by any easements or restrictions which would prevent the use of the site for the purpose of this Agreement. The parties acknowledge that title to the Premises shall continue to be held by the District throughout the term of this lease.

Section 1.3 Relocation of Premises

As the owner of the Facility, the Lessee reserves the right to relocate the Facility, at its sole expense, upon ninety days prior notification to the District. Such relocation shall be conducted in a manner acceptable to the District, consent to which the District shall not unreasonably withhold, designed to minimize disruption to the operation of the District's elementary school operations on the School Site.

Article II - Use of Premises

Section 2.1 Permissible Uses

Lessee shall use the Premises to house and operate Marina West Head Start (the Program) and for no other purpose unless mutually agreed to by the parties. Lessee will provide District, no later than July 31, 2020, a copy of the program instructional and staffing calendar for each Program year during the term of this Site Lease, beginning with 2020-2021.

Section 2.2 Suitability

Lessee acknowledges that neither the District nor any agent of the District has made any representation or warranty as to the suitability of the Premises for the conduct of Lessee's Program.

Section 2.3 Shared Use of School Site Facilities

Playground is shared, common playground area measures 7,020 square feet. Head Start staff use the restrooms in the Head Start facility.

Section 2.4 Parking

Currently, there are no parking spaces assigned to CDR.

Article III - Operation, Maintenance, Repair and Utilities

Section 3.1 Operation

In operating the Premises, the Lessee shall not allow the Premises to fall into a state of disrepair or present a hazard to the occupants of the Premises or the School Site.

Section 3.2 Maintenance

The Lessee shall maintain the Premises in a safe condition in conformance with all laws, rules, and regulations applicable to the use of the Premises by the Lessee or the District, whichever standard is higher.

Section 3.3 Utilities

During the lease term, the Lessee shall provide, maintain, repair and pay for all utilities serving the Premises, including, but not limited to, gas, water, electricity, sewer, telephone and trash collection.

Lessee pays for own utilities and janitorial services.

Section 3.4 Repair

The Lessee shall be responsible for all repairs and maintenance of the Facility and the Premises (e.g., repairing heating and ventilation systems, the Facility, maintaining the Facility's equipment).

CDR provides only minimal weed abatement inside the fenced area around the Head Start classroom. CDR also provides sand for the sandbox.

Section 3.5 Equipment

The Lessee shall be responsible for providing any personal property, including equipment, appliances and furnishings required for the operation of the Facility.

Section 3.6 District Non-Responsibility

The District shall have no obligation whatsoever for costs incurred in the operation, maintenance and repair of the Facility or the Premises.

Section 3.7 Alterations

The Lessee shall not make any material alterations to the Premises without the prior written consent of the District.

Article IV – Term and Rent

Section 4.1 Initial/Extended Terms

The extended term of this Site Lease shall be **three (3) years commencing on July 1, 2020 (the "Commencement Date") and ending June 30, 2023** unless terminated sooner under any provision of this Agreement (the "Term"). Lessee may have access to facility starting July 1, 2020.

Section 4.2 Extensions

Upon the completion of the initial Term of this Site Lease, the parties may agree to an extension of the Term. The parties agree to negotiate in good faith mutually agreeable terms and conditions for such an extension. If prior to the expiration of the initial Term, the Lessee notifies the District that it wishes to extend the term, the District may, in its sole discretion, elect to give the Lessee alternative and equivalent premises at another school site within the District, provided that the District gives the Lessee not less than ninety days (90) prior written notice of its election to do so.

Section 4.3 Early Termination

Either party may terminate this lease for convenience upon one hundred twenty (120) days written notice. Lessee may terminate this lease upon sixty (60) days written notice in the event that funding for the Program ceases.

Section 4.4 Rent

Annual rent shall be Three Hundred and Thirty Seven Dollars (\$337.00) per year, payable upon the Commencement Date. The District agrees to verify the difference between the actual rental value and the actual money paid in an annual third-party in kind contribution receipt, which is require by the Federal funding source and in no way implies a use of public funds for private purpose.

The annual value of said Premises is \$4,214.00 (based on 4,300 square feet). The District agrees to contribute in-kind land use fees of \$323.00 per month (annual in-kind value \$3,877.00).

Article V - Insurance

Section 5.1 Insurance

The Lessee shall, at the Lessee's sole expense, obtain and keep in force during the term of this Site Lease, the types and amounts of insurance shown on **EXHIBIT B** which is incorporated by reference herein and made a part of this Agreement. All insurance policies shall be subject to approval by the District as to form and content. Lessee agrees to provide District with copies of required policies upon request.

Article VI - Indemnification

Section 6.1 Indemnification

The Lessee shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents ("Indemnified Parties") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the ownership, use, occupancy, operation or maintenance of the Premises and/or the Facility or from the conduct of the Program or from any activity, work or things done, permitted or suffered by the Lessee, its agents, employees, or contractors in or about the Premises , and from and against any claims arising from a breach or default in the performance of any obligation on the Lessee's part to be performed under the terms of this Site Lease or arising from any negligence of the Lessee, its employees, agents, or contractors.

Article VII - Assignments

Section 7.1 Sublease or Assignment

The Lessee shall not subcontract, sublet or assign any of its rights or duties hereunder, in whole or in part, without the prior written consent of the District.

Section 7.2 Third Party Use

The Lessee shall not allow any other person and/or entity to use the Premises without the prior written notification of the District.

Article VIII - Breach and Termination

Section 8.1 Breach and Termination

In the event of any material breach or default of this Site Lease by either party, the other party may terminate this Site Lease and have no further obligations hereunder (save those set forth in this Article) if such default or breach continues for a period of forty-five (45) days after the breaching party receives written notice of the default or breach; provided, however, that if the nature of the default or breach is such that more than forty-five (45) days are reasonably required for its cure, then the non-breaching party shall not have the right to terminate this Site Lease if the breaching party commences such cure within the forty-five (45) day period and thereafter diligently prosecutes such cure to completion. Any written notice regarding a default or breach shall include a detailed explanation of the default or breach. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the District and/or the Lessee.

Section 8.2 Termination for Cause

Either party may terminate this Site Lease for Cause. Cause shall include, without limitation, the following:

- (i) The Lessee is adjudged bankrupt;
- (ii) The Lessee makes a general assignment for the benefit of its creditors;
- (iii) A receiver is appointed on account of the Lessee's insolvency;
- (iv) If the Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the site;
- (v) If the District has made any material misrepresentation of any nature in or with respect to any information or data furnished to the Lessee in connection with the site;
- (vi) If any hazardous material is discovered on site; and the Lessee fails to take action as is required under this Agreement;
- (vii) If the Lessee ceases to use the Premises for the use specified herein for ninety (90)

consecutive days or more.

Article IX - Inspection of Premises

Section 9.1 Inspection

The Lessee agrees to provide the District with a set of keys to the Premises for emergency repairs. The Lessee shall permit the District and its agents to enter the Premises at any reasonable time for the purpose of inspecting the same, performing the District's maintenance and repair responsibilities, or posting a notice of non-responsibility for alterations, additions or repairs. The District and its authorized agents and representatives shall have the right throughout the term of this Site Lease to enter the Premises at all reasonable times during usual business hours and upon reasonable notice for the purpose of inspecting the Premises.

Article X – Removal of Facility and Personal Property

Section 10.1 Removal of Facility

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises the Facility in accordance with the provisions of Section 1.3 above relating to the manner of removal.

Section 10.2 Removal of Personal Property

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises any furniture, equipment or other personal property ("Lessee's Personal Property") that it placed on the Premises that is not affixed to the Premises, at its sole expense.

Section 10.3 Repair

The Lessee shall repair any damage to the School Site, and/or the Premises, caused by removal of the Lessee's Facility and/or Personal Property and restore the School Site, and the Premises to good condition, less reasonable wear and tear.

Article XI - Independent Contractor

Section 11.1 Independent Contractor

Under no circumstances shall this Site Lease be construed as an agreement of partnership, joint venture, or employment between the District and the Lessee.

Section 11.2 No Authority

Each party acknowledges and agrees that it neither has, nor will it give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

Article XII – Environmental Representations and Covenants

Section 12.1 Definitions

For purposes of this Site Lease, the terms “Hazardous Materials” and “Environmental Laws” shall have the meanings provided in the attached **Exhibit C**.

Section 12.2 District’s Representations

- (a) To the best of the District’s knowledge, both the School Site and the Premises are in compliance with all applicable Environmental laws.
- (b) Neither the District nor, to the District’s knowledge, any predecessor in interest to the District has received any written notice of violation issued pursuant to any Environmental Laws with respect to the School Site or the Premises or the land to be occupied by the Facility.

Section 12.3 Hazardous Materials

The District and the Lessee agree not to cause or permit any Hazardous Materials to be placed upon the School Site, Premises or in the Facility, except as permitted by law.

Article XII - Miscellaneous

Section 13.1 Amendments

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or the Lessee unless the same shall be in writing and signed by both the District and the Lessee.

Section 13.2 Time of Essence

Time is of the essence in this Site Lease and each and all of its provisions.

Section 13.3 Notices

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or the Lessee, as the case may be, by personal delivery or registered mail or overnight delivery service (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to the Lessee:

Child Development Resources
221 E. Ventura Blvd.
Oxnard, CA 93036
Attn: Alec Hairabedian

If to the District:
Oxnard School District
Educational Services
1051 S. "A" Street
Oxnard, CA 93030-7492
Attn: Dr. Anabolena DeGenna

Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice personally given shall be effective upon receipt.

Section 13.4 Force Majeure

If any party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, or the inability to procure materials, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 13.5 Entire Agreement

This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties with respect to the use of the Site by the Lessee and correctly sets forth the obligations of the District and the Lessee to each other as of the Commencement Date. Any agreements not expressly set forth in this Site Lease shall be null and void.

Section 13.6 Severability

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 13.7 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California excluding its choice of law rules, and both parties agree that venue for any dispute arising under this Agreement shall be in Oxnard, California.

Section 13.8 Waiver

In no event shall any action by either party to this Site Lease constitute or be construed to be a waiver or any breach of covenants or conditions of this Site Lease or of any default which may then exist on the part of the other party, and the taking of any action while any breach or default exists, shall in no way impair or prejudice any right or remedy available to the non-breaching party with respect to such breach or default. The waiver by any party of one breach by any other party of any of

the provisions of this Site Lease shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Site Lease.

Section 13.9 Headings

The headings of the sections of this Site Lease are merely for the convenience of the parties.

Section 13.10 Counterparts

This Site Lease may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Site Lease.

Section 13.11 Successors and Assigns

This Site Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 13.12 Surrender of Lease

The voluntary or other surrender of this Site Lease by the Lessee, or a mutual cancellation thereof, shall, at the option of the District, shall terminate all or any existing subleases, or operate as an assignment to the District of any or all such subleases.

Section 13.13 Fingerprinting and Personnel Disclosure

Prior to entering or permitting entry by its employees, volunteers, agents and contractors onto the School Site for the purposes specified in this Site Lease, the Lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code sections 45125.1 and 45125.2, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health & Safety Code relevant to facility licensing (Health & Safety Code Sections 1500, et seq.) Lessee shall make available to District, no later than July 31, 2020, a current list of all personnel providing services under this Agreement, and a personnel list every year during the term of this Site Lease. Changes to this list shall be immediately provided to DISTRICT in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position, (3) the professional degree, if applicable, and experience required for each position, and (4) the name of the person responsible for fulfilling the terms of this Agreement.

Section 13.14 Non-Discrimination

The Lessee and the District shall not restrict the lease, use, occupancy, tenure, or enjoyment of the Premises, or any portion thereof, on the basis of sexual orientation, gender, marital status, race, color, religion, creed, national origin, or ancestry of any person.

Section 13.15 Cooperation with Other Occupants of Property

It is understood and recognized by the Lessee that the School Site, of which the Premises is a part, will be used by other parties, including the District, and Lessee shall cooperate with the other

parties in reaching amicable arrangements concerning such matters as use of the parking areas, playgrounds, policing of common areas, custodial services, and security issues.

Section 13.16 Attorneys Fees

In case suit should be brought for recovery of the Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

Section 13.17 Authority

Each person executing this Site Lease on behalf of a party hereto represents and warrants that he is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

Section 13.18 Licenses and Standards

Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation. Lessee shall provide District, no later than July 31, 2017, a copy of the Facility License issued by State of California Department of Social Services.

In the performance of this Agreement, Lessee shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Site Lease effective as of the date first above written.

DISTRICT:
OXNARD SCHOOL DISTRICT

LESSEE:
**CHILD DEVELOPMENT RESOURCES OF
VENTURA COUNTY, INC.**

By: _____
Name: Lisa A. Franz
Director, Purchasing
Telephone: (805) 385-1501
Fax: (805) 240-7582

By: _____
Name: Jack Hinojosa
Title: Chief Executive Officer
Telephone: (805) 485-7878
Fax: (805) 278-0775

(Contingent on Board of Trustee Approval)

EXHIBIT A

LEGAL DESCRIPTION OF MARINA WEST SCHOOL SITE

DESCRIPTION OF PREMISES

A portion of Lots 61 and 62 of the Patterson Ranch Subdivision, in the City of Oxnard, County of Ventura, State of California as said lot is designated and delineated on that certain map recorded in the office of the County Recorder of said County in Book 8 of Miscellaneous Records (Maps) at page 1 et seq., more particularly described as follows:

Beginning at the intersection of the northerly line of Carob Street thirty (30) feet wide with the westerly line of McLoughlin Street thirty (30) feet wide as said Streets are shown on the map of Tract No. 1382, recorded in Book 31 of Miscellaneous Records (Maps) at page 98 et seq.; thence,

1st – Northerly along the westerly line of said McLoughlin Street to a point in the northerly line of said Lot 61; thence,

2nd – Westerly along said northerly line and the northerly line of said Lot 62 to a point in a line parallel with and distant 130.00 feet easterly of measured at right angles from the northerly prolongation of the center-line of Elsinore Avenue sixty (60) feet wide as shown on said map recorded in Book 31 of Miscellaneous Records (Maps) at page 98 et seq.; thence,

3rd – Southerly along said parallel line to a point in the northerly line of the hereinabove mentioned Carob Street thirty (30) feet wide; thence,

4th – Easterly along said northerly line to the point of beginning.

Containing 11.628 acres.

**EXHIBIT B
INSURANCE**

2.7 INSURANCE.

- 2.7.1 Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:
- 2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate , products/completed operations, and \$50,000 fire legal liability, if applicable.
 - 2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.
 - 2.7.1.3 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.
 - 2.7.1.4 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
 - 2.7.1.5 Abuse and Molestation coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) Aggregate.
 - 2.2.1.6 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.
- 2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- 2.7.3 The Oxnard School District is to be named as **Additional Insured** as respects work done by Lessee under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.
- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 2.7.5 Lessee agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:
- 2.7.5.1 Certificates of Insurance for coverage required under this Agreement
 - 2.7.5.2 Additional insured endorsements; and
 - 2.7.5.3 Thirty (30) days Notice Cancellation Clause endorsements.

EXHIBIT C

DEFINITION OF HAZARDOUS MATERIALS AND ENVIRONMENTAL LAWS

For purposes of this Site Lease, the term “**Hazardous Materials**” shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated, or addressed under any Environmental Laws (defined below), and (b) any materials, substances, products, by-products, waste or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, international, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste, or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For purposes of this Site Lease, the term “**Environmental Laws**” shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of any and all Hazardous Materials, including, without limitation, all federal or state superfund statutes or environmental clean-up statutes.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Academic Agreement

Ratification of Agreement/MOU #20-50 with Child Development Resources of Ventura County, Inc. for Use of Facilities at Marina West (DeGenna/Valdes)

This Agreement/MOU confirms the agreement between Oxnard School District (OSD) and Child Development Resources of Ventura County, Inc. (CDR). The establishment of this partnership makes it possible for each Agency to use their resources to benefit the children of Oxnard School District by providing young children with the Head Start services at Marina West School.

Term of the Ground Lease: July 1, 2020 to June 30, 2023

FISCAL IMPACT:

\$2,880.00 per year paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Early Childhood Education, that the Board of Trustees ratify Agreement/MOU #20-50 with Child Development Resources of Ventura County, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #20-50, Child Development Resources of Ventura County Inc.](#)
(12 Pages)

OSD AGREEMENT #20-50

**MEMORANDUM OF UNDERSTANDING REGARDING
FACILITIES USE BY AND BETWEEN CHILD DEVELOPMENT RESOURCES OF
VENTURA COUNTY, INC. AND THE OXNARD SCHOOL DISTRICT**

This Memorandum of Understanding Regarding Facilities Use (“MOU”) is made between Child Development Resources of Ventura County, Inc. (“CDR” or “Lessee”) and the Oxnard School District (“District” or “Lessor”). CDR and the District shall sometimes be referred to herein as the “Parties” or individually a “Party”.

WHEREAS, Lessee and Lessor wish to enter into a Site Lease of Real Property (the “Site Lease”) pursuant to which Lessee will occupy one portable classroom (the “Space” or the “Facility”) on the premises of the District’s Marina West School at 2501 Carob Street, Oxnard, California (the “Marina West Site”);

WHEREAS, Lessor believes that it is in the best interest of Lessor, Lessee, the students and teachers of the District, the parents of the students of the District, and the public to allow Lessee to utilize the Facility pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term

1.1 The term of this MOU shall commence on July 1, 2020 and end on June 30, 2023 (the “Term”) subject only to termination in accordance with this MOU. The Term may be extended for additional three-year periods subject to the following conditions:

(a) Lessee shall notify Lessor by February 15th of each year requesting extension of the MOU for another year one-year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Term or any extension thereof, Lessee notifies Lessor that it wishes to extend the term, Lessor may, in its sole discretion, offer Lessee alternative and essentially equivalent premises at another school site within the District, provided that Lessor gives Lessee not less than ninety days prior written notice of its election to do so.

(b) Lessor may deny any and all extensions beyond the Term if there is an uncured breach of this MOU or if Lessor, in its sole discretion, requires the use of the Facility. Lessor shall notify Lessee of its denial by February 28th of any year requesting extension.

Article 2. Use of the Space

2.1 ALLOCATION OF SPACE.

Lessor hereby allocates to Lessee, for the term of this MOU, use of the Space in the manner and for the purpose specifically set forth herein.

(a) Shared Space – Shared Use. The Space will be shared by both Lessee and Lessor. Lessee will occupy one portable classroom for the sole purpose of operating a preschool program (the “Program”). Lessee will provide the Lessor, no later than April 30th of each year, a copy of the program instructional and staffing calendar for the future fiscal year. Program staff shall use the restrooms in the Administration and Preschool Buildings, shared with others. Lessee and all Program staff shall comply with all rules, regulations, ordinances and requirements of the District and Marina West School. Lessee understands and agrees that it will cooperate with other persons using the premises at Marina West School and will reach amicable arrangements concerning such use.

(b) Lessee acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, Lessee has not relied on any representation, statement, or warranty of Lessor or anyone acting for or on behalf of Lessor; (ii) Lessee is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) Lessor makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

2.2 SPACE IMPROVEMENTS.

Lessee may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of Lessor.

2.3 REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents and warrants to Lessor that:

(a) Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. Lessee will maintain good standing and full power and authority at all times during the term of this MOU.

(b) Lessee has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have been duly authorized by all necessary actions on the part of Lessee and do not require any further approvals or consents.

(c) There is no pending or, to the best knowledge of Lessee, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Lessee to perform its obligations under this MOU.

Article 3. Permitted Uses

3.1 ALLOWABLE PURPOSES.

Lessee shall be entitled to use the Facility solely for the purposes of operating the Program.

3.2 NUISANCE, MISCELLANEOUS.

Lessee shall not do or permit anything to be done, without the prior written consent of Lessor, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall Lessee sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. Lessee shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. Lessee shall not use or allow the Facility to be used for any improper or objectionable purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Space. Lessee shall not commit or suffer to be committed any waste in or upon the Space. Lessee shall be responsible for the repair or replacement of any property of Lessor that may be lost, damaged, or stolen.

3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

(a) Lessee shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. Lessee shall not be responsible for any and all legal compliance or environmental conditions that existed prior to Lessee's occupancy of the Space. Lessee shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by Lessee. Nothing in this section is intended to obligate Lessee to be responsible for or require Lessee to regulate the actions of any third parties not under the control of Lessee.

(b) Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this MOU. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

(c) In the performance of this MOU, Lessee shall comply with all applicable provision of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and Lessor and all administrative regulations, rules and policies adopted thereunder as each

and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

3.4 FINGERPRINTING.

Lessee shall ensure that any persons admitted by Lessee to the Space, who are likely to have contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at Lessee's expense.

3.5 VACATING.

(a) Upon the termination of this MOU, Lessee shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.

(b) Upon the termination of this MOU, Lessee shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense. If any property not belonging to Lessor is left behind after Lessee vacates the Space, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee.

Article 4. Fees

4.1 During the term of this MOU, Lessee will pay to Lessor an annual rental fee in the amount of \$2,880.00, calculated on 960 square feet at \$3.00 per square foot. The rental fee shall be due upon the Commencement date. Both parties agree to adjust the rental fee annually based on the Consumer Price Index (CPI). Rental fees are inclusive of utilities and site maintenance. Lessee agrees to be responsible to maintain their own custodial services.

Article 5. Compliance with Laws

5.1 Lessee shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Facility that might threaten the exterior or structural elements of Lessor's property.

5.2 Lessee shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

Article 6. Maintenance and Other Expenses

6.1 FURNISHINGS AND EQUIPMENT.

Lessee shall be responsible for providing any personal property, including equipment, appliances and furnishing required for the operation of the Space and/or the

Program. Facilities and furnishings and equipment provided to Lessee by Lessor, if any, shall remain the property of Lessor.

6.2 SITE MAINTENANCE

Lessor shall provide facility maintenance services while program is operational. Facility maintenance will include all plumbing, electrical, HVAC, and building structure repairs. Lessor will maintain all fire prevention systems in accordance with local and state laws.

Lessee shall provide custodial services 5 days per week while program is operational (see section 4.1). Lessee shall maintain the Space in good condition suitable for the Program and meet Community Care Licensing (CCL) standards.

6.3 REQUIRED NOTICE – EMERGENCY

Lessee shall immediately inform Lessor or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the District's students, volunteers, employees or teachers. Lessee shall cooperate with, and participate in, any lockdowns or exigent security procedures required by Lessor.

Article 7. Indemnification

7.1 **Lessee's Indemnity Obligation.** To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless Lessor, its officers, agents, employee, agents, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessee or by any of its officers, agents, employees, elected board members, and volunteers, or by any individual, entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor's real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this Agreement, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. Failure of Lessor to monitor compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessor and its members as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this Agreement.

_____ (Initials)

Lessor's Indemnity Obligation. To the fullest extent permitted by California law, Lessor shall at its sole expense indemnify, protect, defend and hold harmless Lessee and its providers, and its officers, directors, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessor or by any officers, agents, employees, elected board members, and volunteers, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on Lessor real property while Services under this Agreement are being rendered at any school site. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lessee, its providers, its officials, employees, subcontractors, agents, or volunteers. Except as specifically provided in this Agreement, in no event shall Lessor be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement, Failure of Lessee to monitor compliance with these requirements imposes no additional obligations on Lessee and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessee, its providers, employees, and agents as set forth here is binding on the successors and assigns of Lessor and shall survive the termination of this Agreement.

_____ (Initials)

Article 8. Insurance

8.1 REQUIRED LESSEE INSURANCE.

Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this MOU, the following insurance:

(a) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

(b) 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 required symbol 1 coverage), non-owned and hired automobiles.

(c) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the District.

(d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.

(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

8.2 INSURANCE REQUIREMENTS

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

(b) Lessor is to be named as an additional insured as respects work performed by or on behalf of Lessee under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers' compensation coverage).

(c) All insurance required under this MOU shall be primary coverage as respects Lessor, and any insurance or self-insurance maintained by Lessor shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. Lessor is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Lessee to meet the requirements.

(d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to Lessor.

8.3 COPIES.

Lessee shall provide to Lessor a copy of all Certificates of Insurance and additional insured endorsements, and 30 days Notice of Cancellation Clause endorsements belonging to Lessee and that apply to Lessee and its use of the Facility.

Article 9. Access by Lessor

9.1 Lessor or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Facility; (b) as required by law or emergency; and (c) to examine the Space. Lessor shall maintain a set of keys to the Space.

Article 10. Miscellaneous

10.1 ENTIRE AGREEMENT.

This MOU reflects the sole and entire agreement between the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

10.2 MODIFICATION.

This MOU may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this MOU.

10.3 GOVERNING LAW & VENUE.

This MOU shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between Lessee and Lessor shall be brought in the Superior Courts of the State of California, Ventura County.

10.4 FORCE MAJEURE

Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the 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.

10.5 SEVERABILITY

If any term, covenant, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

10.6 COUNTERPARTS

This MOU may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and same MOU.

10.7 SUCCESSORS AND ASSIGNS

This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

10.8 ATTORNEYS' FEES

In the event that suit is brought for recovery of the Space or for any sum due hereunder, or because of any act which may arise out of the possession of the Space, by either Party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and fees for consultants and experts.

10.9 NOTICES.

All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to Lessor shall be addressed to:
Oxnard School District
Educational Services
1051 S. "A" Street
Oxnard, CA 93030
Attn: Dr. Anabolena DeGenna

Notice shall be given to Lessee at the following address:
Child Development Resources of Ventura County, Inc.
221 E. Ventura Blvd.
Oxnard, CA 93036
Attn: Alec Hairabedian

Article 11. Assignment and Subletting

11.1 Lessee shall not assign its rights or delegate its duties under this MOU. Lessee shall not sublet or permit the subletting of the Space, or any part thereof, without the prior written consent from Lessor. In addition, Lessee shall not allow any other person and/or entity to use the Space without the prior written consent from Lessor.

Article 12. Dispute Resolution

12.1 Disputes between Lessee and Lessor regarding this MOU shall be resolved using the dispute resolution process described herein.

12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, Lessee's

representatives shall meet with Lessor's representatives in an informal setting to try to resolve the dispute.

12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by Lessee and Lessor. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

Article 13. Default

13.1 DEFAULT BY LESSEE.

The occurrence of any of the following shall constitute a material default and breach of this MOU by Lessee:

(a) Any failure by Lessee to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by Lessee to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by Lessee for more than 90 days.

(d) A failure by Lessee to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. Lessee shall not be deemed to be in default if Lessee shall within such thirty (30) day period commence such cure and thereafter diligently prosecutes the same to completion.

(e) At any time prior to the expiration or termination of this MOU, Lessee is unable to pay its debts in the ordinary course of business as they come due.

(f) An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against Lessee, and the same is not discharged within ninety (90) days of commencement.

(g) If Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to Lessor in connection with the Space and/or the Program.

13.2 WAIVER.

The waiver by Lessor of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 14. Remedies for Default and Termination for Cause

14.1 LESSOR REMEDIES.

If Lessee commits any such material default and/or breach as defined in Article 13, then Lessor may, at any time thereafter without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default and/or breach:

(a) Maintain this MOU in full force and effect without terminating Lessee's right to possession irrespective of whether Lessee shall have abandoned the Space. In such case, Lessor may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If Lessee has abandoned the Space and any property not belonging to Lessor has been left behind, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee. Lessor may also allow others to use the Space, in which case the MOU shall terminate.

(b) Terminate Lessee's right to possession by any lawful means, in which case this MOU shall terminate and Lessee shall immediately surrender possession of the Space to Lessor. In such event Lessor shall be entitled to recover from Lessee any unpaid invoices for all costs and expenses incurred by Lessor in connection with the termination of Lessee's possession, including, without limitation, any and all consultant and attorney costs and fees.

Article 15. Termination for Convenience

15.1 TERMINATION BY LESSEE FOR CONVENIENCE.

Lessee may terminate this MOU for its convenience, by providing 60-days written notice of termination to Lessor.

15.2 TERMINATION BY LESSOR FOR CONVENIENCE.

Lessor may terminate this MOU for its convenience by providing 60 days written notice to Lessee.

CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.:

By: _____

Name: Jack Hinojosa

Title: Chief Executive Officer

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____

Name: Lisa A. Franz

Title: Director, Purchasing

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section C: Academic Agreement

Ratification of Agreement/MOU #20-51 with Child Development Resources of Ventura County, Inc. for Use of Facilities at Sierra Linda (DeGenna/Valdes)

This MOU confirms the agreement between Oxnard School District (OSD) and Child Development Resources of Ventura County, Inc. (CDR). The establishment of this partnership makes it possible for each Agency to use their resources to benefit the children of Oxnard School District by providing young children with the Head Start services at Sierra Linda School.

Term of the Ground Lease: July 1, 2020 to June 30, 2023

FISCAL IMPACT:

\$5,760.00 per year paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Early Childhood Education, that the Board of Trustees ratify Agreement #20-51 with Child Development Resources of Ventura County, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #20-51, Child Development Resources of Ventura County Inc.](#)
(12 Pages)

OSD AGREEMENT #20-51

**MEMORANDUM OF UNDERSTANDING REGARDING
FACILITIES USE BY AND BETWEEN CHILD DEVELOPMENT RESOURCES OF
VENTURA COUNTY, INC. AND THE OXNARD SCHOOL DISTRICT**

This Memorandum of Understanding Regarding Facilities Use (“MOU”) is made between Child Development Resources of Ventura County, Inc. (“CDR” or “Lessee”) and the Oxnard School District (“District” or “Lessor”). CDR and the District shall sometimes be referred to herein as the “Parties” or individually a “Party”.

WHEREAS, Lessee and Lessor wish to enter into a Site Lease of Real Property (the “Site Lease”) pursuant to which Lessee will occupy one portable classroom (the “Space” or the “Facility”) on the premises of the District’s Sierra Linda School at 2201 Jasmine Street, Oxnard, California (the “Sierra Linda Site”);

WHEREAS, Lessor believes that it is in the best interest of Lessor, Lessee, the students and teachers of the District, the parents of the students of the District, and the public to allow Lessee to utilize the Facility pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term

1.1 The term of this MOU shall commence on July 1, 2020 and end on June 30, 2023 (the “Term”) subject only to termination in accordance with this MOU. The Term may be extended for additional three-year periods subject to the following conditions:

(a) Lessee shall notify Lessor by February 15th of each year requesting extension of the MOU for another year one-year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Term or any extension thereof, Lessee notifies Lessor that it wishes to extend the term, Lessor may, in its sole discretion, offer Lessee alternative and essentially equivalent premises at another school site within the District, provided that Lessor gives Lessee not less than ninety days prior written notice of its election to do so.

(b) Lessor may deny any and all extensions beyond the Term if there is an uncured breach of this MOU or if Lessor, in its sole discretion, requires the use of the Facility. Lessor shall notify Lessee of its denial by February 28th of any year requesting extension.

Article 2. Use of the Space

2.1 ALLOCATION OF SPACE.

Lessor hereby allocates to Lessee, for the term of this MOU, use of the Space in the manner and for the purpose specifically set forth herein.

(a) Shared Space – Shared Use. The Space will be shared by both Lessee and Lessor. Lessee will occupy two portable classrooms for the sole purpose of operating a preschool program (the “Program”) and share the use of the playground adjacent to the classrooms. Lessee will provide the Lessor, no later than April 30th of each year, a copy of the program instructional and staffing calendar for the future fiscal year. Program staff shall use the restrooms in the Administration and Preschool Buildings, shared with others. Lessee and all Program staff shall comply with all rules, regulations, ordinances and requirements of the District and Sierra Linda School. Lessee understands and agrees that it will cooperate with other persons using the premises at Sierra Linda School and will reach amicable arrangements concerning such use.

(b) Lessee acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, Lessee has not relied on any representation, statement, or warranty of Lessor or anyone acting for or on behalf of Lessor; (ii) Lessee is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) Lessor makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

2.2 SPACE IMPROVEMENTS.

Lessee may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of Lessor.

2.3 REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents and warrants to Lessor that:

(a) Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. Lessee will maintain good standing and full power and authority at all times during the term of this MOU.

(b) Lessee has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have been duly authorized by all necessary actions on the part of Lessee and do not require any further approvals or consents.

(c) There is no pending or, to the best knowledge of Lessee, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Lessee to perform its obligations under this MOU.

Article 3. Permitted Uses

3.1 ALLOWABLE PURPOSES.

Lessee shall be entitled to use the Facility solely for the purposes of operating the Program.

3.2 NUISANCE, MISCELLANEOUS.

Lessee shall not do or permit anything to be done, without the prior written consent of Lessor, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall Lessee sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. Lessee shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. Lessee shall not use or allow the Facility to be used for any improper or objectionable purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Space. Lessee shall not commit or suffer to be committed any waste in or upon the Space. Lessee shall be responsible for the repair or replacement of any property of Lessor that may be lost, damaged, or stolen.

3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

(a) Lessee shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. Lessee shall not be responsible for any and all legal compliance or environmental conditions that existed prior to Lessee's occupancy of the Space. Lessee shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by Lessee. Nothing in this section is intended to obligate Lessee to be responsible for or require Lessee to regulate the actions of any third parties not under the control of Lessee.

(b) Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this MOU. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

(c) In the performance of this MOU, Lessee shall comply with all applicable provision of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and Lessor and all administrative regulations, rules and policies adopted thereunder as each

and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

3.4 FINGERPRINTING.

Lessee shall ensure that any persons admitted by Lessee to the Space, who are likely to have contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at Lessee's expense.

3.5 VACATING.

(a) Upon the termination of this MOU, Lessee shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.

(b) Upon the termination of this MOU, Lessee shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense. If any property not belonging to Lessor is left behind after Lessee vacates the Space, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee.

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5.2 Lessee shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

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Lessee shall immediately inform Lessor or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the District’s students, volunteers, employees or teachers. Lessee shall cooperate with, and participate in, any lockdowns or exigent security procedures required by Lessor.

Article 7. Indemnification

7.1 Lessee’s Indemnity Obligation. To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless Lessor, its officers, agents, employee, agents, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessee or by any of its officers, agents, employees, elected board members, and volunteers, or by any individual, entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor’s real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this Agreement, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost

profits, arising out of or in connection with this Agreement. Failure of Lessor to monitor compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessor and its members as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this Agreement.

_____ (Initials)

Lessor's Indemnity Obligation. To the fullest extent permitted by California law, Lessor shall at its sole expense indemnify, protect, defend and hold harmless Lessee and its providers, and its officers, directors, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessor or by any officers, agents, employees, elected board members, and volunteers, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on Lessor real property while Services under this Agreement are being rendered at any school site. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lessee, its providers, its officials, employees, subcontractors, agents, or volunteers. Except as specifically provided in this Agreement, in no event shall Lessor be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement, Failure of Lessee to monitor compliance with these requirements imposes no additional obligations on Lessee and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessee, its providers, employees, and agents as set forth here is binding on the successors and assigns of Lessor and shall survive the termination of this Agreement.

_____ (Initials)

Article 8. Insurance

8.1 REQUIRED LESSEE INSURANCE.

Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this MOU, the following insurance:

(a) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability,

\$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

(b) 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 required symbol 1 coverage), non-owned and hired automobiles.

(c) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the District.

(d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.

(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

8.2 INSURANCE REQUIREMENTS

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

(b) Lessor is to be named as an additional insured as respects work performed by or on behalf of Lessee under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers' compensation coverage).

(c) All insurance required under this MOU shall be primary coverage as respects Lessor, and any insurance or self-insurance maintained by Lessor shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. Lessor is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Lessee to meet the requirements.

(d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to Lessor.

8.3 COPIES.

Lessee shall provide to Lessor a copy of all Certificates of Insurance and additional insured endorsements, and 30 days Notice of Cancellation Clause endorsements belonging to Lessee and that apply to Lessee and its use of the Facility.

Article 9. Access by Lessor

9.1 Lessor or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Facility; (b) as required by law or emergency; and (c) to examine the Space. Lessor shall maintain a set of keys to the Space.

Article 10. Miscellaneous

10.1 ENTIRE AGREEMENT.

This MOU reflects the sole and entire agreement between the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

10.2 MODIFICATION.

This MOU may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this MOU.

10.3 GOVERNING LAW & VENUE.

This MOU shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between Lessee and Lessor shall be brought in the Superior Courts of the State of California, Ventura County.

10.4 FORCE MAJEURE

Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the 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.

10.5 SEVERABILITY

If any term, covenant, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

10.6 COUNTERPARTS

This MOU may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and same MOU.

10.7 SUCCESSORS AND ASSIGNS

This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

10.8 ATTORNEYS' FEES

In the event that suit is brought for recovery of the Space or for any sum due hereunder, or because of any act which may arise out of the possession of the Space, by either Party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and fees for consultants and experts.

10.9 NOTICES.

All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to Lessor shall be addressed to:
Oxnard School District
Educational Services
1051 S. "A" Street
Oxnard, CA 93030
Attn: Dr. Anabolena DeGenna

Notice shall be given to Lessee at the following address:
Child Development Resources of Ventura County, Inc.
221 E. Ventura Blvd.
Oxnard, CA 93036
Attn: Alec Hairabedian

Article 11. Assignment and Subletting

11.1 Lessee shall not assign its rights or delegate its duties under this MOU. Lessee shall not sublet or permit the subletting of the Space, or any part thereof, without the prior written consent from Lessor. In addition, Lessee shall not allow any other person and/or entity to use the Space without the prior written consent from Lessor.

Article 12. Dispute Resolution

12.1 Disputes between Lessee and Lessor regarding this MOU shall be resolved using the dispute resolution process described herein.

12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, Lessee's representatives shall meet with Lessor's representatives in an informal setting to try to resolve the dispute.

12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by Lessee and Lessor. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

Article 13. Default

13.1 DEFAULT BY LESSEE.

The occurrence of any of the following shall constitute a material default and breach of this MOU by Lessee:

(a) Any failure by Lessee to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by Lessee to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by Lessee for more than 90 days.

(d) A failure by Lessee to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. Lessee shall not be deemed to be in default if Lessee shall within such thirty

(30) day period commence such cure and thereafter diligently prosecutes the same to completion.

(e) At any time prior to the expiration or termination of this MOU, Lessee is unable to pay its debts in the ordinary course of business as they come due.

(f) An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against Lessee, and the same is not discharged within ninety (90) days of commencement.

(g) If Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to Lessor in connection with the Space and/or the Program.

13.2 WAIVER.

The waiver by Lessor of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 14. Remedies for Default and Termination for Cause

14.1 LESSOR REMEDIES.

If Lessee commits any such material default and/or breach as defined in Article 13, then Lessor may, at any time thereafter without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default and/or breach:

(a) Maintain this MOU in full force and effect without terminating Lessee's right to possession irrespective of whether Lessee shall have abandoned the Space. In such case, Lessor may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If Lessee has abandoned the Space and any property not belonging to Lessor has been left behind, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee. Lessor may also allow others to use the Space, in which case the MOU shall terminate.

(b) Terminate Lessee's right to possession by any lawful means, in which case this MOU shall terminate and Lessee shall immediately surrender possession of the Space to Lessor. In such event Lessor shall be entitled to recover from Lessee any unpaid invoices for all costs and expenses incurred by Lessor in connection with the termination of Lessee's possession, including, without limitation, any and all consultant and attorney costs and fees.

Article 15. Termination for Convenience

15.1 TERMINATION BY LESSEE FOR CONVENIENCE.

Lessee may terminate this MOU for its convenience, by providing 60-days written notice of termination to Lessor.

15.2 TERMINATION BY LESSOR FOR CONVENIENCE.

Lessor may terminate this MOU for its convenience by providing 60 days written notice to Lessee.

CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.:

By: _____

Name: Jack Hinojosa

Title: Chief Executive Officer

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____

Name: Lisa A. Franz

Title: Director, Purchasing

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 5, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 005 to Construction Services Agreement #17-41, with Bernards for the McKinna ES Reconstruct Project (Penanhoat/Miller/CFW)

Change Order No. 005 addresses mechanical modifications that were necessary as part of the B-Permit approval by the City of Oxnard and addition of storm drains. Included in this change are the costs associated with the relocation of the Fire Department Connection (FDC) as part of the B-Permit requirements per the City of Oxnard. This change also addresses the addition of storm drains behind the Administration Building where low spots at the edge of planter and concrete walkway areas could potentially hold water during a storm. Change Order No. 005 provides for the Board's consideration and ratification of the following PCO's:

- COR-214, PCO 214 – Relocate FDC per B-Permit
- COR-215, PCO 215 – RFI 415 - Storm drain on the back of Admin Bldg.

FISCAL IMPACT:

Twenty-Three Thousand Three Hundred Twenty-Eight Dollars and No Cents (\$23,328.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #005 for Master Agreement #17-41 with Bernards.

ADDITIONAL MATERIALS:

- Attached:** [Change Order No. 005 \(2 Pages\)](#)
[PCO 214 - Relocate FDC per B-Permit \(7 Pages\)](#)
[PCO 215 - RFI 415 - Storm drain behind Admin. Bldg. \(11 Pages\)](#)
[Construction Services Agreement #17-41, Bernards \(25 Pages\)](#)



CHANGE ORDER

Date: 8/5/2020

CHANGE ORDER NO. 005

PROJECT: MCKINNA ES RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-41

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT Perkins Eastman
3194 D Airport Loop Drive,
Costa Mesa, CA 92626

CONTRACTOR:

Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 72538-101
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118371

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 28,319,338.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-004).....	\$ 253,055.00
ADJUSTED CONTRACT SUM.....	\$ 28,572,393.00
NET CHANGE -	\$ 23,328.00

Total Change Orders to Date: \$ 276,383.00

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 005.....\$ 28,595,721.00

Commencement Date:July 16, 2018

Original Completion Date:February 15, 2020

Original Contract Time:580 Calendar Days

Time Extension for all Previous Change Orders:Zero Calendar Days

Time Extension for this Change Order:Zero Calendar Days

Adjusted Completion Date:February 15, 2020

Percentage(0.98%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	PCO 214 – Relocate FDC per B-Permit				\$13,621.00
2.	PCO 215 – RFI 415 - Storm drain on the back of Admin Bldg.		\$9,707.00		
	Totals	\$	\$9,707.00	\$	\$13,621.00

Total Change Order No. 005.....\$ 23,328.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASSIST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

INTERIM ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

INTERIM ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 214 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

B Permit - Relocate FDC per revised plan

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	HPS Mechanical Inc	12,565
	Subtotal:	12,565
Contractual Costs		
Fee		649
Subcontract Default Insurance		151
CCIP		159
Contractor Bond		97
	Subtotal:	1,056
Total Change Order Request Amount:		13,621

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

MERITED
 NOT MERITED



3100 E. Belle Terrace
 Bakersfield, CA 93307
 661-397-2121
 Fax 661-396-2589

CHANGE ORDER REQUEST

CHANGE ORDER REQUEST NO: 5A
 REQUEST DATE: 10/15/2019
 REQUESTED BY:
 CUSTOMER REF #:

TO: Bernards
 555 First St.
 San Fernando CA 91340

Attn: Jaime Pace **Phone: 310-909-9763**

PROJECT: 2438 McKinna ES Reconstruction Site Utilities
 1611 South J Street
 Oxnard CA 93033

If you wish for us to proceed with the following work please issue a written change order for the amount shown or sign below indicating approval.

COST BREAKDOWN ATTACHED	X
PLANS ATTACHED	
SPECIFICATIONS ATTACHED	

Description of Work	Amount
Relocate installed FDC	12,565.00

Remarks
 Revised to reflect correct labor rates.

FDC is installed per plans. Need to relocate per the new B permit drawings that were recently approved.

**HPS reserves the right to any future impact, disruption, loss of efficiency or any other extraordinary or consequential costs that may occur as a result of proceeding with this proposed change.*

Negative changes will lower the overall contract price requiring no additional payment by owner. ***Requested Amount of Change*** **\$12,565.00**

The Contract Time will be changed by **4** *Days*

Approved by Customer	Date _____	HPS Mechanical, Inc.	Date <u>01/28/2020</u>
By (Print) _____		By (Print) <u>Jay Buenviaje</u>	
Signature _____		Signature	
Title _____		Title <u>P.M.</u>	



HOURLY LABOR RATE WORKSHEET

PROJECT NAME	McKinna ES Recon. Site Utilities	PROJECT NO.	2438
CONTRACTOR	Bernards	CONTRACT NO.	
SUBCONTRACTOR	HPS Mechanical, Inc.	DATE	9/13/2019

TRADE: Plumbing	CLASSIFICATION: Plumber - 9.1.19 thru 9.1.20
-----------------	----------------------------------------------

Item	Rate Per \$100	Prevailing Wage Rate			Notes
		Regular Time	Overtime	Double Time	
Base Labor Rate		\$ 51.38	\$ 77.07	\$ 102.76	Use certified payroll to verify.
Fringe Benefits:					
Health/Welfare ¹		\$ 9.16	\$ 9.16	\$ 9.16	
Pension ¹		\$ 12.25	\$ 12.25	\$ 12.25	
Vacation/Holiday		\$ -		\$ -	
Training/Certification ¹		\$ 2.25	\$ 2.25	\$ 2.25	
Other		\$ 1.27	\$ 1.27	\$ 1.27	
Fringe Benefits Subtotal		\$ 24.93	\$ 24.93	\$ 24.93	
Total PW Hourly Rate		\$ 76.31	\$ 102.00	\$ 127.69	= Base Labor Rate + Fring Benefits
Burden: Taxes & Insurance ²					
FICA	0.0620	\$ 3.19	\$ 4.78	\$ 6.37	
Medicare	0.0145	\$ 0.75	\$ 1.12	\$ 1.49	
FUTA	0.0270	\$ 1.39	\$ 2.08	\$ 2.77	
SUTA	0.0620	\$ 3.19	\$ 4.78	\$ 6.37	Maximum - 0.062.
Workers Compensation 1	0.0965	\$ 4.96	\$ 4.96	\$ 4.96	Usually less than 11%; can request policy.
Burden Subtotal		\$ 13.46	\$ 17.71	\$ 21.96	
Contractor Liability Insurance	0.0500	\$ 2.57	\$ 2.57	\$ 2.57	
Subsistence		\$ -	\$ -	\$ -	
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		\$ -	\$ -	\$ -	
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 92.34	\$ 122.28	\$ 152.22	= Amount Contractor paid to employee

¹ Costs for Overtime and Double Time are same as for Regular Time.

² Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Beatriz Diaz Company Name: HPS Mechanical, Inc.

(print name)

Signature:



HOURLY LABOR RATE WORKSHEET

PROJECT NAME	McKinna ES Recon. Site Utilities	PROJECT NO.	2438
CONTRACTOR	Bernards	CONTRACT NO.	
SUBCONTRACTOR	HPS Mechanical, Inc.	DATE	9/13/2019

TRADE: Plumbing CLASSIFICATION: Operating Engineer G-8 - 6.24.19 thru 6.30.20

Item	Rate Per \$100	Prevailing Wage Rate			Notes
		Regular Time	Overtime	Double Time	
Base Labor Rate		\$ 48.19	\$ 72.29	\$ 96.38	Use certified payroll to verify.
Fringe Benefits:					
Health/Welfare ¹		\$ 11.45	\$ 11.45	\$ 11.45	
Pension ¹		\$ 10.65	\$ 10.65	\$ 10.65	
Vacation/Holiday		\$ 3.55	\$ 3.55	\$ 3.55	
Training/Certification ¹		\$ 1.00	\$ 1.00	\$ 1.00	
Other		\$ 0.39	\$ 0.39	\$ 0.39	
Fringe Benefits Subtotal		\$ 27.04	\$ 27.04	\$ 27.04	
Total PW Hourly Rate		\$ 75.23	\$ 99.33	\$ 123.42	= Base Labor Rate + Fring Benefits
Burden: Taxes & Insurance ²					
FICA	0.0620	\$ 2.99	\$ 4.48	\$ 5.98	
Medicare	0.0145	\$ 0.70	\$ 1.05	\$ 1.40	
FUTA	0.0270	\$ 1.30	\$ 1.95	\$ 2.60	
SUTA	0.0620	\$ 2.99	\$ 4.48	\$ 5.98	Maximum - 0.062.
Workers Compensation 1	0.0965	\$ 4.65	\$ 4.65	\$ 4.65	Usually less than 11%; can request policy.
Burden Subtotal		\$ 12.63	\$ 16.61	\$ 20.60	
Contractor Liability Insurance	0.0500	\$ 2.41	\$ 2.41	\$ 2.41	
Subsistenc		\$ 3.75	\$ -	\$ -	
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		\$ -	\$ -	\$ -	
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 94.02	\$ 118.35	\$ 146.43	= Amount Contractor paid to employee

¹ Costs for Overtime and Double Time are same as for Regular Time.

² Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

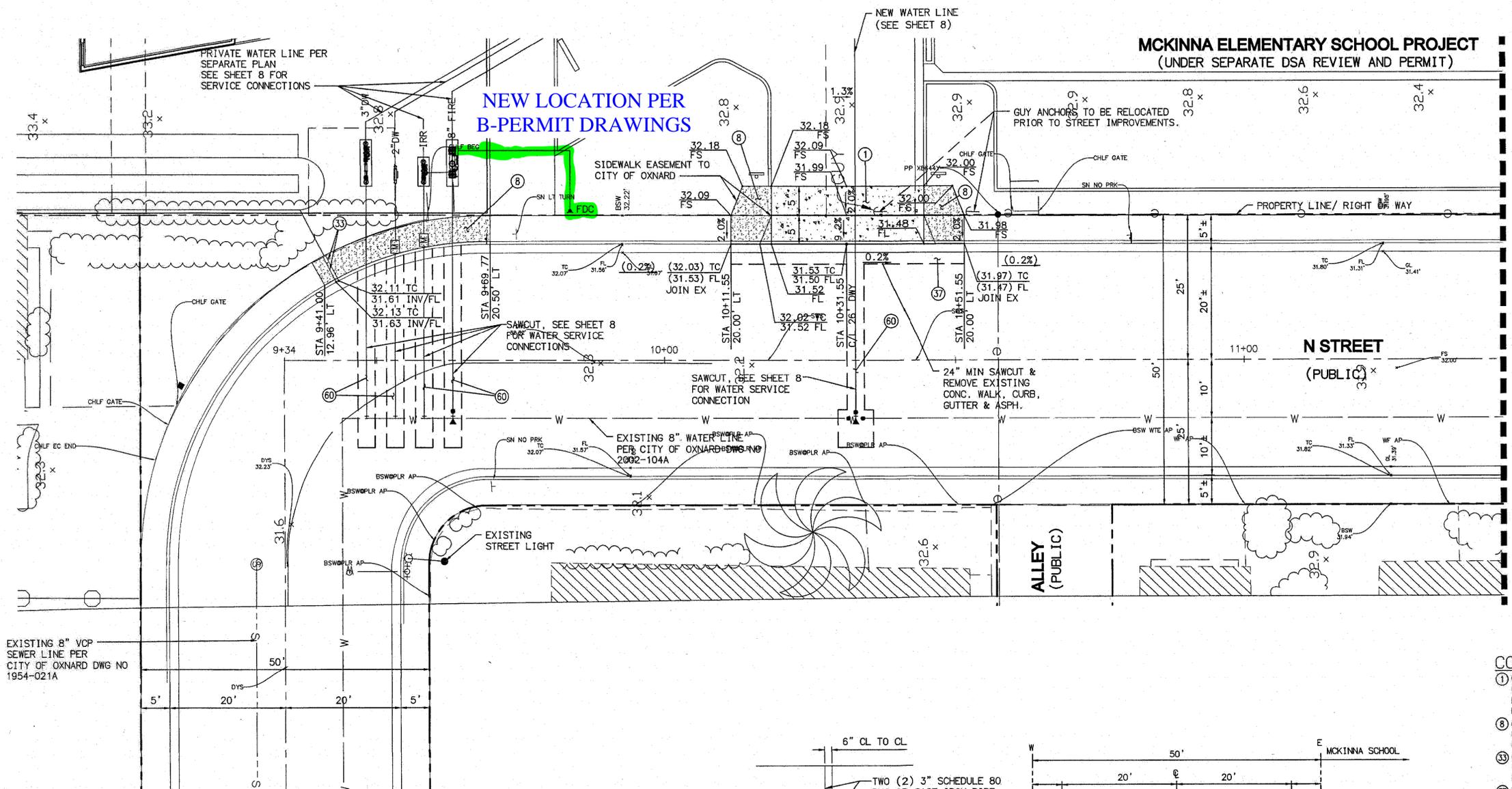
By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Beatriz Diaz Company Name: HPS Mechanical, Inc.

(print name)

Signature:

MCKINNA ELEMENTARY SCHOOL PROJECT
(UNDER SEPARATE DSA REVIEW AND PERMIT)

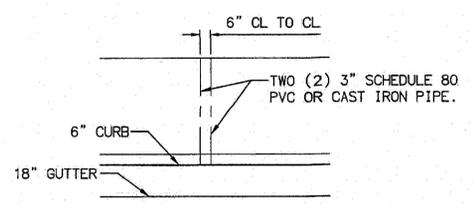


NEW LOCATION PER B-PERMIT DRAWINGS

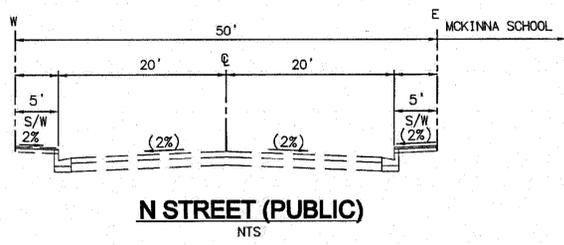
SEE SHEET 3

EXISTING 8" VCP SEWER LINE PER CITY OF OXNARD DWG NO 1954-021A

DATE ST (PUBLIC)

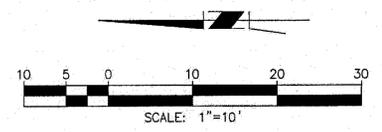


(A) SIDEWALK DRAIN PIPE
INSPECTION BY DSA N.T.S.



CONSTRUCTION NOTES

- 1) CONSTRUCT CONCRETE DRIVEWAY APPROACH PER CITY OF OXNARD STANDARD PLATE 115. W=(SEE PLAN), X=2', Z=8" WITH REBAR 12' O.C. MODIFIED PER PLAN.
- 2) CONSTRUCT 4" PCC (520-C-2500) WALK PER CITY OF OXNARD STD PLATE 112 AND 113, ON 90% COMPACTED SUBGRADE.
- 3) CONSTRUCT PARKWAY DRAIN PER CITY OF OXNARD STD PLAN 122 WITH (2) 3" PIPES TO CURB PER DETAIL A HEREON.
- 4) REMOVE EXISTING AC AND RECOMPACT EXISTING BASE TO 90% RELATIVE COMPACTION. REPLACE AC PAVEMENT SECTION TO MATCH EXISTING PLUS 1-INCH TACK COAT 0.10 GAL/SY SS-IH ALL VERTICAL SURFACES.
- 5) TRENCH BACKFILL PER CITY OF OXNARD STD PLATE 602



NP 18-02
HTE 17-5135

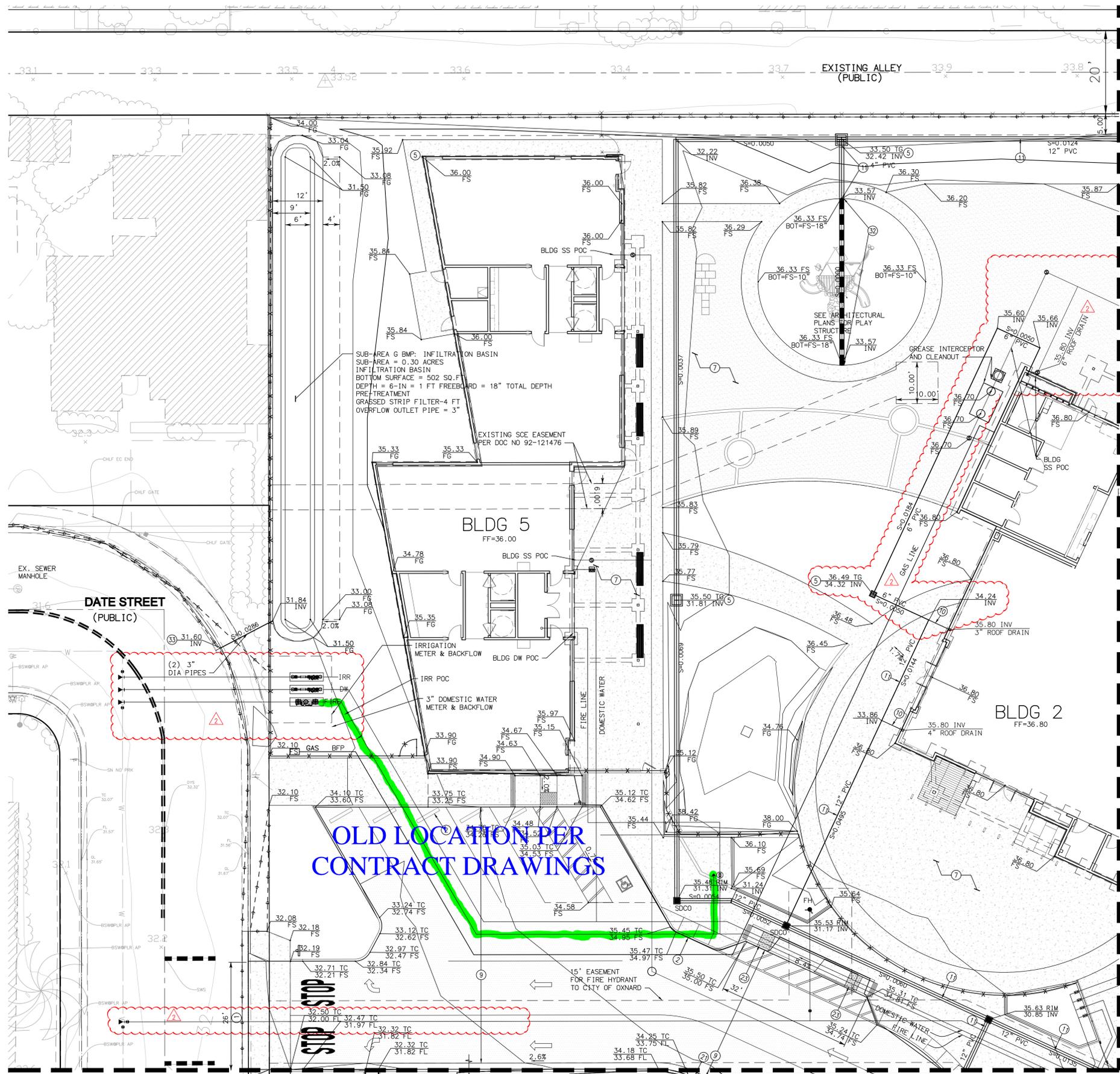
PREPARED BY
DELANE ENGINEERING
2812 SANTA MONICA BLVD, SUITE 208
SANTA MONICA, CA 90404
PHONE: 310.548.5711 WWW.DELANEENGINEERING.COM
7/2/19
SCOTT DELANE UHLES RCE NO 72391 EXP 6/30/20



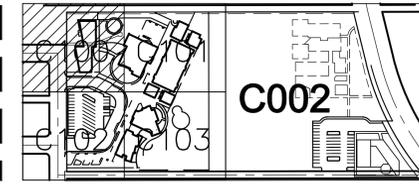
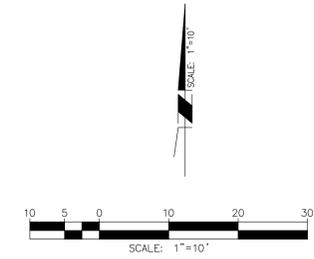
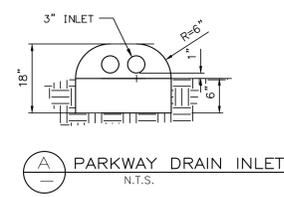
REVISIONS			
MARK	DATE	DESCRIPTION	BY

OXNARD DEVELOPMENT SERVICES DEPARTMENT
MCKINNA ELEMENTARY SCHOOL N STREET IMPROVEMENTS
ACCEPTED BY: *Paul J. Wendt* 7.31.19
CITY ENGINEER, N.C.E. 46333 (EXP. 12-31-20) DATE
REVIEWED BY: *Chun Ngan* 7.31.19
SCALE: HORIZ. 1"=10' VERT. 1"=2'
SHEET NO. 2 OF 10
DRAWING NUMBER 18-06A
CHECKED BY: _____

PLOT DATE: 5/23/19 4:48 PM FILE NAME: D:\COURT\DATA\101517\CA\LAND\CONSTRUCTION DOCUMENT\CVTY197-51-462.DWG



- CONSTRUCTION NOTES**
- CONSTRUCT CONCRETE DRIVEWAY APPROACH PER CITY OF OXNARD STANDARD PLATE 115, W=(SEE PLAN), X=2', Z=8" PCC WITH #4 BARS 12" O.C. EACH WAY OVER 4" SAND STANDARD PLATE 111, A1-6
 - INSTALL 12"x12" ADA ACCESSIBLE GRATED INLET; TRAFFIC RATED (H-20)
 - CONSTRUCT DECORATIVE CONCRETE 6" PCC (3500 PSI) OVER 4" PMB REINFORCED WITH #4 BARS AT 24" ON CENTER EACH WAY AT MID SECTION. PATTERN AND COLOR PER ARCHITECTURAL PLANS. SEE A007 FOR EDGE CONDITION DETAILS
 - CONSTRUCT A.C. PAVEMENT: DRIVE AISLE= 4"A.C. OVER 6" A.B. (TI=6, R=35); PARKING STALLS=3" A.C. OVER 4" A.B. (TI=4.5, R=35) FINAL SECTION TO BE DETERMINED BY SOILS ENGINEER BASED ON R-VALUE ANALYSIS AND APPROVED BY CITY ENGINEER
 - INSTALL 4" PVC (SDR-35) STORM DRAIN PIPE. CONNECT TO ROOF DRAIN PER PLUMBING PLANS
 - INSTALL PVC (SDR-35) STORM DRAIN PIPE, S=0.0050 MIN. SIZE= SEE PLAN
 - CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
 - CONSTRUCT DETECTABLE WARNING SURFACE PER ARCHITECTURAL PLANS
 - INSTALL PLAY STRUCTURE AREA SUB-DRAIN. NDSPRO PRODUCT MODEL EZFLOW-1001F OR EQUAL
 - CONSTRUCT PARKWAY DRAIN PER CITY OF OXNARD STD PLAN 122 WITH HEADWALL PER DETAIL A



CAUTION:
THE CONTRACTOR SHALL POTHOLE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO STARTING ANY WET UTILITY CONSTRUCTION. PRIOR TO POTHOLES THE CONTRACTOR SHALL PROVIDE THE ENGINEER TWO WORKING DAYS NOTICE TO SURVEY AND VERIFY THE HORIZONTAL/VERTICAL LOCATION OF ALL EXISTING UTILITY CROSSINGS. CHANGES TO THE PROPOSED WET UTILITY ALIGNMENT COULD BE REQUIRED BASED ON THE ACTUAL UTILITY LOCATIONS.



McKINNA ES
OXNARD SCHOOL DISTRICT
1611 S. J STREET, OXNARD, CA 93030

JOB	01-10157
SCALE	1"=20'
PM	SU
DATE	5/7/18
	4/16/18
	5/7/18

CIVIL - CONSTRUCTION DOCUMENTS
GRADING & DRAINAGE PLANS

DSA SUBMITTAL

IDENTIFICATION STAMP
DI (O) THE STATE ARCHITECT
SEE ICES

FILE NO:
AI:
AC: LS: SS:
DATE:



COSTA MESA | OAKLAND
WWW.DOUGHERTY.US

C100r2



CHANGE ORDER REQUEST

COR No. 215 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 415 - Storm Drain behind Admin

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	HPS Mechanical Inc	8,956
	Subtotal:	8,956
Contractual Costs		
Fee		462
Subcontract Default Insurance		107
CCIP		113
Contractor Bond		69
	Subtotal:	751
Total Change Order Request Amount:		9,707

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

MERITED
 NOT MERITED



3100 E. Belle Terrace
 Bakersfield, CA 93307
 661-397-2121
 Fax 661-396-2589

CHANGE ORDER REQUEST

CHANGE ORDER REQUEST NO: 6B
 REQUEST DATE: 01/03/2020
 REQUESTED BY:
 CUSTOMER REF #:

TO: Bernards
 555 First St.
 San Fernando CA 91340

Attn: Jaime Pace **Phone: 310-909-9763**

PROJECT: 2438 McKinna ES Reconstruction Site Utilities
 1611 South J Street
 Oxnard CA 93033

If you wish for us to proceed with the following work please issue a written change order for the amount shown or sign below indicating approval.

COST BREAKDOWN ATTACHED	X
PLANS ATTACHED	
SPECIFICATIONS ATTACHED	

Description of Work	Amount
Add two drain boxes at the back of Admin Bldg.	8,956.00

Remarks
 Revised to reflect correct labor rates.

Per RFI 415. Cost excludes concrete sawcutting, demolition, concrete patching & restoration.

**HPS reserves the right to any future impact, disruption, loss of efficiency or any other extraordinary or consequential costs that may occur as a result of proceeding with this proposed change.*

Negative changes will lower the overall contract price requiring no additional payment by owner. **Requested Amount of Change** **\$8,956.00**

The Contract Time will be changed by **3** *Days*

Approved by Customer	Date _____	HPS Mechanical, Inc.	Date <u>01/28/2020</u>
By (Print) _____		By (Print) <u>Jay Buenviaje</u>	
Signature _____		Signature	
Title _____		Title <u>P.M.</u>	



HOURLY LABOR RATE WORKSHEET

PROJECT NAME	McKinna ES Recon. Site Utilities	PROJECT NO.	2438
CONTRACTOR	Bernards	CONTRACT NO.	
SUBCONTRACTOR	HPS Mechanical, Inc.	DATE	9/13/2019

TRADE: Plumbing	CLASSIFICATION: Plumber - 9.1.19 thru 9.1.20
-----------------	----------------------------------------------

Item	Rate Per \$100	Prevailing Wage Rate			Notes
		Regular Time	Overtime	Double Time	
Base Labor Rate		\$ 51.38	\$ 77.07	\$ 102.76	Use certified payroll to verify.
Fringe Benefits:					
Health/Welfare ¹		\$ 9.16	\$ 9.16	\$ 9.16	
Pension ¹		\$ 12.25	\$ 12.25	\$ 12.25	
Vacation/Holiday		\$ -		\$ -	
Training/Certification ¹		\$ 2.25	\$ 2.25	\$ 2.25	
Other		\$ 1.27	\$ 1.27	\$ 1.27	
Fringe Benefits Subtotal		\$ 24.93	\$ 24.93	\$ 24.93	
Total PW Hourly Rate		\$ 76.31	\$ 102.00	\$ 127.69	= Base Labor Rate + Fring Benefits
Burden: Taxes & Insurance ²					
FICA	0.0620	\$ 3.19	\$ 4.78	\$ 6.37	
Medicare	0.0145	\$ 0.75	\$ 1.12	\$ 1.49	
FUTA	0.0270	\$ 1.39	\$ 2.08	\$ 2.77	
SUTA	0.0620	\$ 3.19	\$ 4.78	\$ 6.37	Maximum - 0.062.
Workers Compensation 1	0.0965	\$ 4.96	\$ 4.96	\$ 4.96	Usually less than 11%; can request policy.
Burden Subtotal		\$ 13.46	\$ 17.71	\$ 21.96	
Contractor Liability Insurance	0.0500	\$ 2.57	\$ 2.57	\$ 2.57	
Subsistence		\$ -	\$ -	\$ -	
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		\$ -	\$ -	\$ -	
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 92.34	\$ 122.28	\$ 152.22	= Amount Contractor paid to employee

¹ Costs for Overtime and Double Time are same as for Regular Time.

² Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Beatriz Diaz Company Name: HPS Mechanical, Inc.

(print name)

Signature:



HOURLY LABOR RATE WORKSHEET

PROJECT NAME	McKinna ES Recon. Site Utilities	PROJECT NO.	2438
CONTRACTOR	Bernards	CONTRACT NO.	
SUBCONTRACTOR	HPS Mechanical, Inc.	DATE	9/13/2019

TRADE: Plumbing CLASSIFICATION: Operating Engineer G-8 - 6.24.19 thru 6.30.20

Item	Rate Per \$100	Prevailing Wage Rate			Notes
		Regular Time	Overtime	Double Time	
Base Labor Rate		\$ 48.19	\$ 72.29	\$ 96.38	Use certified payroll to verify.
Fringe Benefits:					
Health/Welfare ¹		\$ 11.45	\$ 11.45	\$ 11.45	
Pension ¹		\$ 10.65	\$ 10.65	\$ 10.65	
Vacation/Holiday		\$ 3.55	\$ 3.55	\$ 3.55	
Training/Certification ¹		\$ 1.00	\$ 1.00	\$ 1.00	
Other		\$ 0.39	\$ 0.39	\$ 0.39	
Fringe Benefits Subtotal		\$ 27.04	\$ 27.04	\$ 27.04	
Total PW Hourly Rate		\$ 75.23	\$ 99.33	\$ 123.42	= Base Labor Rate + Fring Benefits
Burden: Taxes & Insurance ²					
FICA	0.0620	\$ 2.99	\$ 4.48	\$ 5.98	
Medicare	0.0145	\$ 0.70	\$ 1.05	\$ 1.40	
FUTA	0.0270	\$ 1.30	\$ 1.95	\$ 2.60	
SUTA	0.0620	\$ 2.99	\$ 4.48	\$ 5.98	Maximum - 0.062.
Workers Compensation 1	0.0965	\$ 4.65	\$ 4.65	\$ 4.65	Usually less than 11%; can request policy.
Burden Subtotal		\$ 12.63	\$ 16.61	\$ 20.60	
Contractor Liability Insurance	0.0500	\$ 2.41	\$ 2.41	\$ 2.41	
Subsistenc		\$ 3.75	\$ -	\$ -	
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		\$ -	\$ -	\$ -	
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 94.02	\$ 118.35	\$ 146.43	= Amount Contractor paid to employee

¹ Costs for Overtime and Double Time are same as for Regular Time.

² Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Beatriz Diaz Company Name: HPS Mechanical, Inc.

(print name)

Signature:



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 415

Project: McKinna Elementary School Reconstruction

Date: 12-11-19

Discipline: Civil

Subject: Storm drain on the back of Admin Bldg

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C103		

QUESTION

On the back side of Admin Bldg, there is a low spot at the edge of planter and concrete walkway. This spot could potentially hold water during a storm. We recommend adding a catch basin and connect to the nearest storm drain line as shown in the sketch below.

ANSWER

Two drains were added at each end of the landscape planter and connected to the adjacent storm drain line. See enclosed mark-up, page 4.

Steve Downs DELANE ENGINEERING 12/16/2019

Confirmed. - KAG, PE 12.16.19

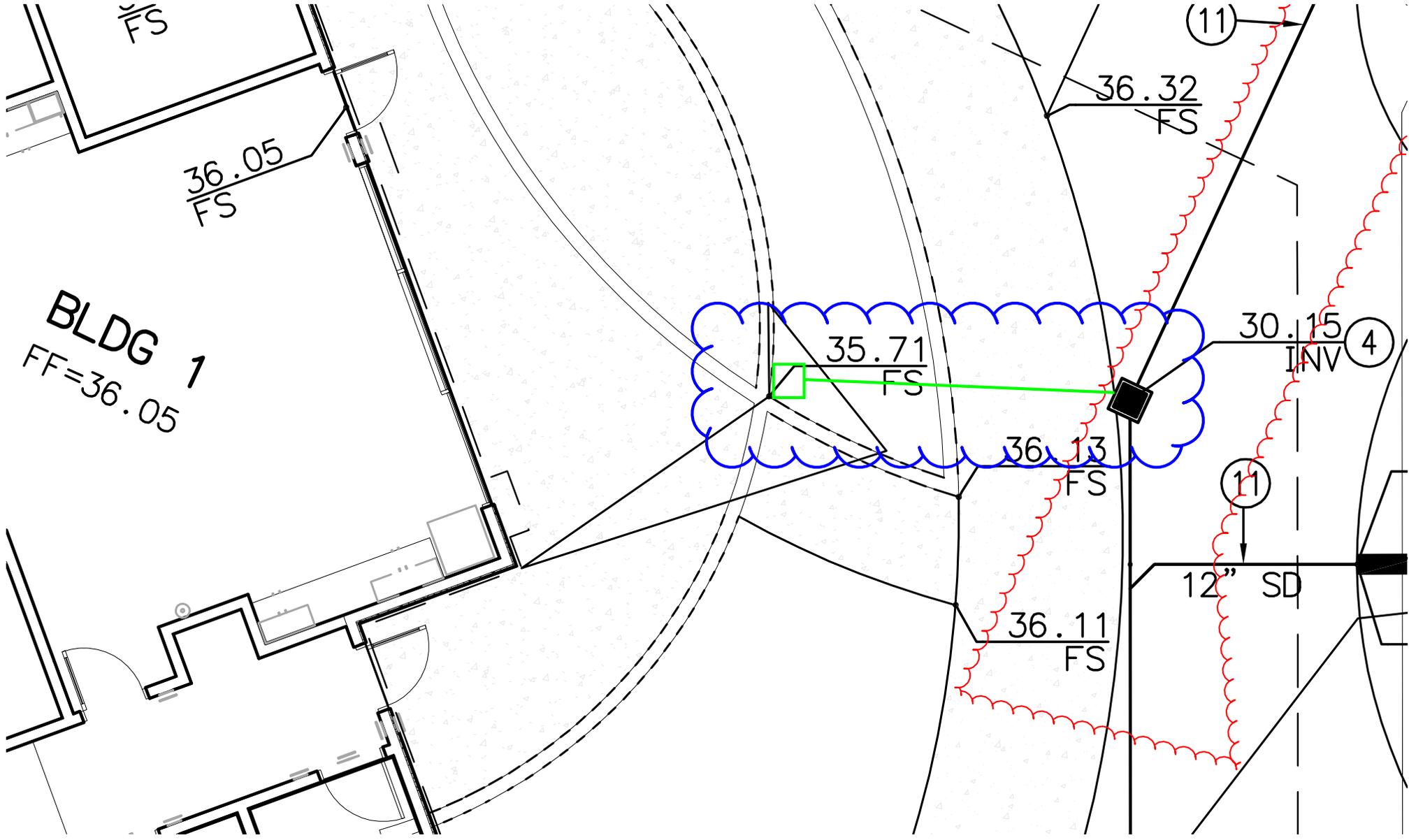
RESPONSE DISTRIBUTION

Company	Contact	Date Sent
B&M Contractors Inc	Bruce Arikawa	12/16/2019
HPS Mechanical Inc	Jay Buenviaje	12/16/2019
Dufau Landscape Inc	Peter Dufau	12/16/2019

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Terry Root - Bernards

Submitted By: Arvind Balaji - Bernards



BLDG 1
FF=36.05

36.05
FS

35.71
FS

36.13
FS

36.11
FS

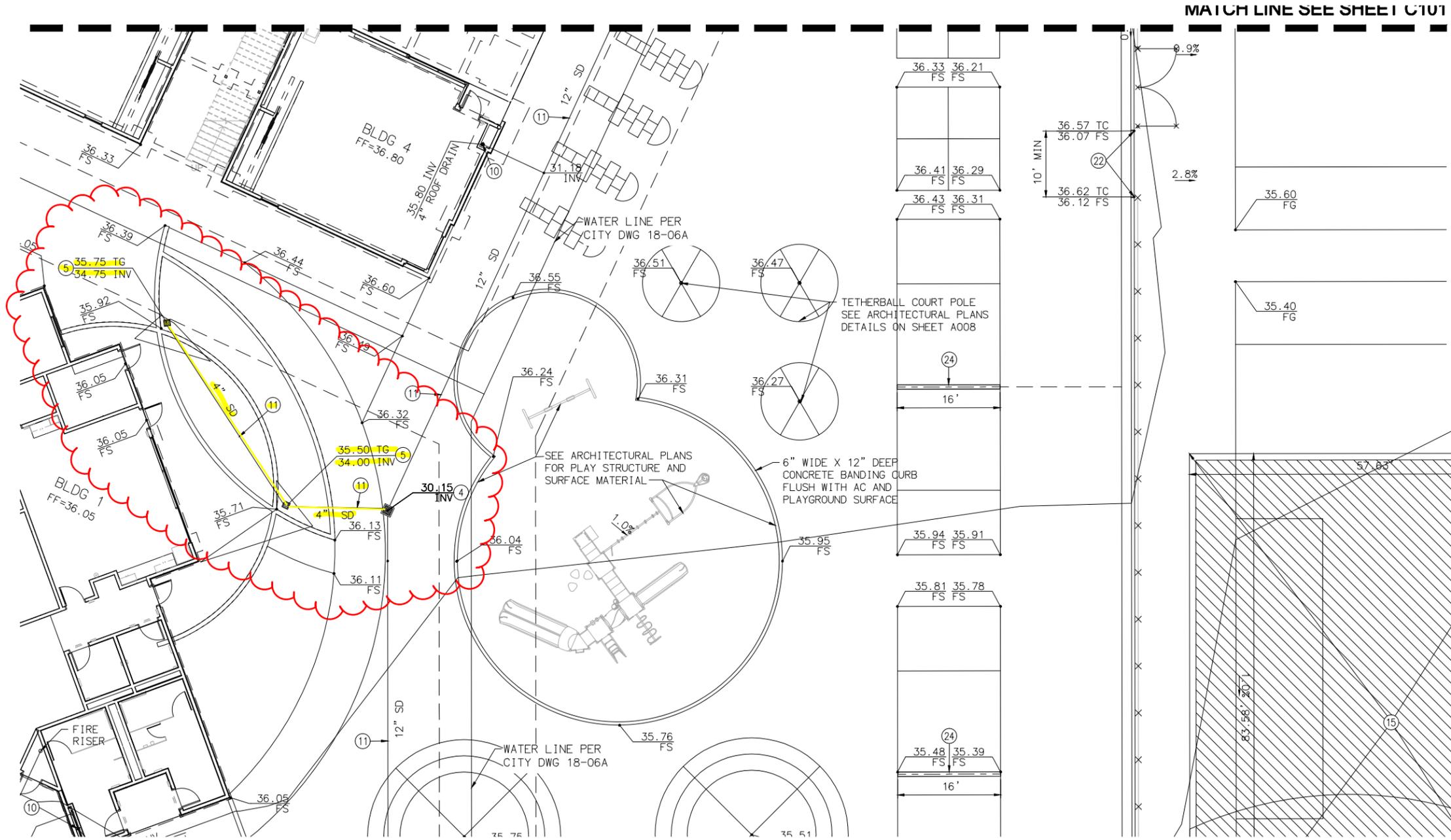
36.32
FS

30.15
INV (4)

12" SD

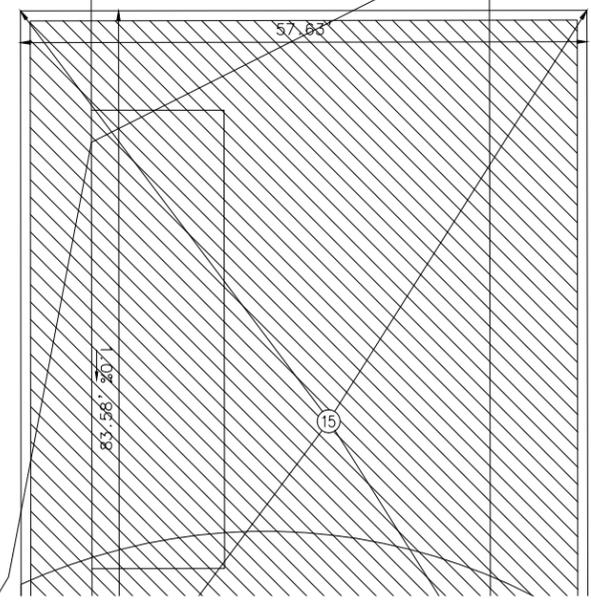
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CONSTRUCTION NOTES

- ④ INSTALL 12"X12" SOLID COVER CLEANOUT; TRAFFIC RATED (H-20)
- ⑤ INSTALL 12"X12" ADA ACCESSIBLE GRATED INLET; TRAFFIC RATED (H-20)
- ⑩ INSTALL PVC (SDR-35) STORM DRAIN PIPE (SIZE TO MATCH ROOF DRAIN/SEE PLAN) . CONNECT TO ROOF DRAIN PER PLUMBING PLANS
- ⑪ INSTALL PVC (SDR-35) STORM DRAIN PIPE, S=0.0050 MIN, SIZE=SEE PLAN
- ⑮ CONSTRUCT BELOW GRADE INFILTRATION BASIN: CONCRETE MODULAR STORMWATER STORAGE UNITS. SEE SHEETS C201 & C202
- ⑲ INSTALL INFILTRATION BMP PRE-TREATMENT DEVICE, A HYDRODYNAMIC SEPARATOR: CDS MODEL 2015-4
- ⑳ CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
- ㉑ CONSTRUCT 0" CONCRETE CURB ONLY PER CITY OF OXNARD STANDARD PLATE 111, A1, CF =0"
- ㉔ CONSTRUCT BALL WALL: REINFORCED CONCRETE BLOCK WALL PER SPPWC STD PLAN 601-4. H=10' MAX, COLOR AND FINISH PER ARCHITECTURAL PLANS, DETAIL E8/A008
- ㉕ CONSTRUCT BASKETBALL GOAL POST PER ARCHITECTURAL PLANS, DETAIL E6, ON SHEET A008
- ㉖ STORMWATER BMP: GRASSED SWALE FILTER: LENGTH = 100 LF, SLOPE = 0.5%, BOTTOM WIDTH = 2 FT, SIDE SLOPES = 4: 1
- ㉗ CONSTRUCT CSP FLARED INLET/OUTLET PER SPPWC STD PLAN 351-2
- ㉘ INSTALL PLAY STRUCTURE AREA SUB-DRAIN. NDSPRO PRODUCT MODEL EZFLOW-1001F OR EQUAL



Kevin Griendling

From: Mario Mera <MMera@cfwinc.com>
Sent: Thursday, December 12, 2019 1:45 PM
To: Kevin Griendling
Cc: Diego Matzkin
Subject: RE: McKinna ES RFI 415 - Storm drain on the back of Admin Bldg.

Kevin,

After this morning's meeting we walked the site and reviewed this item. We are in agreement, please proceed with the addition of a drain in the planter by the Admin Bldg.

Sincerely,

Mario Mera

Senior Program Manager – Implementation Services

Caldwell, Flores, Winters, Inc.

mobile: (310) 863-2980

e-mail: mmera@cfwinc.com

CFW Los Angeles Office:

815 Colorado Blvd., Ste. 201,

Los Angeles, CA 93035

office: (323) 202-2550

CFW Oxnard Office:

1901 S. Victoria Ave., Ste. 106

Oxnard, CA 93035

office: (805) 201-0546

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Please consider the environment before printing this e-mail

From: Kevin Griendling <k.griendling@perkinseastman.com>
Sent: Wednesday, December 11, 2019 3:09 PM
To: Mario Mera <MMera@cfwinc.com>
Cc: Diego Matzkin <d.matzkin@perkinseastman.com>
Subject: FW: McKinna ES RFI 415 - Storm drain on the back of Admin Bldg.

Mario,

Due to the overall flatness of the site, and the soil present, we suggest adding this drain to the planter by the admin building. Please confirm.

Best,

Kevin

From: Arvind Balaji <ABalaji@bernards.com>

Sent: Wednesday, December 11, 2019 3:01 PM

To: Kevin Griendling <k.griendling@perkinseastman.com>

Cc: Jaime Pace <jpace@bernards.com>; Terry Root <TRoot@bernards.com>; Mitch Michaelis <MMichaelis@bernards.com>; Chris Daugherty <cdaugherty5107@gmail.com>; Mario Mera <MMera@cfwinc.com>

Subject: McKinna ES RFI 415 - Storm drain on the back of Admin Bldg.

Hello Kevin,

Please see the attached **RFI 415 - Storm drain on the back of Admin Bldg.** for your review.

Thanks,

Arvind Balaji

Project Engineer | McKinna Elementary School | BERNARDS

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CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

#17-41

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

- 2 -

amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together

#17-41

with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

- 4 -

agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

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specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply

with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.

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- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

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SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of

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this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **TBD** as Project Manager/Superintendent for the Project. So long as **TBD** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

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business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

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- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous

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materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

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If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the

District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR:

Bernards
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Rich Falt
Title: Executive VP
Date: 6.30.2017

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the
State of California

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00)**, to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR:

THE DISTRICT:

Oxnard School District,
a California school district

By: Rich Foeltz

By: Lisa A. Franz

Title: Executive Vice President

Title: Lisa A. Franz, Director, Purchasing

Date: 6.30.2017

Date: 8-11-17

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 5, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 006 to Construction Services Agreement # 17-41, with Bernards for the McKinna ES Reconstruct Project (Penanhoat/Miller/CFW)

Change Order No. 006 addresses the procurement of two (2) new milk coolers per the instruction of the District's Director of Child Nutrition Services. Change Order No. 006 provides for the Board's consideration and ratification of the following PCO:

- COR-217, PCO 217 - Milk Cooler Replacement

FISCAL IMPACT:

Nineteen Thousand One Hundred Seventy-Eight Dollars and No Cents (\$19,178.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #006 for Master Agreement #17-41 with Bernards.

ADDITIONAL MATERIALS:

- Attached:** [Change Order No. 006 \(2 Pages\)](#)
- [PCO 217 - Milk Cooler Replacement \(11 Pages\)](#)
- [Construction Services Agreement #17-41, Bernards \(25 Pages\)](#)



CHANGE ORDER

Date: 8/5/2020

CHANGE ORDER NO. 006

PROJECT: MCKINNA ES RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-41

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT Perkins Eastman
3194 D Airport Loop Drive,
Costa Mesa, CA 92626

CONTRACTOR:
Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 72538-101
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118371

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 28,319,338.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-005).....	\$ 276,383.00
ADJUSTED CONTRACT SUM.....	\$ 28,595,721.00
NET CHANGE -	\$ 19,178.00

Total Change Orders to Date:	\$ 295,561.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 006.....	\$ 28,614,899.00

Commencement Date:	July 16, 2018
Original Completion Date:	February 15, 2020
Original Contract Time:	580 Calendar Days
Time Extension for all Previous Change Orders:	Zero Calendar Days
Time Extension for this Change Order:	Zero Calendar Days
Adjusted Completion Date:	February 15, 2020

Percentage(1.04%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	PCO 217 - Milk Cooler Replacement		\$19,178.00		
	Totals	\$0.00	\$19,178.00	\$0.00	\$0.00

Total Change Order No. 006\$19,178.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASSIST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

INTERIM ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

INTERIM ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 217 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

Milk Cooler - Replace One sided w/ Dual sided and wall caps

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Kamran and Company Inc	17,693
	Subtotal:	17,693
Contractual Costs		
Fee		913
Subcontract Default Insurance		212
CCIP		224
Contractor Bond		136
	Subtotal:	1,485
Total Change Order Request Amount:		19,178

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

MERITED
 NOT MERITED

COST PROPOSAL



KAMRAN AND COMPANY, INC.
 411 East Montecito St.
 Santa Barbara, CA 93101
 P: 805-963-3016
 F: 805-962-5915
Rebecca Turner

Date: 1/13/2020
 PCO#: 2 Rev2
 GC: Bernards
 Attn: Jaime Pace
 Phone: 310-909-9763
 Fax:
 KC Job# 18MCKI

Project:	McKinna
Scope of Work:	District Milk cooler Change
Clarification:	Per the request of the district. Please see the attached quote for dual sided milk coolers
Exclusion:	MEP final and interconnections, site logistic changes, project acceleration impacts, labor inefficiency impacts, warehousing/storage, material escalation, and double handling Millwork and Stone tops

Approved? Yes / No Signed: _____ Print Name: _____

A	Labor per applicable local labor union agreement, including fringe benefits, taxes and insurances at cost.			
	Journeyman OT Installation	/hours X	\$ 116.06 /hour =	\$ -
	Journeyman Installation	6 /hours X	\$ 89.81 /hour =	\$ 538.86
	OT Foreman hours	/hours X	\$ 129.03 /hour =	\$ -
	Foreman hours	/hours X	\$ 98.82 /hour =	\$ -
	General OT Foreman hours	/hours X	\$ 133.34 /hour =	\$ -
	General Foreman hours	/hours X	\$ 101.86 /hour =	\$ -
	Travel and Subsistence	/hours X	\$ - /hour =	\$ -
	Fire Watch	/hours X	\$ - /hour =	\$ -
	BIM for hood support / hanging system	/hours X	\$ - /hour =	\$ -
	BIM for overhead refrigeration	/hours X	\$ - /hour =	\$ -
	Small Tools			
	Covers wear and tear for tools that cost less than \$1000	1.50% /Labor Costs	\$ 538.86 /Total Labor =	\$ 8.08
	2% Safety costs			
	Safety Officer	2% Labor costs	\$ 538.86 /Total Labor =	\$ 10.78

B	Coordination cost		\$91.67
C	Materials (see attached list)		\$11,071.52
C1	Consumables (3% of Material Costs)		\$ -
C2	Material Handling (2% of Material Cost)		\$ -
D	Equipment (see attached list)		\$0.00
	Subtotal of Materials before Sales Tax	\$ 11,071.52	
E	Sales Tax on Items C & D sales tax:	8.750%	\$968.76
F	Permits and Inspection Fees, if required		\$ -
G	Jobsite Cleanup (1.5% of Direct Costs)		\$ -
H	Freight (see attached list)		\$ 1,940.20
I	Warranty 1% Direct Costs		\$ -
	Subtotal of Direct Costs	\$ 14,629.87	
	Kamran and Co. SUBTOTAL:		\$ 14,629.87

J	Overhead and Profit on Items A through G (less freight and tax) (included bond cost)	Mark-Up 15%	\$ 2,194.48
K	Sub-Contractor work		\$ -
L	Mark-up Sub-Subcontractor cost	Mark-Up 5%	\$ -
M	Unit Price Work, if applicable		\$ -
N	Bond, if applicable	1.5%	\$ -

TOTAL CHANGE ORDER REQUEST PROPOSAL AMOUNT \$ 16,824.35

TIME IMPACT: **TBD**

ADDITIONAL DAYS REQUIRED DUE TO THIS PROPOSED CHANGE ORDER

PRICES ARE GOOD FOR 30 DAYS

TRANSPORTATION LEAD TIME: 2-3 DAYS

Please see attached sheet for details

MATERIALS, EQUIPMENT AND FREIGHT LIST



KAMRAN AND COMPANY, INC.
 411 East Montecito St.
 Santa Barbara, CA 93101
 P: 805-963-3016
 F: 805-962-5915
 Rebecca Turner

Date: 1/13/2020
 PCO#: 2 Rev2
 GC: Bernards
 Attn: Jaime Pace
 Phone: 310-909-9763
 Fax: 0
 KC Job# 18MCKI

Project: McKinna

Scope of Work: District Milk cooler Change
 0
 Per the request of the district. Please see the attached quote
 for dual sided milk coolers
 0
 0
 0
 0

Exclusions: MEP final and interconnections, site logistic changes, project acceleration impacts, labor
 inefficiency impacts, warehousing/storage, material escalation, and double handling
 Millwork and Stone tops
 0

Material List						Labor	Freight ea.	Total	Unit Price	Extended Price
Qty	Unit	Item #	MFR	Model	Description	Hours		Freight		
-2	ea	54	Beverage Aire	SM34HC-W	Single Side Milk Cooler	0	\$0.00	\$0.00	\$1,688.40	(\$3,376.80)
2	ea	54	Beverage Aire	SM34HC-W	Restocking Fee 40%	0	\$0.00	\$0.00	\$675.36	\$1,350.72
2	ea	54	Beverage Aire	SM34HC-W	Return Freight	4	\$485.05	\$970.10	\$0.00	\$0.00
2	ea	54	Beverage Aire	STF58HC-1-S	Dual Sided Milk Cooler	2	\$485.05	\$970.10	\$6,548.80	\$13,097.60
						6				
								Freight		Total Material
								\$1,940.20		\$11,071.52

Equipment List						Equipment	Extended Price
Qty	Unit	Item #	Description				
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						Total Freight	Total Equipment
						\$ 1,940.20	\$0.00



Project:
 McKinna - Milk Cooler
 1611 South J Street
 Oxnard, CA 93003

From:
 Kamran and Company Inc.
 Rebecca Turner
 411 E. Montecito St.
 Santa Barbara, CA 93101
 (805) 963-3016
 (805) 963-3016 110 (Contact)

Job Reference Number: 21181

Note: All Quotes are valid for 30 days unless otherwise agreed to in writing.

Item	Qty	Description	Sell	Sell Total
54	-2 ea	MILK COOLER Beverage Air Model No. SM34HC-W School Milk Cooler, normal temperature, 34"W x 30-5/8"D x 41-1/8"H, 12.73 cu. ft., single access, flat top carton capacities, (8) 13" x 13" x 11" or (4) 19" x 13" x 11" case capacity, self-latching doors/lids with safety bumpers, cylinder lock, wire floor racks, floor drain, electronic control, auto defrost, galvanized steel interior with stainless steel floor, white exterior, R290 Hydrocarbon refrigerant, 1/3 HP, cULus, UL EPH Classified, UL-Sanitation, Made in USA	\$1,688.40	\$-3,376.80
	2 ea	Restocking Fee 40%	\$675.36	\$1,350.72
	2 ea	Return Freight	\$485.05	\$970.10
ITEM TOTAL:				\$-1,055.98
54.1	2 ea	MILK COOLER Beverage Air Model No. STF58HC-1-S School Milk Cooler, forced air, 58"W x 34"D x 47-3/4"H, 24.3 cu. ft., dual access, exterior digital thermometer, full electronic control, flat top carton capacities, (16) 13" x 13" x 11" or (10) 19" x 13" x 11 case capacities, (4) self-latching doors/lids with safety bumpers, cylinder lock, epoxy coated steel wire floor racks, electronic control, auto defrost, stainless steel interior & exterior, floor drain, R290 Hydrocarbon refrigerant, 1/3 HP, cULus, UL EPH Classified, UL- Sanitation, Made in USA	\$6,063.75	\$12,127.50
	2 ea	3 years parts & labor warranty (excludes maintenance items)		
	2 ea	Self-Contained refrigeration		
	2 ea	Additional 2 year compressor warranty, standard		
	2 ea	115v/60/1-ph, 3.3 amps, cord with NEMA 5-15P		
	2 ea	5" Heavy duty casters, standard		
	2 ea	Freight	\$485.05	\$970.10
ITEM TOTAL:				\$13,097.60
Total				\$12,041.62

Manufacturer Summary

Mfr	FOB	ZIP	Class	Weight	Good Until	Terms	Notes
Beverage Air	Brookville	15825	150	442			
Beverage Air	Winston-Salem	27105-2667	150				

NOTE: ALL CREDIT CARD TRANSACTIONS WILL BE CHARGED A 2.5% CONVENIENCE FEE

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$12,041.62

Arvind Balaji

From: Arvind Balaji
Sent: Monday, January 13, 2020 10:36 AM
To: Kevin Griendling
Cc: Jaime Pace; Terry Root; Mitch Michaelis
Subject: McKinna ES - Milk Cooler
Attachments: STF58HC-1-S_STF58HC-1-W.pdf

Importance: High

Kevin,

I've highlighted it in blue. Please provide us a PR for this change.

Thanks,

Arvind Balaji

Project Engineer | McKinna Elementary School | BERNARDS

From: Jaime Pace <jpace@bernards.com>
Sent: Wednesday, November 20, 2019 8:38 AM
To: Arvind Balaji <ABalaji@bernards.com>
Subject: FW: [EXTERNAL]FW: McKinna ES - Milk Cooler FW: MilkCooler_ST34HC-W.pdf

Arvind, is this the same as you found yesterday?

Jaime Pace
Project Manager



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Please consider the environment before printing this e-mail.

From: Jennifer Maclsaac <jmaclsaac@cfwinc.com>
Sent: Tuesday, November 19, 2019 1:10 PM
To: Kevin Griendling <k.griendling@perkinseastman.com>
Cc: Jaime Pace <jpace@bernards.com>; Mario Mera <MMera@cfwinc.com>
Subject: FW: [EXTERNAL]FW: McKinna ES - Milk Cooler FW: MilkCooler_ST34HC-W.pdf

External Mail Source

From: Lugotoff, Suzanne <slugotoff@oxnardsd.org>
Sent: Tuesday, November 19, 2019 12:25 PM
To: Jennifer Maclsaac <jmaclsaac@cfwinc.com>

Cc: Mario Mera <MMera@cfwinc.com>

Subject: RE: [EXTERNAL]FW: McKinna ES - Milk Cooler FW: MilkCooler_ST34HC-W.pdf

The unit that is specified below is way too small. Please see attached. **We need 58" – (Not White)**

Sincerely,

Suzanne Lugotoff R.D., SFNS
Director, Child Nutrition Services
Oxnard School District
(805) 385-1501 ext. 2435

From: Jennifer Maclsaac <jmaclsaac@cfwinc.com>

Sent: Tuesday, November 19, 2019 12:04 PM

To: Lugotoff, Suzanne <slugotoff@oxnardsd.org>

Cc: Mario Mera <MMera@cfwinc.com>

Subject: [EXTERNAL]FW: McKinna ES - Milk Cooler FW: MilkCooler_ST34HC-W.pdf

Suzanne,

Please confirm that the 2-sided milk cooler attached is acceptable.

Thank you,

Jennifer

From: Kevin Griendling <k.griendling@perkinseastman.com>

Sent: Tuesday, November 19, 2019 10:39 AM

To: ABalaji@bernards.com

Cc: Jaime Pace <jpace@bernards.com>; Mitch Michaelis <MMichaelis@bernards.com>; Terry Root <TRoot@bernards.com>; Jennifer Maclsaac <jmaclsaac@cfwinc.com>; Mario Mera <MMera@cfwinc.com>; Diego Matzkin <d.matzkin@perkinseastman.com>

Subject: FW: McKinna ES - Milk Cooler FW: MilkCooler_ST34HC-W.pdf

Arvind,

The noted model is acceptable per the kitchen designer. Jennifer, please confirm this model is acceptable to the district.

Thanks,

Kevin

From: Melissa Warren <melissa@ornessdesigngroup.com>

Sent: Tuesday, November 19, 2019 10:38 AM

To: Kevin Griendling <k.griendling@perkinseastman.com>

Cc: Ken Relethford <krelethford@ornessdesigngroup.com>

Subject: RE: McKinna ES - Milk Cooler FW: MilkCooler_ST34HC-W.pdf

Yes it is acceptable. It still fit the same footprint and same electrical.

Take Care,

Melissa Warren



FoodService Design and Equipment Company
Ph. (858) 457-5955 x228

From: Kevin Griendling <k.griendling@perkinseastman.com>
Sent: Tuesday, November 19, 2019 10:32 AM
To: Melissa Warren <melissa@ornessdesigngroup.com>
Subject: McKinna ES - Milk Cooler FW: MilkCooler_ST34HC-W.pdf

Melissa,

The owner has requested to swap out the milk cooler for a dual-sided model. Is this one acceptable?

Best,

Kevin

From: Arvind Balaji <ABalaji@bernards.com>
Sent: Tuesday, November 19, 2019 10:19 AM
To: Kevin Griendling <k.griendling@perkinseastman.com>
Subject: MilkCooler_ST34HC-W.pdf

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COST PROPOSAL



KAMRAN AND COMPANY, INC.
 411 East Montecito St.
 Santa Barbara, CA 93101
 P: 805-963-3016
 F: 805-962-5915
Rebecca Turner

Date: 1/21/2020
 PCO#: 3
 GC: Bernards
 Attn: Jaime Pace
 Phone: 310-909-9763
 Fax:
 KC Job# 18MCKI

Project:	McKinna
Scope of Work:	Pony Wall End Caps
Clarification:	Per the GC request
Exclusion:	MEP final and interconnections, site logistic changes, project acceleration impacts, labor inefficiency impacts, warehousing/storage, material escalation, and double handling Millwork and Stone tops

Approved? Yes / No Signed: _____ Print Name: _____

A	Labor per applicable local labor union agreement, including fringe benefits, taxes and insurances at cost.			
	Journeyman OT Installation	/hours X	\$ 116.06 /hour =	\$ -
	Journeyman Installation	2 /hours X	\$ 89.81 /hour =	\$ 179.62
	OT Foreman hours	/hours X	\$ 129.03 /hour =	\$ -
	Foreman hours	/hours X	\$ 98.82 /hour =	\$ -
	General OT Foreman hours	/hours X	\$ 133.34 /hour =	\$ -
	General Foreman hours	/hours X	\$ 101.86 /hour =	\$ -
	Travel and Subsistence	/hours X	\$ - /hour =	\$ -
	Fire Watch	/hours X	\$ - /hour =	\$ -
	BIM for hood support / hanging system	/hours X	\$ - /hour =	\$ -
	BIM for overhead refrigeration	/hours X	\$ - /hour =	\$ -
	Small Tools			
	Covers wear and tear for tools that cost less than \$1000	1.50% /Labor Costs	\$ 179.62 /Total Labor =	\$ 2.69
	2% Safety costs			
	Safety Officer	2% Labor costs	\$ 179.62 /Total Labor =	\$ 3.59

B	Coordination cost		\$30.56
C	Materials (see attached list)		\$450.00
C1	Consumables (3% of Material Costs)		\$ -
C2	Material Handling (2% of Material Cost)		\$ -
D	Equipment (see attached list)		\$0.00
	Subtotal of Materials before Sales Tax	\$ 450.00	
E	Sales Tax on Items C & D	sales tax: 8.750%	\$39.38
F	Permits and Inspection Fees, if required		\$ -
G	Jobsite Cleanup (1.5% of Direct Costs)		\$ -
H	Freight (see attached list)		\$ 50.00
I	Warranty 1% Direct Costs		\$ -
	Subtotal of Direct Costs	\$ 755.84	
	Kamran and Co. SUBTOTAL:		\$ 755.84

J	Overhead and Profit on Items A through G (less freight and tax) (included bond cost)	Mark-Up 15%	\$ 113.38
K	Sub-Contractor work		\$ -
L	Mark-up Sub-Subcontractor cost	Mark-Up 5%	\$ -
M	Unit Price Work, if applicable		\$ -
N	Bond, if applicable	1.5%	\$ -

TOTAL CHANGE ORDER REQUEST PROPOSAL AMOUNT \$ 869.22

TIME IMPACT: **TBD**

ADDITIONAL DAYS REQUIRED DUE TO THIS PROPOSED CHANGE ORDER
 PRICES ARE GOOD FOR 30 DAYS
 TRANSPORTATION LEAD TIME: 2-3 DAYS

Please see attached sheet for details

MATERIALS, EQUIPMENT AND FREIGHT LIST



KAMRAN AND COMPANY, INC.
 411 East Montecito St.
 Santa Barbara, CA 93101
 P: 805-963-3016
 F: 805-962-5915
 Rebecca Turner

Date: 1/21/2020
 PCO#: 3
 GC: Bernards
 Attn: Jaime Pace
 Phone: 310-909-9763
 Fax: 0
 KC Job# 18MCKI

Project: McKinna

Scope of Work: Pony Wall End Caps - Per the GC request

FS-1 floor plan specifically points out where there are corner guards on the walls that have exposed corners which were provided. However, the ends of this wall are not exposed corners because of the tables on either side of the wall, and there are no corners pointed out on them. Having stainless steel end caps provides a complete look, aesthetically, to the pony wall.

0
 0
 0

Exclusions: MEP final and interconnections, site logistic changes, project acceleration impacts, labor inefficiency impacts, warehousing/storage, material escalation, and double handling
 Millwork and Stone tops
 0

<u>Material List</u>						Labor	Freight ea.	Total	Unit Price	Extended Price
Qty	Unit	Item #	MFR	Model	Description	Hours		Freight		
								\$0.00	\$0.00	\$0.00
2	ea		Custom	Custom	S/S end caps	2		\$25.00	\$50.00	\$225.00
								\$0.00	\$0.00	\$0.00
								\$0.00	\$0.00	\$0.00
						0				
									<u>Freight</u>	<u>Total Material</u>
									<u>\$50.00</u>	<u>\$450.00</u>

<u>Equipment List</u>						Equipment	Extended Price
Qty	Unit	Item #	Description				
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						<u>Total Freight</u>	<u>Total Equipment</u>
						\$ 50.00	\$0.00



Kamran and Company, Inc.
Food Service and Laundry Equipment Consultant and Contractor
 411 East Montecito Street
 Santa Barbara, CA 93101
 P: (800) 480-9418
 F: (805) 962-5915
 www.kamranco.com

Quote

01/21/2020

Project:
 McKinna ES - Stainless Steel End
 Caps

From:
 Kamran and Company Inc.
 Rebecca Turner
 411 E. Montecito St.
 Santa Barbara, CA 93101
 (805) 963-3016
 (805) 963-3016 110 (Contact)

Job Reference Number: 21693

Note: All Quotes are valid for 30 days unless otherwise agreed to in writing.

Item	Qty	Description	List	List Total
1	2 ea	END CAPS Custom Model No. CUSTOM Pony Wall End Caps, 304 #4 Finish, 48"L x 8"W	\$225.00	\$450.00
			ITEM TOTAL:	\$450.00
			Merchandise	\$450.00
			Freight	\$50.00
			Total	\$500.00

Manufacturer Summary

Mfr	FOB	ZIP	Class	Weight	Good Until	Terms	Notes
Custom							

NOTE: ALL CREDIT CARD TRANSACTIONS WILL BE CHARGED A 2.5% CONVENIENCE FEE

Acceptance: _____ Date: _____
 Printed Name: _____
 Project Grand Total: \$500.00

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

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amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together

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with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

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specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

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SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply

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with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

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- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

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SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of

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this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **TBD** as Project Manager/Superintendent for the Project. So long as **TBD** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

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business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

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SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

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- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous

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materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

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If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the

District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR:

Bernards
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Rick Falt
Title: Executive VP
Date: 6.30.2017

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the
State of California

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00)**, to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR:

THE DISTRICT:

Oxnard School District,
a California school district

By: Rich Foeltz

By: Lisa A. Franz

Title: Executive Vice President

Title: Lisa A. Franz, Director, Purchasing

Date: 6.30.2017

Date: 8-11-17

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 5, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 007 to Construction Services Agreement # 17-41, with Bernards for the McKinna ES Reconstruct Project (Penanhoat/Miller/CFW)

Change Order No. 007 addresses the added off-site scope of work required to be implemented as part of the City of Oxnard approval of the B-Permit. Per plan, the South Alley scope of work included trenching for the installation of a waterline and patching of the trench only. However, per the City permit, the repair of the existing alley required repair of existing alley to extend it to match the length of the waterline trench and full width of the alley. This B-Permit also included additional scope to saw cut and remove 234' x 5' of sidewalk and alley approach from east side of N St. Also, the B-Permit included the saw cutting and removal of 340' x 3' x maximum 7" thick concrete swale. Lastly, also included in this change order is a credit due to the District resulting from unused funds for Allowances #3 and #7. Change Order No. 006 provides for the Board's consideration and ratification of the following PCO's:

- PCO 220 - B-Permit South Alley Asphalt
- PCO 227 - B-Permit SCE Sidewalk Demo
- PCO 228 – B-Permit South Alley Swale Removal
- PCO 169 - Allowance #3, Unused funds
- PCO 172 - Allowance #7, Unused funds

FISCAL IMPACT:

Thirty-Five Thousand One Hundred Twenty-Nine Dollars and No Cents (\$35,129.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #007 for Master Agreement #17-41 with Bernards.

ADDITIONAL MATERIALS:

- Attached:** [Change Order No. 007 \(2 Pages\)](#)
[PCO 220 - B-Permit South Alley Asphalt \(9 Pages\)](#)
[PCO 227 - B-Permit SCE Sidewalk Demo \(10 Pages\)](#)
[PCO 228 - B-Permit South Alley Swale Removal \(6 Pages\)](#)
[PCO 169 - Transfer Allowance #3 to Contingency \(4 Pages\)](#)
[PCO 172 - Transfer Allowance #7 to Contingency \(4 Pages\)](#)
[Construction Services Agreement #17-41, Bernards \(25 Pages\)](#)



CHANGE ORDER

Date: 8/5/2020

CHANGE ORDER NO. 007

PROJECT: MCKINNA ES RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-41

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT Perkins Eastman
 3194 D Airport Loop Drive,
 Costa Mesa, CA 92626

CONTRACTOR:

Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 72538-101
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118371

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM	\$ 28,319,338.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-006)	\$ 295,561.00
ADJUSTED CONTRACT SUM	\$ 28,614,899.00
NET CHANGE -	\$ 35,129.00

Total Change Orders to Date:	\$ 330,690.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 007	\$ 28,650,028.00

Commencement Date:July 16, 2018
Original Completion Date:February 15, 2020
Original Contract Time:580 Calendar Days
Time Extension for all Previous Change Orders:Zero Calendar Days
Time Extension for this Change Order:Zero Calendar Days
Adjusted Completion Date:February 15, 2020

Percentage**(1.17%)**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	PCO 220 - B-Permit South Alley Asphalt				\$46,859.00
2.	PCO 227 - B-Permit SCE Sidewalk_Demo				\$6,243.00
3.	PCO 228 - B-Permit South Alley Swale Removal				\$4,552.00
4.	PCO 169 - Unused Allowance No. 3 Credit	(\$7,525.00)			
5.	PCO 172 - Unused Allowance No. 7 Credit	(\$15,000.00)			
	Totals	(\$22,525.00)			\$57,654.00

Total Change Order No. 007.....\$35,129.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASSIST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

INTERIM ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

INTERIM ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 220 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

B-permit - South Alley asphalt

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Onyx Paving Co Inc	43,230
	Subtotal:	43,230
Contractual Costs		
Fee		2,231
Subcontract Default Insurance		519
CCIP		547
Contractor Bond		332
	Subtotal:	3,629
Total Change Order Request Amount:		46,859

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

- MERITED
- NOT MERITED



ONYX PAVING COMPANY, INC.
2890 E. LA CRESTA AVE. ~ ANAHEIM, CA 92806
714/ 632-6699 ~ FAX: 714/ 632-1883
CA LIC #630360-A * D.I.R. #1000004798 * S.B.E. #1753955

BERNARDS, INC.
 555 FIRST STREET
 SAN FERNANDO, CA 91340

818/ 898-1521
 818/ 898-4909

CHANGE ORDER

ATTN: JAMIE PACE

MCKINNA E.S. - 1611 S. J STREET, OXNARD

*"Proposal is strictly based and relies upon Contractor's status as a Non-Union Contractor.
 This proposal is not valid if this project is Union, A PLA, or PSA, or you are a Union Contractor."*

CONSTRUCT 3" AC OVER 8" CLASS II CLEAN BASE 1761 SF AT PARALLEL PARKING STALLS
 CONSTRUCT 4" AC OVER 8" CLASS II CLEAN BASE 5850 SF AT ALLEY TWO LIFTS
 SUBGRADE TO BE CERTIFIED ROCK READY BY OTHERS
 APPLY WEEDKILL 7611 SF
 PRICE BASE ON (1) MOVE

TOTAL: \$42,780.00

SEAL COAT APPROXIMATELY ~~39,261~~ ¹⁷⁶¹ SF (2 COATS, 1 MOVE) AND RESTRIPE PER EXISTING LAYOUT **\$ 450.00**
TOTAL: \$9,975.00

~~ALTERNATES:~~

~~CURB PAINTING ADD PER L.F.: \$0.90
 COLD POUR CRACK FILL ADD: \$1,200.00~~

TOTAL COST: \$ 43,230.00

- *** PRICE IS BASED UPON (1) MOVE-IN.
- *** PRICE IS BASED ON PLANS AND SPECIFICATIONS DATED 1/13/2020
- *** PRICE IS FIRM FOR ALL WORK PERFORMED UP TO 3/31/2020

Rod Webber

2/7/2020
 ROD WEBBER

rodw@onyxpaving.net

ALL MATERIAL QUOTED IS SUBJECT TO PRICE ESCALATION BASED UPON THE CURRENT PRICE OF ASPHALT/ROCK BASE. ANY APPLICABLE MATERIAL PRICE INCREASE BEYOND THE "VALID THROUGH" DATE WILL BE ADDED TO THE BASE RATE PER TON OF THE MATERIAL TYPE QUOTED.

EXCLUSIONS: Unless Specifically Noted Above - SUBGRADE TO BE MINIMUM, +/-0.10' OR TO REQUIRED PERCENTAGE BY OTHERS. SUBGRADE PREPARATION, SCARIFICATION, FINE GRADING OR COMPACTION. ENGINEERING, STAKING, SURVEYING, TESTING OR INSPECTIONS. WATER, WATER METERS OR FLOOD TESTING. SAWCUTTING, REMOVALS, COLD PLANING, IMPORT/EXPORT OF FILL MATERIALS. COST OF DISPOSAL OF MATERIALS IF PETROMAT IS FOUND UNDER EXISTING PAVEMENT. REMOVE OF EXCESS SOIL BELOW . ADJUSTING OF VALVES, MANHOLES OR UTILITIES AND PATCHING FOR SAME. TRENCH PATCHING OR PATCHING FOR OTHER TRADES. PRIME COAT, FOG SEAL, SEAL COAT, STRIPING, SIGNAGE, BUMPERS, FIRE DEPARTMENT STRIPING, BLACK OUT EXISTING STRIPING AND CRACK FILLERS. NOT RESPONSIBLE FOR DAMAGE TO NEWLY PLACED SEAL COAT CAUSED BY POWER STEERING, TIRE SCUFFING OR IRRIGATION RUN-OFF. CORING OF CONCRETE FOR INSTALLATION OF SIGNPOSTS. OFFSITE WORK, TEMPORARY STRIPING AND CAT TRACKING, TRAFFIC CONTROL. ROCK BASE UNDER-ASPHALT/CONCRETE AND CONCRETE WORK. HEADER BOARD. CLEANING OF PAVEMENT OTHER THAN WITH POWER BLOWERS. PERMITS, BONDS, PREVAILING WAGE RATES AND FEES. PRICE EXCLUDES NIGHTTIME WEEKEND OR HOLIDAY WORKS UNLESS OTHERWISE NOTED. WEEDKILL. TRUNCATED DOMES. PROJECT LABOR AGREEMENTS.

ONYX PAVING CO., INC.
 (Project Manager)

ACCEPTANCE (By Owner, Agent, or General Contractor)
 COMPANY _____

BY _____

DATE _____



HOURLY LABOR COST RATES

Sub/Contractor:	Onyx Paving Company, Inc.	Trade:	Asphalt Paving
Date:	1/27/2020	Classification:	Laborer Group 1
Project:	McKinna ES	Union :	<input type="checkbox"/> Non Union: <input checked="" type="checkbox"/>
Rate Effective Through:	June 30, 2020		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 35.24	\$ 52.86	\$ 70.48
Vacation & Holiday Accrual	\$ 4.87	\$ 4.87	\$ 4.87
Hourly Taxable Wage Costs Subtotal	\$ 40.11	\$ 57.73	\$ 75.35
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security 6.20%	\$ 2.18	\$ 3.28	\$ 4.37
Medicare 1.45%	\$ 0.51	\$ 0.77	\$ 1.02
FUTA 1.20%	\$ 0.42	\$ 0.63	\$ 0.85
SUI 6.20%	\$ 2.18	\$ 3.28	\$ 4.37
State Disability Insurance 1.00%	\$ 0.35	\$ 0.53	\$ 0.70
Workers Compensation Insurance (if Applicable)	\$ -	\$ -	\$ -
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 5.66	\$ 8.48	\$ 11.31
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.47	\$ 7.47	\$ 7.47
Pension & Retirement (or equivalent)	\$ 8.90	\$ 8.90	\$ 8.90
Training (or equivalent)	\$ 0.69	\$ 0.69	\$ 0.69
Hourly Benefits Subtotal	\$ 17.06	\$ 17.06	\$ 17.06
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 62.83	\$ 83.27	\$ 103.72

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor:	Onyx Paving Company, Inc.	Trade:	Asphalt Paving
Date:	1/27/2020	Classification:	Laborer Group 2
Project:	McKinna ES	Union :	<input type="checkbox"/> Non Union: <input checked="" type="checkbox"/>
Rate Effective Through:	June 30, 2020		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 35.79	\$ 53.69	\$ 71.58
Vacation & Holiday Accrual	\$ 4.87	\$ 4.87	\$ 4.87
Hourly Taxable Wage Costs Subtotal	\$ 40.66	\$ 58.56	\$ 76.45
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security 6.20%	\$ 2.22	\$ 3.33	\$ 4.44
Medicare 1.45%	\$ 0.52	\$ 0.78	\$ 1.04
FUTA 1.20%	\$ 0.43	\$ 0.64	\$ 0.86
SUI 6.20%	\$ 2.22	\$ 3.33	\$ 4.44
State Disability Insurance 1.00%	\$ 0.36	\$ 0.54	\$ 0.72
Workers Compensation Insurance (if Applicable)	\$ -	\$ -	\$ -
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 5.74	\$ 8.62	\$ 11.49
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.47	\$ 7.47	\$ 7.47
Pension & Retirement (or equivalent)	\$ 8.90	\$ 8.90	\$ 8.90
Training (or equivalent)	\$ 0.69	\$ 0.69	\$ 0.69
Hourly Benefits Subtotal	\$ 17.06	\$ 17.06	\$ 17.06
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 63.46	\$ 84.23	\$ 105.00

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor:	Onyx Paving Company, Inc.	Trade:	Asphalt Paving
Date:	1/27/2020	Classification:	Laborer Group 4
Project:	McKinna ES	Union :	<input type="checkbox"/> Non Union: <input checked="" type="checkbox"/>
Rate Effective Through:	June 30, 2020		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.89	\$ 56.84	\$ 75.78
Vacation & Holiday Accrual	\$ 4.87	\$ 4.87	\$ 4.87
Hourly Taxable Wage Costs Subtotal	\$ 42.76	\$ 61.71	\$ 80.65
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security 6.20%	\$ 2.35	\$ 3.52	\$ 4.70
Medicare 1.45%	\$ 0.55	\$ 0.82	\$ 1.10
FUTA 1.20%	\$ 0.45	\$ 0.68	\$ 0.91
SUI 6.20%	\$ 2.35	\$ 3.52	\$ 4.70
State Disability Insurance 1.00%	\$ 0.38	\$ 0.57	\$ 0.76
Workers Compensation Insurance (if Applicable)	\$ -	\$ -	\$ -
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 6.08	\$ 9.12	\$ 12.16
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.47	\$ 7.47	\$ 7.47
Pension & Retirement (or equivalent)	\$ 8.90	\$ 8.90	\$ 8.90
Training (or equivalent)	\$ 0.69	\$ 0.69	\$ 0.69
Hourly Benefits Subtotal	\$ 17.06	\$ 17.06	\$ 17.06
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 65.90	\$ 87.89	\$ 109.87

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor:	Onyx Paving Company, Inc.	Trade:	Asphalt Paving
Date:	1/27/2020	Classification:	Operating Engineer group 6
Project:	McKinna ES	Union :	<input type="checkbox"/> Non Union: <input checked="" type="checkbox"/>
Rate Effective Through:	June 30, 2020		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.83	\$ 76.25	\$ 101.66
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
Hourly Taxable Wage Costs Subtotal	\$ 54.38	\$ 79.80	\$ 105.21
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security 6.20%	\$ 3.15	\$ 4.73	\$ 6.30
Medicare 1.45%	\$ 0.74	\$ 1.11	\$ 1.47
FUTA 1.20%	\$ 0.61	\$ 0.91	\$ 1.22
SUI 6.20%	\$ 3.15	\$ 4.73	\$ 6.30
State Disability Insurance 1.00%	\$ 0.51	\$ 0.76	\$ 1.02
Workers Compensation Insurance (if Applicable)	\$ -	\$ -	\$ -
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.16	\$ 12.24	\$ 16.32
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.60	\$ 11.60	\$ 11.60
Pension & Retirement (or equivalent)	\$ 11.15	\$ 11.15	\$ 11.15
Training (or equivalent)	\$ 1.05	\$ 1.05	\$ 1.05
Hourly Benefits Subtotal	\$ 23.80	\$ 23.80	\$ 23.80
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.34	\$ 115.83	\$ 145.33

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

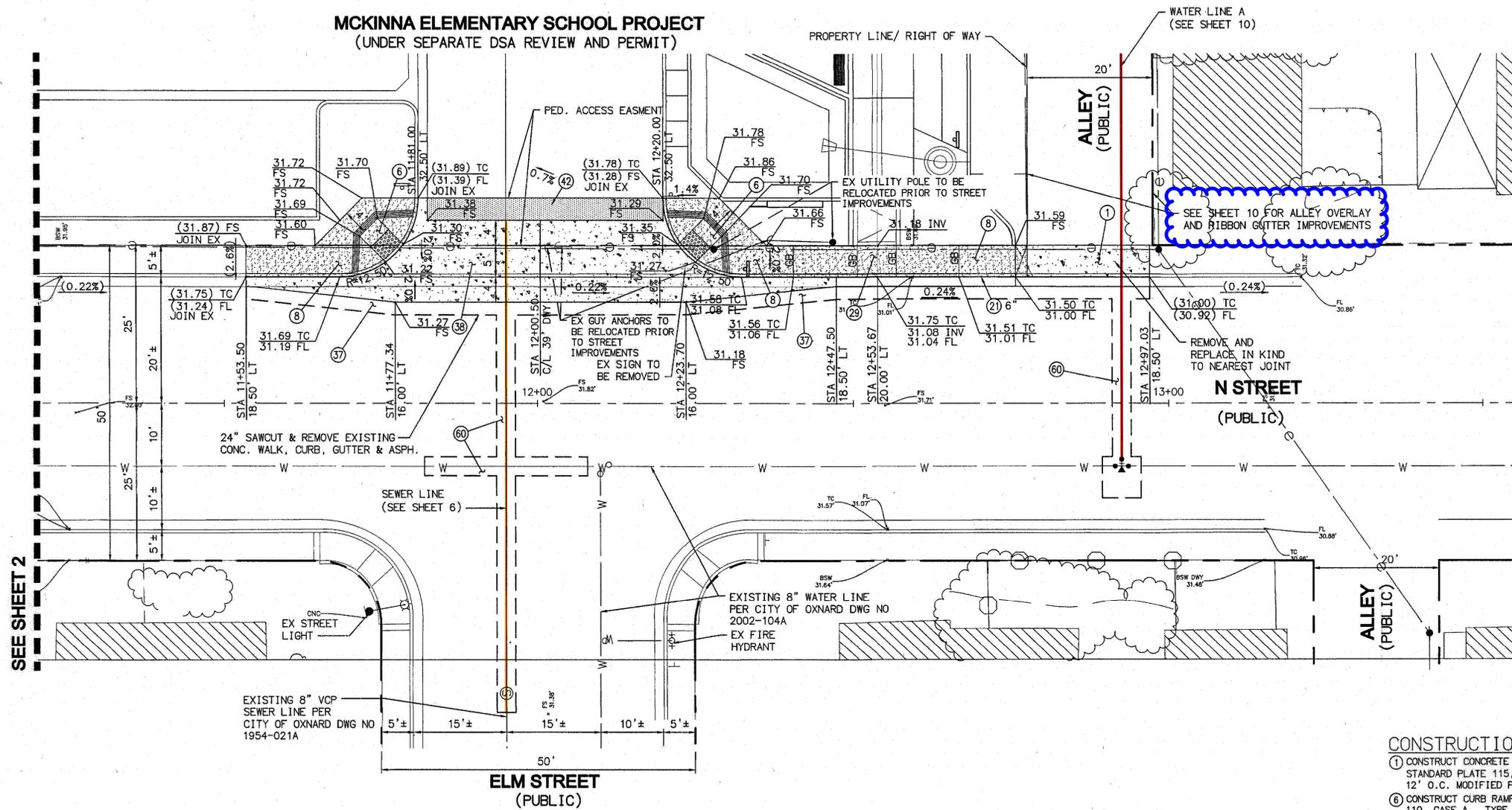
Sub/Contractor:	Onyx Paving Company, Inc.	Trade:	Asphalt Paving
Date:	1/27/2020	Classification:	Operating Engineer group 8
Project:	McKinna ES	Union :	<input type="checkbox"/> Non Union: <input checked="" type="checkbox"/>
Rate Effective Through:	June 30, 2020		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.94	\$ 76.41	\$ 101.88
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
Hourly Taxable Wage Costs Subtotal	\$ 54.49	\$ 79.96	\$ 105.43
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security 6.20%	\$ 3.16	\$ 4.74	\$ 6.32
Medicare 1.45%	\$ 0.74	\$ 1.11	\$ 1.48
FUTA 1.20%	\$ 0.61	\$ 0.92	\$ 1.22
SUI 6.20%	\$ 3.16	\$ 4.74	\$ 6.32
State Disability Insurance 1.00%	\$ 0.51	\$ 0.76	\$ 1.02
Workers Compensation Insurance (if Applicable)	\$ -	\$ -	\$ -
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.18	\$ 12.26	\$ 16.35
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.60	\$ 11.60	\$ 11.60
Pension & Retirement (or equivalent)	\$ 11.15	\$ 11.15	\$ 11.15
Training (or equivalent)	\$ 1.05	\$ 1.05	\$ 1.05
Hourly Benefits Subtotal	\$ 23.80	\$ 23.80	\$ 23.80
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.47	\$ 116.02	\$ 145.58

Factors NOT allowed in the above hourly labor cost rates:

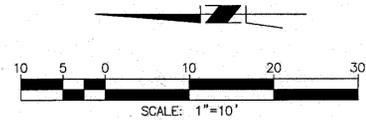
- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |

MCKINNA ELEMENTARY SCHOOL PROJECT
(UNDER SEPARATE DSA REVIEW AND PERMIT)



CONSTRUCTION NOTES

- ① CONSTRUCT CONCRETE DRIVEWAY APPROACH PER CITY OF OXNARD STANDARD PLATE 115. W=(SEE PLAN), X=2', Z=8" WITH REBAR 12" O.C. MODIFIED PER PLAN
- ② CONSTRUCT CURB RAMP PER CITY OF OXNARD STANDARD PLATE 110, CASE A, TYPE 3. TRUNCATED DOMES SHALL BE CAST-IN-PLACE TACTILE SYSTEMS, ARMOUR TILE MODEL ADA-C-1212, FEDERAL YELLOW (FS 33538 OF FEDERAL STANDARD 595C) OR EQUAL
- ③ CONSTRUCT 4" PCC (520-C-2500) WALK PER CITY OF OXNARD STD PLATE 112 AND 113, ON 90% COMPACTED SUBGRADE.
- ④ CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
- ⑤ CONSTRUCT PARKWAY DRAIN PER CITY OF OXNARD STD PLATE 124, TYPE 1, S=72"
- ⑥ REMOVE EXISTING AC AND RECOMPACT EXISTING BASE TO 90% RELATIVE COMPACTION. REPLACE AC PAVEMENT SECTION TO MATCH EXISTING PLUS 1-INCH TACK COAT 0.10 GAL/SY SS-IH ALL VERTICAL SURFACES.
- ⑦ CONSTRUCT CROSS GUTTER AND SPANDREL PER CITY OF OXNARD STD PLATE 114, MODIFIED PER PLAN.
- ⑧ CONSTRUCT AC PAVEMENT, 4" AC OVER 6" AB (TI=6, R=35). FINAL SECTION TO BE DETERMINED BY SOILS ENGINEER BASED ON R-VALUE ANALYSIS AND APPROVED BY CITY ENGINEER.
- ⑨ TRENCH BACKFILL PER CITY OF OXNARD STD PLATE 602



NP 18-02
HTE 17-5135

PREPARED BY

DELANE ENGINEERING

2812 SANTA MONICA BLVD, SUITE 206
SANTA MONICA, CA 90404
PHONE: 310.346.5711 WWW.DELANEENGINEERING.COM

Scott Delane 7/23/19
SCOTT DELANE UHLES RCE NO 72391 EXP 6/30/20



REVISIONS		
MARK	DATE	DESCRIPTION

OXNARD DEVELOPMENT SERVICES DEPARTMENT

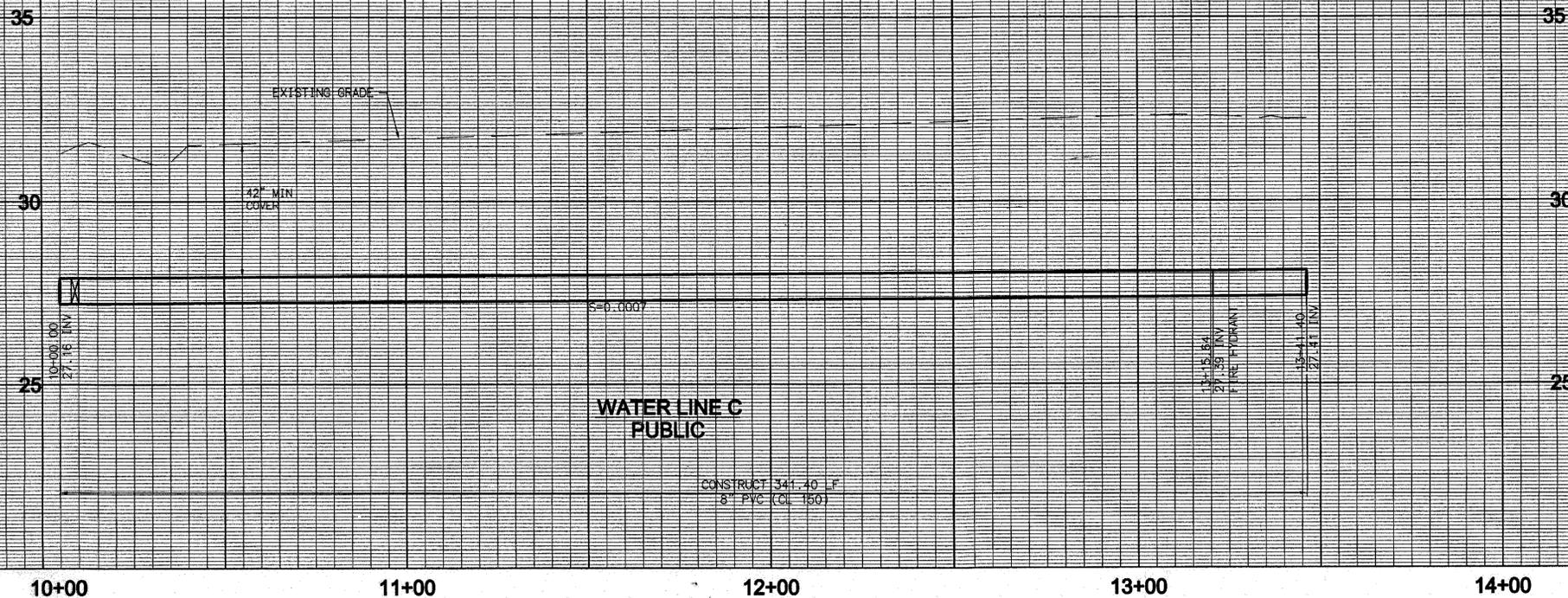
McKINNA ELEMENTARY SCHOOL
N STREET IMPROVEMENTS

ACCEPTED BY: *Paul J. Wood* 7.31.19
CITY ENGINEER R.C.E. 46333 (EXP. 12-31-20) DATE

REVIEWED BY: *Chun Yuan* 7.31.19
DATE

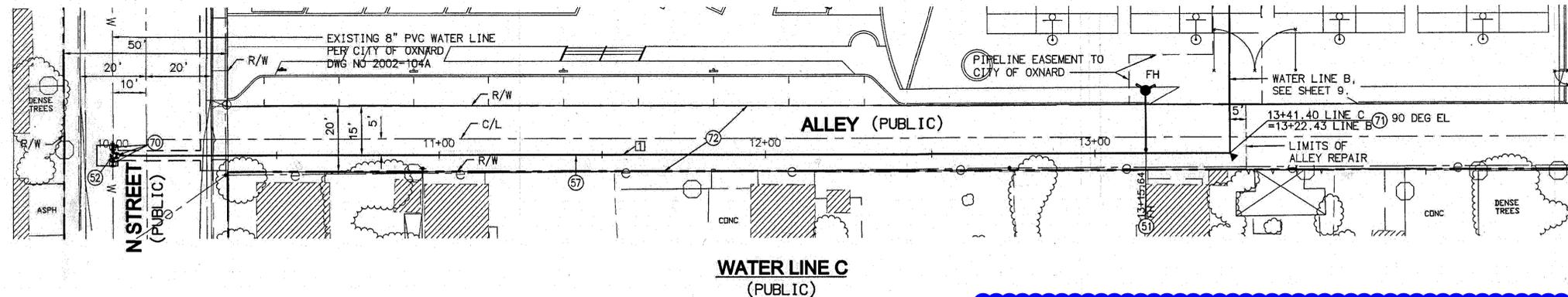
SCALE: HORIZ: 3 OF 10
VERT: 18-06A

CHECKED BY: DATE



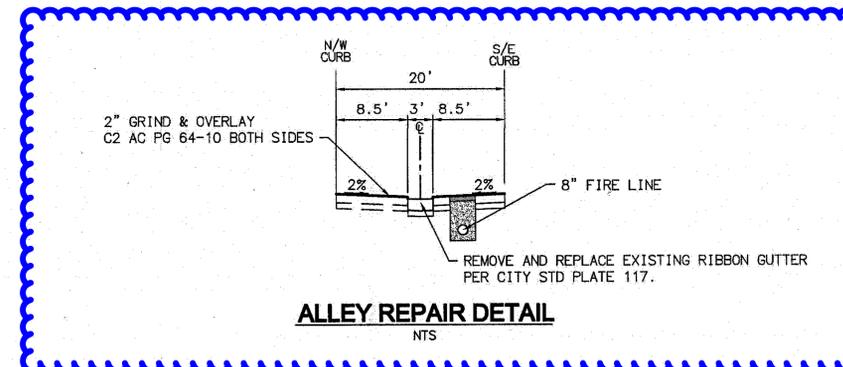
PROFILE
 HORIZ: 1"=20'
 VERT: 1"=2'

10+00 11+00 12+00 13+00 14+00



CONSTRUCTION NOTES

- 56) INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF OXNARD STANDARD PLATE 300 AND 301, TYPE I II PER CITY STD PLATE 23.
- 57) INSTALL CUT-IN TEE 8"x8"x8" ON EXISTING 8" PVC WATER MAIN. COORDINATE WATER MAIN SHUTDOWN WITH CITY OF OXNARD.
- 58) CONSTRUCT 8" PVC (C900) DR18 FIRE PREVENTION WATER LINE, SET TOP OF PIPE 42" MINIMUM BELOW FINISH SURFACE.
- 59) INSTALL 8" GATE VALVE AND VALVE BOX PER CITY OF OXNARD STD PLATE 303.
- 60) INSTALL FITTINGS (BENDS, TEES, CROSSES) AS SHOWN, WITH THRUST BLOCKING PER CITY OF OXNARD STD PLATE 320.
- 61) REPAIR EXISTING ALLEY: EXTENTS TO MATCH LENGTH OF WATER LINE TRENCH AND FULL WIDTH OF ALLEY. REPLACE EXISTING RIBBON GUTTER; MATCH EXISTING LINE AND GRADE. 2" GRIND AND OVERLAY.
- 62) INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF OXNARD STANDARD PLATE 300, 301, AND PER CITY STANDARD PLATE 23, TYPE II R2 4"x4"x2.5" JONES TRITON J-4060.



NP 18-02
 HTE 17-5135

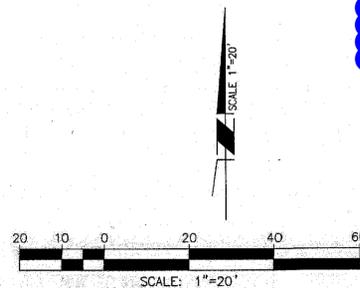


Know what's below.
 Call before you dig.
 UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DIAL TOLL FREE
 8 1 1
 AT LEAST TWO DAYS
 BEFORE YOU DIG

Line #	Length	Direction
(1)	341.40'	N89°55'08"E

CAUTION:
 THE CONTRACTOR SHALL POTHOLE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO STARTING ANY WET UTILITY CONSTRUCTION. PRIOR TO POTHOLING THE CONTRACTOR SHALL PROVIDE THE ENGINEER TWO WORKING DAYS NOTICE TO SURVEY AND VERIFY THE HORIZONTAL/VERTICAL LOCATION OF ALL EXISTING UTILITY CROSSINGS. CHANGES TO THE PROPOSED WET UTILITY ALIGNMENT COULD BE REQUIRED BASED ON THE ACTUAL UTILITY LOCATIONS.



PREPARED BY
DELANE ENGINEERING
 2812 SANTA MONICA BLVD, SUITE 208
 SANTA MONICA, CA 90404
 PHONE: 310.546.5711 WWW.DELANEENGINEERING.COM

SCOTT DELANE-UHLES RCE NO 72391 EXP 6/30/20



MARK	DATE	DESCRIPTION	BY

REVIEWED BY: *Alan Meyer* 7/31/19
 DATE: 7/31/19

OXNARD DEVELOPMENT SERVICES DEPARTMENT
 MCKINNA ELEMENTARY SCHOOL
WATER LINE C

ACCEPTED BY: *Paul J. Winkler* 7/31/19
 CITY ENGINEER C.C.E. #6333 (EXP. 12-31-20) DATE: 7/31/19

SCALE: HORIZ: 1"=20' VERT: 1"=2'
 SHEET NO. 10 OF 10
 DRAWING NUMBER 18-06A
 CHECKED BY:



CHANGE ORDER REQUEST

COR No. 227 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

B-permit/SCE - Sidewalk Demo

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Standard Demolition, Inc	5,760
	Subtotal:	5,760
Contractual Costs		
Fee		297
Subcontract Default Insurance		69
CCIP		73
Contractor Bond		44
	Subtotal:	483
Total Change Order Request Amount:		6,243

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

MERITED
 NOT MERITED



Demolition Contractors:
1905 Lirio Ave
Saticoy, CA 93004
www.standard1.com

To: Jaime Pace
Bernards
555 First St.
San Fernando, CA 91340

Phone: 818-898-1521 office
310-909-9763 cell
818-361-9208 fax
E-mail: jp pace@bernards.com

Subject: B Permit sidewalk removal

Date: 9/13/2019

Saw and remove 234' x 5' sidewalk and alley approach from east side of N St. Includes saw cut along back of curb so that curb and gutter remain.

Separate mobilization
Prevailing wages

Price.....\$5,760

Does not include

Grading
Moving or reinstalling temporary fence
Delineators, signage, pedestrian or traffic control

Nort Colborn
Email nort@standard1.com
Cell 805-207-6140



HOURLY LABOR COST RATES

Sub/Contractor: Standard Industries, Inc. **Trade:** Operating Engineer
Date: _____ **Classification:** Group 8
Project: McKinna Elementary School Reconstruction
Rate Effective Through: June 30, 2019 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 48.19	\$ 72.29	\$ 96.38
Vacation & Holiday Accrual	\$ 3.55	\$ 4.84	\$ 4.84
Hourly Taxable Wage Costs Subtotal	\$ 51.74	\$ 77.13	\$ 101.22
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.99	\$ 4.48	\$ 5.98
Medicare	\$ 0.70	\$ 1.05	\$ 1.40
FUI	\$ 0.06	\$ 0.09	\$ 0.12
SUI	\$ 0.42	\$ 0.64	\$ 0.85
Workers Compensation Insurance	\$ 10.19	\$ 10.19	\$ 10.19
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 14.36	\$ 16.44	\$ 18.52
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.45	\$ 11.45	\$ 11.45
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training & other (or equivalent)	\$ 1.39	\$ 1.39	\$ 1.39
Hourly Benefits Subtotal	\$ 22.49	\$ 22.49	\$ 22.49
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 88.59	\$ 116.06	\$ 142.23

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor: Standard Industries, Inc. **Trade:** Labor
Date: _____ **Classification:** Group 1
Project: McKinna Elementary School Reconstruction
Rate Effective Through: June 30, 2019 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 34.24	\$ 51.36	\$ 68.48
Vacation & Holiday Accrual	\$ 4.84	\$ 4.84	\$ 4.84
Hourly Taxable Wage Costs Subtotal	\$ 39.08	\$ 56.20	\$ 73.32
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.12	\$ 3.18	\$ 4.25
Medicare	\$ 0.50	\$ 0.74	\$ 0.99
FUI	\$ 0.04	\$ 0.06	\$ 0.08
SUI	\$ 0.30	\$ 0.45	\$ 0.60
Workers Compensation Insurance	\$ 7.24	\$ 7.24	\$ 7.24
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 10.20	\$ 11.68	\$ 13.16
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.32	\$ 7.32	\$ 7.32
Pension & Retirement (or equivalent)	\$ 7.78	\$ 7.78	\$ 7.78
Training & other (or equivalent)	\$ 1.55	\$ 1.55	\$ 1.55
Hourly Benefits Subtotal	\$ 16.65	\$ 16.65	\$ 16.65
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 65.93	\$ 84.53	\$ 103.13

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |

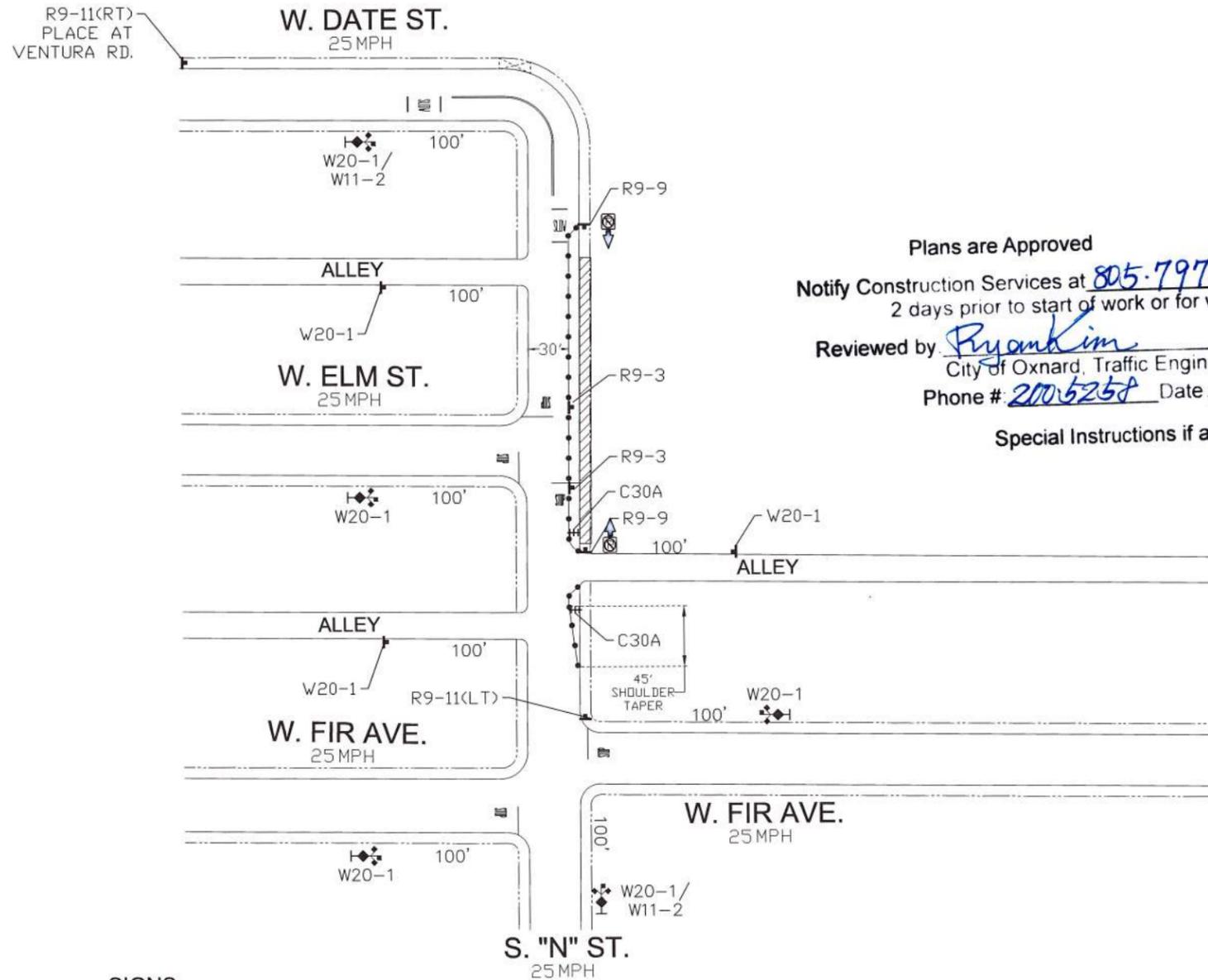
WORK HOURS: 9AM-3:30PM

LEGEND

- TRAFFIC CONE 28" (REFLECTIVE)
- ⊥ TYPE II BARRICADE WITH SIGN
- ⊥ TYPE III BARRICADE WITH SIGN
- ⊥ SIGN WITH HIGH LEVEL WARNING DEVICE (FLAGTREE)
- ⊥ POST TEMPORARY NO PARKING SIGNS
- ⊥ FLAGGER
- ▨ WORK ZONE (ACTIVITY AREA) LIMITS
- ← PAVEMENT MARKING
- 4521 ADDRESS

CITY OF OXNARD-TRAFFIC CONTROL GENERAL NOTES

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL THE TRAFFIC CONTROL DEVICES AS SHOWN HEREON, AS WELL AS ANY ADDITIONAL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED TO ENSURE THE SAFE MOVEMENT OF TRAFFIC AND PEDESTRIANS THROUGH OR AROUND THE WORK ZONE, AND PROVIDE MAXIMUM PROTECTION AND SAFETY TO CONSTRUCTION WORKERS.
2. ALL TRAFFIC CONTROL DEVICES AND THEIR PLACEMENT SHALL CONFORM TO THE REQUIREMENTS OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA-MUTCD), 2014 EDITION -REVISION 4.
3. FIELD CHANGES, OTHER THAN MINOR ADJUSTMENTS APPROVED BY THE CITY'S INSPECTOR OR AUTHORIZED AGENT, MUST BE AUTHORIZED IN WRITING BY THE CITY OF OXNARD TRANSPORTATION SERVICES MANAGER OR CITY TRAFFIC ENGINEER.
4. PLAN IMPLEMENTATION AND DEVICE PLACEMENT SHALL BE PERFORMED BY TRAINED PERSONNEL.
5. ALL FLAGGERS SHALL BE CERTIFIED AS REQUIRED BY CAL OSHA.
6. TRAFFIC CONTROL DEVICES MUST BE MONITORED AND MAINTAINED BY THE CONTRACTOR AT ALL TIMES.
7. TEMPORARY NO PARKING SIGNS MUST BE PLACED 72 HRS IN ADVANCE OF SCHEDULE CLOSURE.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVEWAYS, RESIDENCES AND BUSINESS AT ALL TIMES UNLESS OTHERWISE NOTED. CONTRACTOR SHALL NOTIFY ALL AFFECTED RESIDENCES AND BUSINESSES 72 HRS IN ADVANCE PRIOR TO CLOSURE OF A DRIVEWAY OR ACCESS.
9. CONTRACTOR SHALL NOTIFY CONSTRUCTION SERVICES AT 805-797-0818 TWO (2) DAYS PRIOR TO THE START OF WORK.
10. ALL TRAFFIC CONTROL DEVICES SHALL BE REMOVED AT THE END OF THE WORKING DAY. WORKING HOURS AUTHORIZED BY THE CITY OF OXNARD SHALL NOT BE VIOLATED. VIOLATIONS MAY RESULT IN A STOP WORK ISSUED BY THE CITY INSPECTOR.
11. TRAFFIC CONTROL DEVICES TO REMAIN IN PLACE OVERNIGHT SHALL BE LIGHTED.
12. TRAFFIC CONTROL DEVICES SHALL NOT BE PLACED ON PRIVATE PROPERTY.



SIGNS:



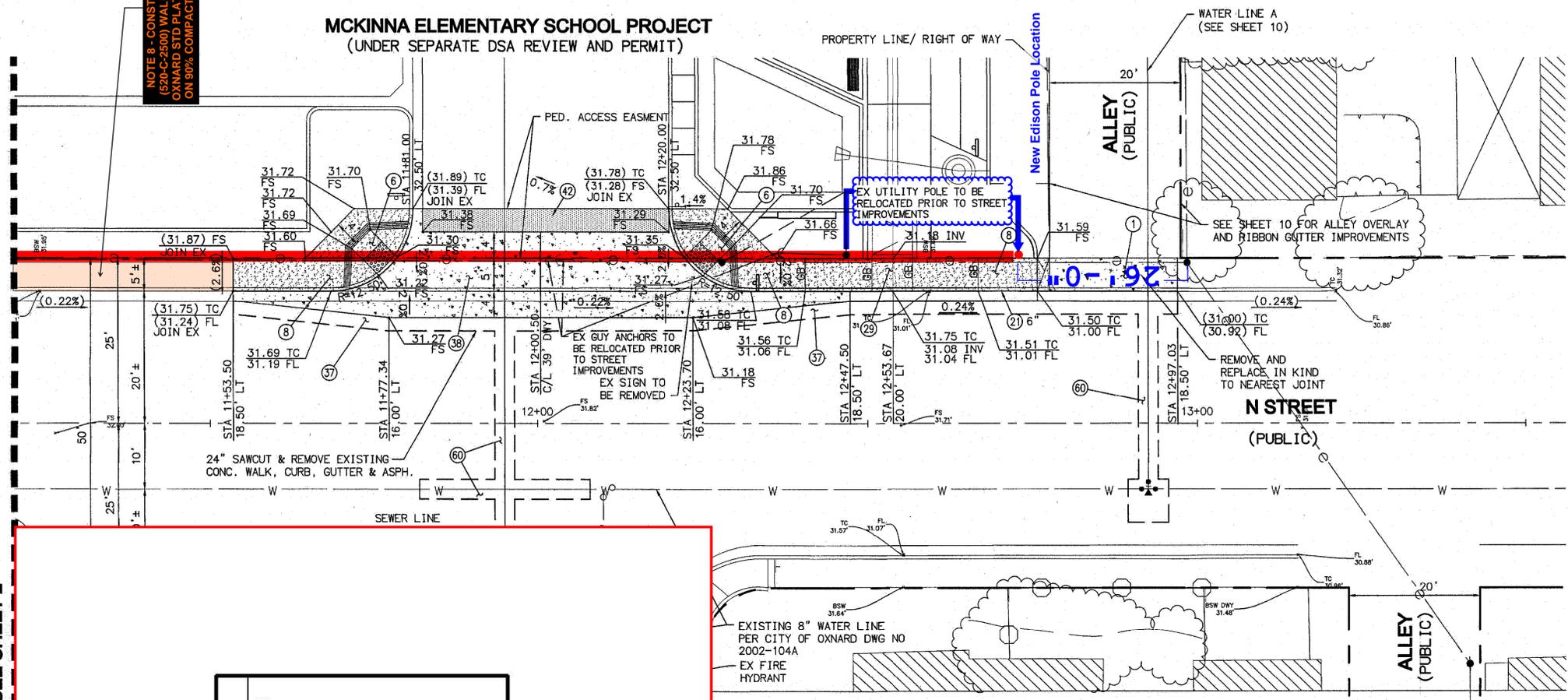
Plans are Approved
 Notify Construction Services at 805-797-3069
 2 days prior to start of work or for weekend work.
 Reviewed by Ryan Kim
 City of Oxnard, Traffic Engineering Division
 Phone #: 200-5258 Date: 10-22-19
 Special Instructions if any:

2019_0406_1/1

PREPARED BY: TOTAL BARRICADE SERVICE, INC. 701 E. VENTURA BLVD. OXNARD, CA 93036 PH: (805)485-0345 FAX: (805)485-7411 E-MAIL: tbsgroup@totalbarricade.com	PLAN COMPLETED: 10/8/19 REV: 10/17/19	CITY OF <u>OXNARD</u> APPROVAL	PLAN PREPARED FOR: MITCH MICHAELIS BERNARDS PH: (818)898-1521 EMAIL: MMICHAELIS@BERNARDS.COM
PLAN-11"x17" PLAN NOT TO SCALE LIC# 826823		SCOPE OF WORK: DUCT BANK INSTALLATION	SHEET 1 OF 1

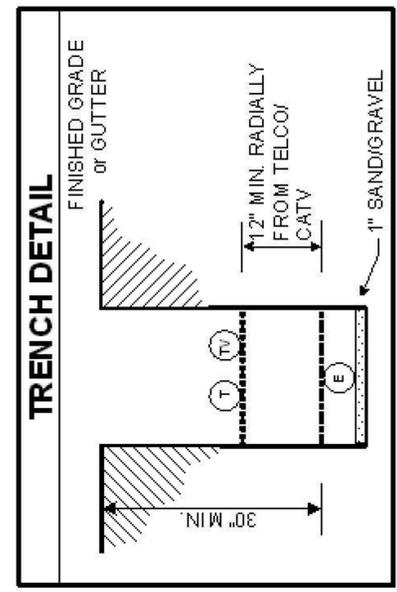
NOTE 8 - CONSTRUCT 4" PCC (520-C-2500) WALK PER CITY OF OXNARD STD PLATE 112 AND 113, ON 90% COMPACTED SUBGRADE

MCKINNA ELEMENTARY SCHOOL PROJECT
(UNDER SEPARATE DSA REVIEW AND PERMIT)



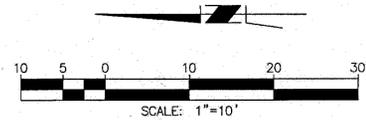
SEE SHEET 2

PRIMARY



CONSTRUCTION NOTES

- ① CONSTRUCT CONCRETE DRIVEWAY APPROACH PER CITY OF OXNARD STANDARD PLATE 115, W=(SEE PLAN), X=2', Z=8" WITH REBAR 12" O.C. MODIFIED PER PLAN
- ② CONSTRUCT CURB RAMP PER CITY OF OXNARD STANDARD PLATE 110, CASE A, TYPE 3. TRUNCATED DOMES SHALL BE CAST-IN-PLACE TACTILE SYSTEMS, ARMOUR TILE MODEL ADA-C-1212, FEDERAL YELLOW (FS 33538 OF FEDERAL STANDARD 595C) OR EQUAL
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- ⑥ REMOVE EXISTING AC AND RECOMPACT EXISTING BASE TO 90% RELATIVE COMPACTION. REPLACE AC PAVEMENT SECTION TO MATCH EXISTING PLUS 1-INCH TACK COAT 0.10 GAL/SY SS-IH ALL VERTICAL SURFACES.
- ⑦ CONSTRUCT CROSS GUTTER AND SPANDREL PER CITY OF OXNARD STD PLATE 114, MODIFIED PER PLAN.
- ⑧ CONSTRUCT AC PAVEMENT, 4" AC OVER 6" AB (TI=6, R=35). FINAL SECTION TO BE DETERMINED BY SOILS ENGINEER BASED ON R-VALUE ANALYSIS AND APPROVED BY CITY ENGINEER.
- ⑨ TRENCH BACKFILL PER CITY OF OXNARD STD PLATE 602



NP 18-02
HTE 17-5135

PREPARED BY

DELANE ENGINEERING
 2812 SANTA MONICA BLVD, SUITE 206
 SANTA MONICA, CA 90404
 PHONE: 310.346.5711 WWW.DELANEENGINEERING.COM
 SCOTT DELANE UHLES RCE NO 72391 EXP 6/30/20



REVISIONS		
MARK	DATE	DESCRIPTION

OXNARD DEVELOPMENT SERVICES DEPARTMENT
McKINNA ELEMENTARY SCHOOL N STREET IMPROVEMENTS
 ACCEPTED BY: *Paul J. Wood* 7.9.19
 CITY ENGINEER R.C.E. 46333 (EXP. 12-31-20) DATE
 REVIEWED BY: *Chun Yuan* 7.31.19
 SCALE: HORIZ: 3 OF 10
 SHEET No. 3 OF 10
 DRAWING NUMBER 18-06A
 CHECKED BY: DATE

Unless otherwise specified on the working drawing which forms a part of the specification, the Contractor/Developer shall furnish the following items at no cost to the Edison Company.

Southern California Edison Company has attempted to correctly show all existing utilities and substructures in the vicinity of the work, but does not guarantee there are no other substructures in the area.

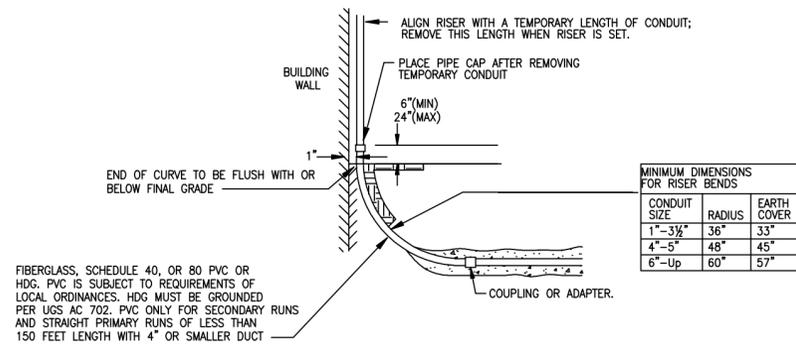
Failure of SCE to show all substructures in their correct location will not be a basis for a claim for extra work, and the contractor shall be responsible for all damages to substructures whether shown or not.

- FOR GENERAL SPECIFICATIONS SEE UGS GI 001.
- CONDUIT:
 - Minimum cover in street or parkway is 30" below gutter grade, unless noted otherwise.
 - Minimum cover on private property is 30" below finished grade, unless noted otherwise.
 - Contractor is to furnish and install approved conduit to Edison specifications per UGS CD 100.1, 110 AND 120.
 - For the type of conduit for this job, See UGS CD 110.1.
 - Install all risers per UGS CD 160, 161, 162 and 170.
 - Cap all mainline conduits per UGS CD 148 and service conduits per UGS CD 150.
 - Install blank conduit plugs in all conduits terminating into Vaults, Manholes, PMH's, SOE's & all cap locations, per UGS CD 180.1 & UGS CD 180.2
 - Install pull rope in all conduit runs. Pull rope to be at least 3/8" polypropylene rope, braided or twisted. For specifications, approved makes, and suppliers, see UGS GI 040.
 - All conduit must be mandrelled with the approved mandrel UGS CD 197.
- CONDUIT RADIUS REQUIREMENTS:
 - The minimum radius for bends are:
 - 36" for conduits 3" in diameter or smaller
 - 48" for conduits 4" and 5" in diameter
 - 60" for 6" diameter conduit
 - The minimum radius for all sweeps of all mainline conduits is 12'-6" (unless noted otherwise).
- EXCAVATION AND BACKFILL:
 - Work area shall be cleared and rough graded to within four inches of final grade prior to installation of Edison conduit or structures.
 - All excavations shall be in accordance with the California State Construction Safety Orders (when applicable), Edison specifications, and all governing local ordinances.
 - Each trench to be a uniform depth below final grade prior to installation of Edison conduit or structures.
 - Backfill shall be provided by the Contractor for all excavations and shall include crushed rock, concrete, and/or imported backfill, when required.
 - Backfill with a MINIMUM of one sack per yard sand cement slurry around and over vaults and manholes per UGS GI 030, section 6.4 and around PMH's within one foot of finished grade, per UGS SS 590.1.
 - Backfill, per Edison specifications, shall immediately follow conduit or substructure installation. At no time shall conduit be left exposed over 24 hours.
 - No rocks are allowed within 12 inches of direct-buried cables or any conduit without concrete encasement. Native backfill capable of passing through a one-half inch mesh screen shall be considered to be "rock free". If existing backfill does not pass through a 1/2" screen, place imported sand 3" below and 12" above Edison cables. After this point, no rocks larger than 12" diameter are permitted.
 - All backfill shall be compacted to meet or exceed local ordinances or other requirements. It shall be placed in a manner that will not damage the conduit or substructure or allow future subsidence of the trench or structures.
- PAVING:
 - Rapaving, where required, shall be placed in such a manner that interference with traffic, including pedestrian traffic, will be kept to a minimum. The Contractor shall establish a program of rapaving acceptable to the Municipality, County, or other authority having jurisdiction and which is acceptable to Edison.
- STRUCTURES:
 - All substructures shall be constructed or installed to Edison specifications.
 - Install protection barriers per UGS MS 830 when required in areas exposed to traffic, per Edison Inspector.
 - All conduit lines and concrete floored substructures shall be water tight.
 - All grounding materials shall be furnished and installed by the Contractor.
- RETAINING WALLS:
 - When required, retaining walls shall be provided by the Developer. Walls are required wherever grade rises more than 18 inches above the structure or 24" above the pad surface at a distance of 5 feet from the structure, or in areas subject to erosion. Design and installation must comply with local building ordinances. Refer to Edison Inspector for typical space requirements.
- PERMITS:
 - All permits necessary for excavation shall be provided by the Contractor/Developer.
- ACCESS:
 - Heavy truck access shall be maintained to equipment locations. Structures must be clear of all appurtenances that would obstruct the loading or unloading of equipment.
- SERVICES:
 - Meters and services shall comply with Edison Electrical Services Requirements.
 - Wiring must be in accordance with applicable local ordinances and approved by local Inspection Authorities.
- LOCATION:
 - The location of excavations and structures for Edison shall be as shown on the working drawing. No deviation from the planned locations will be permitted unless approved by the Edison Inspector. See UGS GI 001, section 2.2.
 - Actual location of obstructions, storm drains, and/or other foreign utilities to be the responsibility of the Contractor. See UGS GI 001, section 2.3.
- Contractor is to verify location and widths of all sidewalks and driveways prior to street light installation. See UGS CD 175.1, UGS CD 175.2 and UGS CD 175.3.
- SURVEY:
 - Surveying of street improvements, property corners, lot lines, finished grade, etc., necessary for the installation of underground facilities must be completed and markers or stakes placed prior to the start of the installation. In addition, Developer shall maintain the markers during the installation and inspection by Edison. Grade and property line stakes must show any offset measurements.
- COORDINATION AND SUPERVISION:
 - The Developer shall provide supervision over and coordination among the various contractors working within the development in order to prevent damage to Edison facilities. He is responsible for the cost of repairs, replacement, relocation, or other corrections to Edison facilities made necessary by his failure to provide supervision or to otherwise comply with these specifications.
- TELEPHONE AND OTHER UTILITY REQUIREMENTS:
 - The drawing prepared for this job may also cover the facilities to be installed for the telephone company and/or other utility. Any questions concerning details of their installation should be referred to the company concerned.
- OWNERSHIP:
 - Developer is to deed to the Edison Company all structures shown hereon except those shown as customer owned.
- WARRANTY:
 - Applicants expressly represent and warrant that all work performed and all material used in meeting Applicants' obligations herein are free from defects in workmanship and are in conformity with Southern California Edison Company's requirements. This warranty shall commence upon receipt by Applicants of Company's final acceptance and shall expire one year from that date. Applicants agree to promptly correct to the Company's satisfaction and that of any governmental agency having jurisdiction and at Applicant's expense any breach of this warranty which may become apparent through inspection or operation of underground electric system by Company during this warranty period.
- INSPECTION:
 - Inspection is required during the construction period. A 48 hour advance notice of intent to start construction is required from the contractor to the Southern California Edison Company. Standards of Edison construction requirements are available upon request.

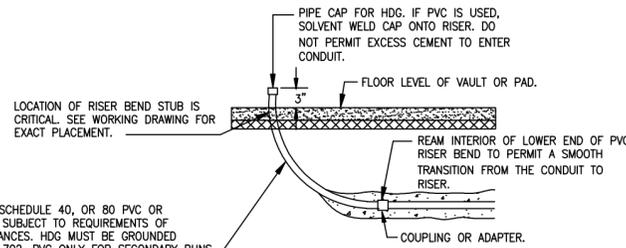
Duct and Structure Inspector: DOUG STIEFF Phone: 805-814-7097
 Cabling Construction Coordinator: GIL LEON Phone: 805-654-7368

D05: Rev. 07/21/16

RISER BEND INSTALLATION AT WALL OR PAD
 SEE UGS CD 170

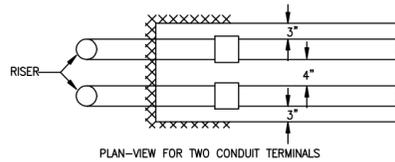


TYPICAL RISER AT BUILDING



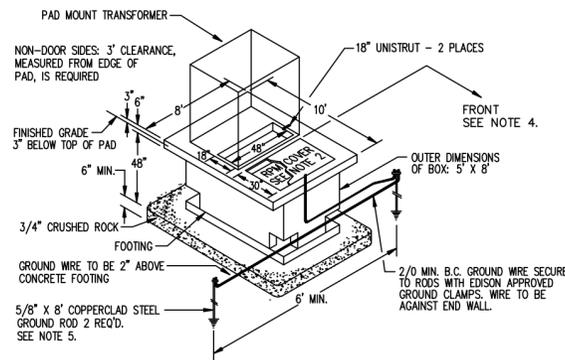
FIBERGLASS, SCHEDULE 40, OR 80 PVC OR HDG. PVC IS SUBJECT TO REQUIREMENTS OF LOCAL ORDINANCES. HDG MUST BE GROUNDED PER UGS AC 702. PVC ONLY FOR SECONDARY RUNS AND STRAIGHT PRIMARY RUNS OF LESS THAN 150 FEET LENGTH WITH 4" OR SMALLER DUCT

TYPICAL RISER AT VAULT OR PAD



D40: REV. 01/10/12

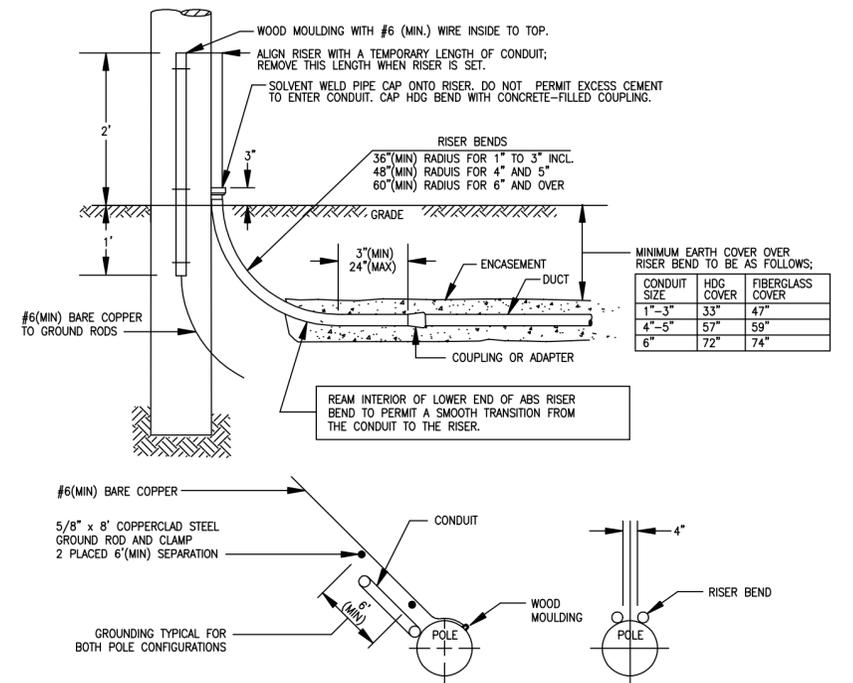
8'x10' SLAB BOX
 FOR 3Ø PAD-MOUNTED TRANSFORMER
 (FOOTING REQUIRED)
 SEE UGS SS 530



- NOTES:
- PAD OVERHANG TO REST ON UNDISTURBED EARTH OR WELL-COMPACTED BACKFILL TO PREVENT FUTURE SUBSIDENCE.
 - THE SLAB 30" x 48" CLEAR OPENING SHALL BE COVERED WITH A 2'-6" x 4' RPM COVER AS SHOWN ON UGS FC 618. 6/8" STAINLESS STEEL BOLTS WITH STAINLESS STEEL CAPTIVE WASHERS WILL BE SUPPLIED FOR COVER BOLT DOWN.
 - SLAB RPM COVER RECESS SHALL BE CONCRETE (NONMETAL FRAMED), AND PROVIDED WITH 6/8" THREADED INSERTS, EACH WITH CLEAN OUT HOLES.
 - AN 8' MINIMUM CLEARANCE IS REQUIRED ON DOOR SIDE OF CABINET FOR OPERATION. REFER TO FIGURE SS 530 (SHEET 3) AND FIGURE SS 530-4 (SHEET 3) FOR WORKING CLEARANCES.
 - GROUND RODS, CLAMPS, AND WIRE WILL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. SEE UGS AC 703 FOR APPROVED GROUNDING MATERIALS. GROUND WIRE TO BE A MINIMUM OF 2/0 BARE COPPER.
 - MASTIC SEALANT IS REQUIRED AT JOINTS.
 - SEE UGS SS 530.2 FOR CONDUIT ENTRANCE GUIDELINES.
 - SEE UGS SS 500 FOR APPROVED MANUFACTURERS.

D46: Rev. 02/18/11

POLE RISER BEND STANDARD LOCATION
 SEE UGS CD 160



1. APPROVED RISER BENDS ARE SHOWN ON FOLLOWING TABLE:

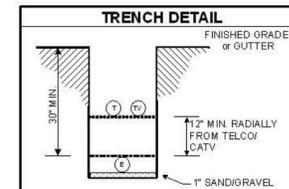
MATERIAL	SIZE					
	1"	1-1/2"	2"	2-1/2"	3"	4"
ABS	-	-	-	X	X	X
FIBERGLASS	-	-	-	-	X	X
HDG	X	X	X	X	X	X

NOTE: 6" HDG OR FIBERGLASS RISER BEND SHALL BE USED WHEN SPECIFIED ON THE WORKING DRAWING. SEE UGS AC 702 FOR GROUNDING HDG RISER BENDS.

- THE TOP AND BOTTOM OF 3", 4", 5" OR 6" FIBERGLASS BENDS ARE FURNISHED WITH PERMANENTLY ATTACHED PVC COUPLINGS. ALSO INCLUDED IS A 6" LONG 3", 4", 5" OR 6" SCHEDULE 80 PVC STUB-OUT, SOLVENT WELDED INTO THE TOP COUPLING. SEE UGS CD 166 FOR FIBERGLASS RISER BEND MATERIAL INFORMATION AND SUPPLIERS.
- TWO GROUND RODS ARE REQUIRED AT ALL PRIMARY RISER POLES. DRIVE RODS IN TRENCH BOTTOM WITH 6" MINIMUM SEPARATION IN UNDISTURBED EARTH. LEAVE THE ROD TOPS 3" ABOVE THE TRENCH BOTTOM AND ATTACH CONTINUOUS GROUND WIRE WITH CLAMPS. EXTEND WIRE TO INDICATED LOCATION ON POLE AND STUB UP 2" ABOVE GRADE IN WOOD MOULDING. ALL GROUNDING MATERIALS FURNISHED BY CONTRACTORS. SEE UGS AC 703 FOR APPROVED GROUNDING MATERIALS.
- ENCASMENT REQUIRED ONLY WHEN CALLED OUT ON WORKING DRAWING.
- PVC RISERS MAY BE SUBSTITUTED FOR FIBERGLASS FOR STRAIGHT RUNS OF 150' OR LESS IN CONDUIT SIZES 4" AND UNDER.

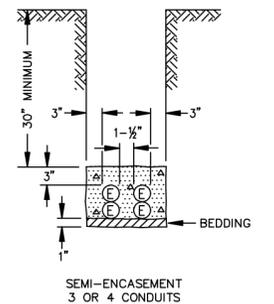
D78: REV. 02/14/11

PRIMARY



SERVICE

TYPICAL CONDUIT BANK SECTION
 SEE UGS CD 120



D73: Rev. 09/23/09

DISTRICT 39 - VENTURA	PROJ. MGR. GORSS, GLENN PHONE 805-603-8061	PLANNER GORSS, GLENN PHONE 805-603-8061	DESIGNER
PROJECT NO. 1518353	SERVICE REQUEST 2429842	MSR NO. 8234622	PRODUCT-1 1517891-LINE EXTENSION
CIRCUIT / VOLTAGE WINDJAMMER 16kV	THOMAS GUIDE	CIRCUIT CODE	PRODUCT-2
SUB / PG NO. CHANNEL ISLANDS SUB			PRODUCT-3
INVENTORY MAP 28-25C-9	J.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION) LINE EXTENSION 1611 S J ST OXNARD, CA 93033	
TYPE	DATE	APPROVED BY	CHECKED BY
SHEET 3 of 4		DESIGN/DRWG NO. 1127333_0.01	
Southern California Edison Company			



CHANGE ORDER REQUEST

COR No. 228 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

B-permit/SCE - South Alley Swale and Removal

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Standard Demolition, Inc	4,200
	Subtotal:	4,200
Contractual Costs		
Fee		217
Subcontract Default Insurance		50
CCIP		53
Contractor Bond		32
	Subtotal:	352
Total Change Order Request Amount:		4,552

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

MERITED

NOT MERITED



Demolition Contractors:

1905 Lirio Ave
Saticoy, CA 93004
www.standard1.com

To: Jaime Pace
Bernards
555 First St.
San Fernando, CA 91340

Phone: 818-898-1521 office
310-909-9763 cell
818-361-9208 fax
E-mail: jp@bernards.com

Subject: South Alley swale removal

Date: 9/13/2019

Sawcut and remove 340' x 3' x maximum 7" thick concrete swale. Asphalt to remain.
Includes disposal

Separate mobilization
Prevailing wages

Price.....\$4,200

Does not include

Grading
Moving or reinstalling temporary fence
Delineators, signage, pedestrian or traffic control

Nort Colborn
Email nort@standard1.com
Cell 805-207-6140



HOURLY LABOR COST RATES

Sub/Contractor: Standard Industries, Inc. **Trade:** Operating Engineer
Date: _____ **Classification:** Group 8
Project: McKinna Elementary School Reconstruction
Rate Effective Through: June 30, 2019 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 48.19	\$ 72.29	\$ 96.38
Vacation & Holiday Accrual	\$ 3.55	\$ 4.84	\$ 4.84
Hourly Taxable Wage Costs Subtotal	\$ 51.74	\$ 77.13	\$ 101.22
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.99	\$ 4.48	\$ 5.98
Medicare	\$ 0.70	\$ 1.05	\$ 1.40
FUI	\$ 0.06	\$ 0.09	\$ 0.12
SUI	\$ 0.42	\$ 0.64	\$ 0.85
Workers Compensation Insurance	\$ 10.19	\$ 10.19	\$ 10.19
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 14.36	\$ 16.44	\$ 18.52
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.45	\$ 11.45	\$ 11.45
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training & other (or equivalent)	\$ 1.39	\$ 1.39	\$ 1.39
Hourly Benefits Subtotal	\$ 22.49	\$ 22.49	\$ 22.49
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 88.59	\$ 116.06	\$ 142.23

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

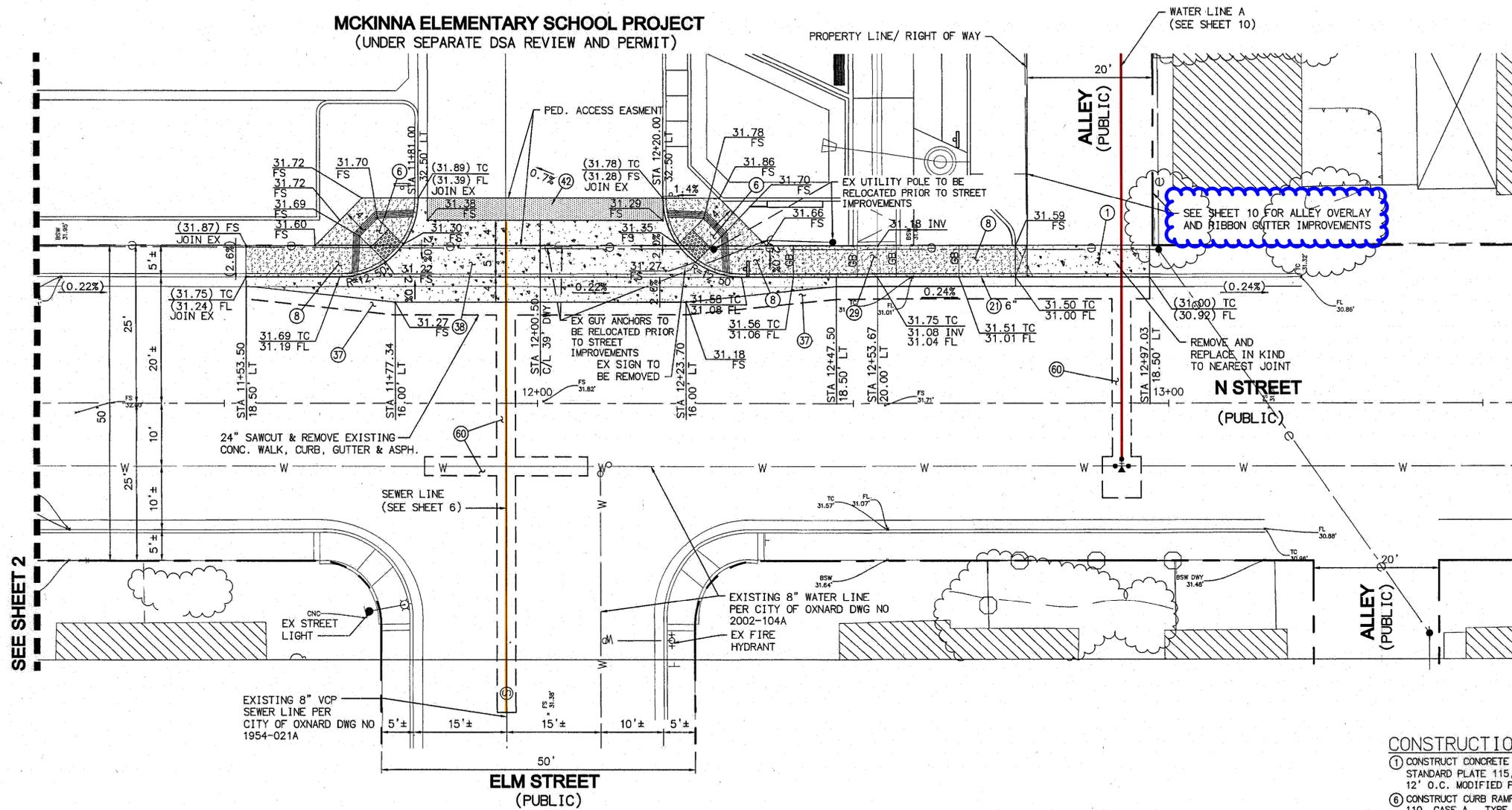
Sub/Contractor: Standard Industries, Inc. **Trade:** Labor
Date: _____ **Classification:** Group 1
Project: McKinna Elementary School Reconstruction
Rate Effective Through: June 30, 2019 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 34.24	\$ 51.36	\$ 68.48
Vacation & Holiday Accrual	\$ 4.84	\$ 4.84	\$ 4.84
Hourly Taxable Wage Costs Subtotal	\$ 39.08	\$ 56.20	\$ 73.32
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.12	\$ 3.18	\$ 4.25
Medicare	\$ 0.50	\$ 0.74	\$ 0.99
FUI	\$ 0.04	\$ 0.06	\$ 0.08
SUI	\$ 0.30	\$ 0.45	\$ 0.60
Workers Compensation Insurance	\$ 7.24	\$ 7.24	\$ 7.24
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 10.20	\$ 11.68	\$ 13.16
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.32	\$ 7.32	\$ 7.32
Pension & Retirement (or equivalent)	\$ 7.78	\$ 7.78	\$ 7.78
Training & other (or equivalent)	\$ 1.55	\$ 1.55	\$ 1.55
Hourly Benefits Subtotal	\$ 16.65	\$ 16.65	\$ 16.65
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 65.93	\$ 84.53	\$ 103.13

Factors NOT allowed in the above hourly labor cost rates:

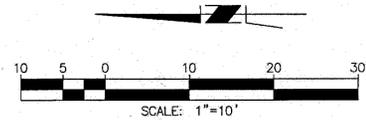
- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
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| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |

MCKINNA ELEMENTARY SCHOOL PROJECT
(UNDER SEPARATE DSA REVIEW AND PERMIT)



CONSTRUCTION NOTES

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- ④ CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
- ⑤ CONSTRUCT PARKWAY DRAIN PER CITY OF OXNARD STD PLATE 124, TYPE 1, S=72"
- ⑥ REMOVE EXISTING AC AND RECOMPACT EXISTING BASE TO 90% RELATIVE COMPACTION. REPLACE AC PAVEMENT SECTION TO MATCH EXISTING PLUS 1-INCH TACK COAT 0.10 GAL/SY SS-IH ALL VERTICAL SURFACES.
- ⑦ CONSTRUCT CROSS GUTTER AND SPANDREL PER CITY OF OXNARD STD PLATE 114, MODIFIED PER PLAN.
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- ⑨ TRENCH BACKFILL PER CITY OF OXNARD STD PLATE 602



NP 18-02
HTE 17-5135

PREPARED BY

DELANE ENGINEERING

2812 SANTA MONICA BLVD, SUITE 206
SANTA MONICA, CA 90404
PHONE: 310.346.5711 WWW.DELANEENGINEERING.COM

Scott Delane 7/23/19

SCOTT DELANE UHLES RCE NO 72391 EXP 6/30/20



REVISIONS		
MARK	DATE	DESCRIPTION

OXNARD DEVELOPMENT SERVICES DEPARTMENT

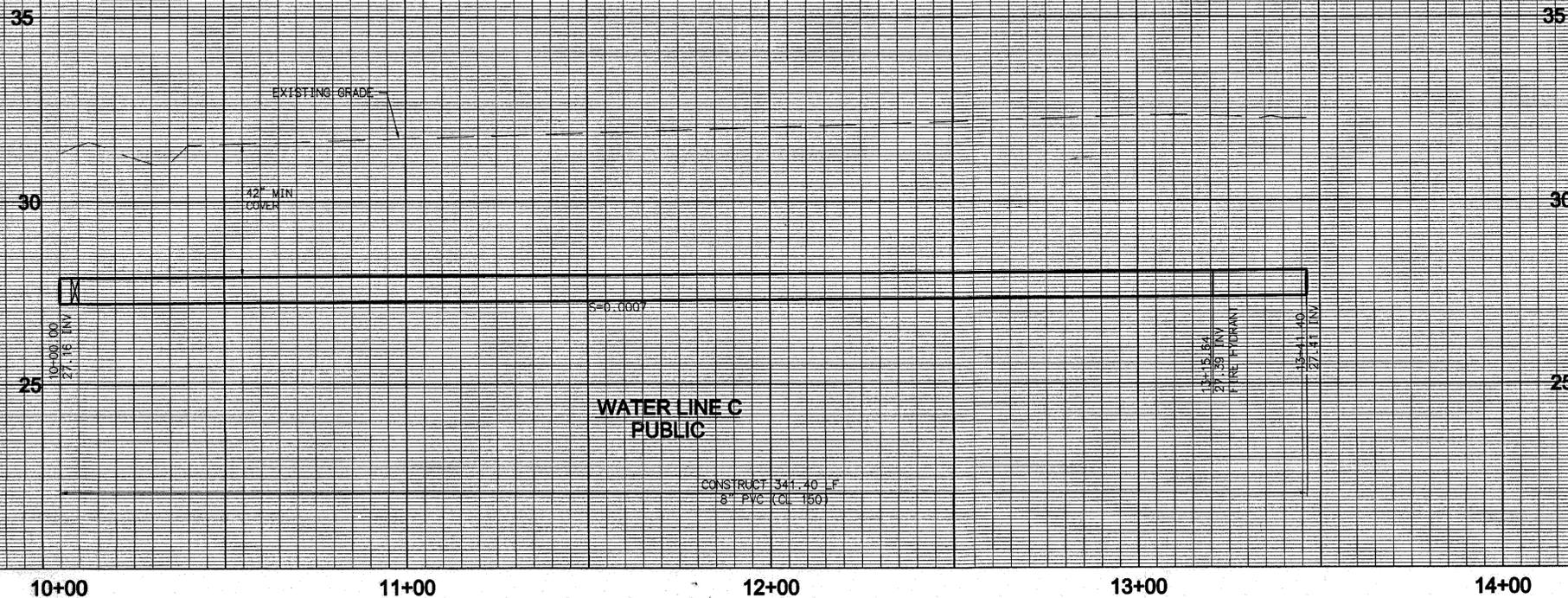
McKINNA ELEMENTARY SCHOOL
N STREET IMPROVEMENTS

ACCEPTED BY: *Paul J. Wood* 7.31.19
CITY ENGINEER R.C.E. 46333 (EXP. 12-31-20) DATE

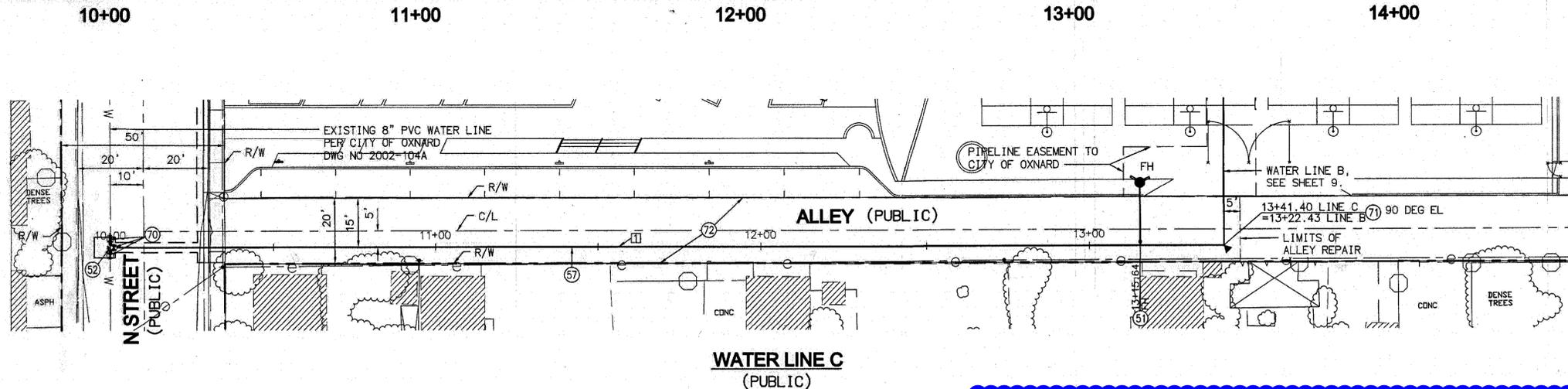
REVIEWED BY: *Chun Yuan* 7.31.19
DATE

SCALE: HORIZ: 3 OF 10
VERT: 18-06A

CHECKED BY: DATE

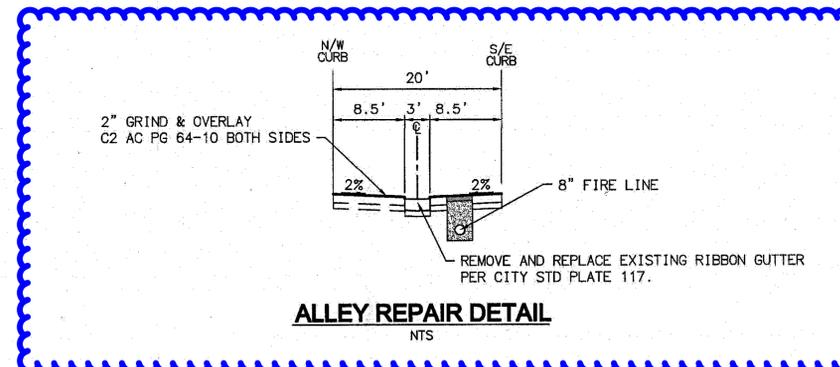


PROFILE
 HORIZ: 1"=20'
 VERT: 1"=2'



CONSTRUCTION NOTES

- 56) INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF OXNARD STANDARD PLATE 300 AND 301, TYPE I II PER CITY STD PLATE 23.
- 57) INSTALL CUT-IN TEE 8"x8"x8" ON EXISTING 8" PVC WATER MAIN. COORDINATE WATER MAIN SHUTDOWN WITH CITY OF OXNARD.
- 58) CONSTRUCT 8" PVC (C900) DR18 FIRE PREVENTION WATER LINE, SET TOP OF PIPE 42" MINIMUM BELOW FINISH SURFACE.
- 59) INSTALL 8" GATE VALVE AND VALVE BOX PER CITY OF OXNARD STD PLATE 303.
- 60) INSTALL FITTINGS (BENDS, TEES, CROSSES) AS SHOWN, WITH THRUST BLOCKING PER CITY OF OXNARD STD PLATE 320.
- 61) REPAIR EXISTING ALLEY: EXTENTS TO MATCH LENGTH OF WATER LINE TRENCH AND FULL WIDTH OF ALLEY. REPLACE EXISTING RIBBON GUTTER; MATCH EXISTING LINE AND GRADE. 2" GRIND AND OVERLAY.
- 62) INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF OXNARD STANDARD PLATE 300, 301, AND PER CITY STANDARD PLATE 23, TYPE II R2 4"x4"x2.5" JONES TRITON J-4060

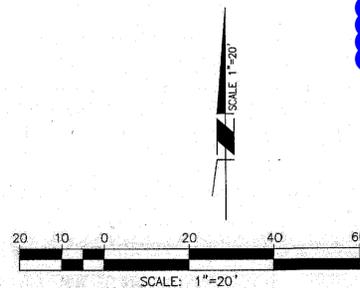


LINE DATA TABLE		
Line #	Length	Direction
(1)	341.40'	N89°55'08"E

811
 Know what's below.
 Call before you dig.
 UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DIAL TOLL FREE
 8 1 1
 AT LEAST TWO DAYS
 BEFORE YOU DIG

CAUTION:
 THE CONTRACTOR SHALL POT-HOLE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO STARTING ANY WET UTILITY CONSTRUCTION. PRIOR TO POT-HOLING THE CONTRACTOR SHALL PROVIDE THE ENGINEER TWO WORKING DAYS NOTICE TO SURVEY AND VERIFY THE HORIZONTAL/VERTICAL LOCATION OF ALL EXISTING UTILITY CROSSINGS. CHANGES TO THE PROPOSED WET UTILITY ALIGNMENT COULD BE REQUIRED BASED ON THE ACTUAL UTILITY LOCATIONS.



PREPARED BY
DELANE ENGINEERING
 2812 SANTA MONICA BLVD, SUITE 208
 SANTA MONICA, CA 90404
 PHONE: 310.546.5711 WWW.DELANEENGINEERING.COM

SCOTT DELANE-UHLES RCE NO 72391 EXP 6/30/20

7/23/19



REVISIONS		
MARK	DATE	DESCRIPTION

OXNARD DEVELOPMENT SERVICES DEPARTMENT
 MCKINNA ELEMENTARY SCHOOL
WATER LINE C

APPROVED BY: *Paul J. Winkler* 7/31/19
 CITY ENGINEER C.C.E. 46333 (EXP. 12-31-20) DATE

REVIEWED BY: *Alan Meyer* 7/31/19
 DATE

SCALE: HORIZ: 1"=20'
 VERT: 1"=2'

SHEET NO. 10 OF 10
 DRAWING NUMBER 18-06A
 CHECKED BY:

NP 18-02
 HTE 17-5135



CONTINGENCY ALLOCATION REQUEST

Project: McKinna Elementary School Reconstruction

CAR No. 169 R0

Date: 3/15/2020

DESCRIPTION OF WORK

Transfer Allowance #3 to Contingency

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Transfer from Allowance #3		-7,525
Transfer to Contingency		7,525
	Subtotal:	0
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



OWNER ALLOWANCES

(C-8)

Project: McKinna Elementary School Reconstruction
Report By: Jaime Pace

Job No.: 1643.
Report Period: 3/1/2020

Owner Allowance Phase		Original Allowance Amount	Pending Allocations	Committed Allocations	Remaining Balance
601000.001. .	Owner Allowance - Haz Mat Abatement	30,000	0	0	30,000
601000.002. .	Owner Allowance - Soil Import / Export	200,000	(35,349)	(24,708)	139,943
601000.003. .	Owner Allowance - TV and AV Systems Mounts	25,000	(17,475)	0	7,525
601000.004. .	Owner Allowance - MPR Flooring	25,000	0	0	25,000
601000.005. .	Owner Allowance - Piano Room Floor Boxes	40,000	(4,792)	0	35,208
601000.006. .	Owner Allowance - Child Care Facility	200,000	0	0	200,000
601000.007. .	Owner Allowance - Site Furnishings	15,000	0	0	15,000
601000.008. .	Owner Allowance - Offsite Existing Utilities	32,500	0	0	32,500
603000. . .	Contract Contingency		0	0	0
Owner Allowance Totals		567,500	(57,616)	(24,708)	485,176
Total of remaining Allowance					(-) 230,000
Allowance to be transferred to Contingency					255,176

Arvind Balaji

From: Jaime Pace
Sent: Monday, March 16, 2020 8:38 AM
To: Arvind Balaji
Subject: FW: McKinna Allowances
Attachments: McKinna Allowances - Contingency transfer.pdf

Please add this email to back-up

Jaime Pace
Project Manager



Please follow us on: [Twitter](#) | [Facebook](#) | [LinkedIn](#) | [YouTube](#)

Please consider the environment before printing this e-mail.

From: Jaime Pace
Sent: Wednesday, March 11, 2020 3:53 PM
To: Mario Mera (Mmera@cfwinc.com) <Mmera@cfwinc.com>
Cc: Carl Magness <cmagness@bernards.com>
Subject: FW: McKinna Allowances

Mario, please reply to this request. Thank you

Jaime Pace
Project Manager



Please follow us on: [Twitter](#) | [Facebook](#) | [LinkedIn](#) | [YouTube](#)

Please consider the environment before printing this e-mail.

From: Jaime Pace
Sent: Tuesday, March 03, 2020 3:19 PM
To: Mario Mera (Mmera@cfwinc.com) <Mmera@cfwinc.com>
Cc: Carl Magness <cmagness@bernards.com>
Subject: McKinna Allowances

Mario, based upon our previous conversation and direction, the attached list of Owner Allowances will be transferred to Contingency for use in "Contractor Contingency Allocations" as submitted and approved by CFW.

The total of \$255,176 will be transferred out of the Owner Allowance lines items indicated on the attached log retaining the remaining Phase Two balance of \$230,000

Please see attached log.

Thank you

Jaime Pace
Project Manager



555 First Street | San Fernando, CA 91340
T 818.898.1521 | C 310.909.9763
W www.bernards.com | E jp@bernards.com

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Please consider the environment before printing this e-mail.



CONTINGENCY ALLOCATION REQUEST

Project: McKinna Elementary School Reconstruction

CAR No. 172 R0

Date: 3/15/2020

DESCRIPTION OF WORK

Transfer Allowance #7 to Contingency

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Transfer from Allowance #7		-15,000
Transfer to Contingency		15,000
	Subtotal:	0
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



OWNER ALLOWANCES

(C-8)

Project: McKinna Elementary School Reconstruction
Report By: Jaime Pace

Job No.: 1643.
Report Period: 3/1/2020

Owner Allowance Phase		Original Allowance Amount	Pending Allocations	Committed Allocations	Remaining Balance
601000.001. .	Owner Allowance - Haz Mat Abatement	30,000	0	0	30,000
601000.002. .	Owner Allowance - Soil Import / Export	200,000	(35,349)	(24,708)	139,943
601000.003. .	Owner Allowance - TV and AV Systems Mounts	25,000	(17,475)	0	7,525
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601000.005. .	Owner Allowance - Piano Room Floor Boxes	40,000	(4,792)	0	35,208
601000.006. .	Owner Allowance - Child Care Facility	200,000	0	0	200,000
601000.007. .	Owner Allowance - Site Furnishings	15,000	0	0	15,000
601000.008. .	Owner Allowance - Offsite Existing Utilities	32,500	0	0	32,500
603000. . .	Contract Contingency		0	0	0
Owner Allowance Totals		567,500	(57,616)	(24,708)	485,176
Total of remaining Allowance					(-) 230,000
Allowance to be transferred to Contingency					<u>255,176</u>

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Jaime Pace
Project Manager



Please follow us on: [Twitter](#) | [Facebook](#) | [LinkedIn](#) | [YouTube](#)

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Please see attached log.

Thank you

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Project Manager



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Please consider the environment before printing this e-mail.

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

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amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together

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with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

#17-41

specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply

#17-41

with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.

- 8 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

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- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

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SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of

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this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign TBD as Project Manager/Superintendent for the Project. So long as TBD remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

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business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

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- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous

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materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

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If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the

District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR:

Bernards
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Rich Falt
Title: Executive VP
Date: 6.30.2017

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the
State of California

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00)**, to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR:

THE DISTRICT:

Oxnard School District,
a California school district

By: Rich Foeltz

By: Lisa A. Franz

Title: Executive Vice President

Title: Lisa A. Franz, Director, Purchasing

Date: 6.30.2017

Date: 8-11-17

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 5, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 008 to Construction Services Agreement #17-41, with Bernards for the McKinna ES Reconstruct Project (Penanhoat/Miller/CFW)

Change Order No. 008 addresses various electrical scope changes. This change order includes the installation of additional underground pull-boxes which resulted from rerouting of utilities for various utility companies. The Design Team coordinated with utility companies and contractor to determine scope details. Also included in this change order, per the District's request, is the relocation of the IDF, which was originally located within a classroom, and was relocated to its own designated closet which is accessible from outside of the classroom. Several other electrical scopes of work were directed by architect in coordination with District, Design Team, and CFW; changes such as the addition of a light fixture (Type N4) at Building 2, addition of new light pole in landscape area in front of school campus adjacent to the South Alley, the installation of two new Type "C" light fixtures at the Trash Enclosure area, and the relocation of a clock in the Administration Building. Lastly, also included in this change order is a credit due to the District resulting from unused funds for Allowances #4, #5, and #8.

Change Order No. 008 provides for the Board's consideration and ratification of the following PCO's:

- PCO 230 – RFI 026 – Duct Bank Routing – RFI 086 –Underground Pull Boxes Size Changes
- PCO 231 – RFI 183 - IDF Room at South Side of Bldg.4
- PCO 234 – RFI 369 - Clarification on Fixture Type N Circuit
- PCO 238 – RFI 389 - Location of Light Pole Fixtures
- PCO 239 – PR 33 CCD 15 - TrashEnclosure
- PCO 244 – RFI 427 - Relocate Clock in Admin Bldg.
- PCO 170 - Allowance #4, Unused funds
- PCO 171 - Allowance #5, Unused funds
- PCO 173 - Allowance #8, Unused funds

FISCAL IMPACT:

Credit of Six Thousand Six Hundred Nine Dollars and No Cents (\$6,609.00) to be returned to the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #008 for Master Agreement #17-41 with Bernards.

ADDITIONAL MATERIALS:

Attached: Change Order No. 008 (2 Pages)

PCO 230 - RFI 026 - Duct Bank Routing - RFI 086 - Underground Pull Boxes Size Changes (29 Pages)

PCO 231 - RFI 183 - IDF Room at South Side of Bldg. 4 (24 Pages)

PCO 234 - RFI 369 - Clarification on Fixture Type & Circuit (8 Pages)

PCO 238 - RFI 389 - Location of Light Pole Fixtures (14 Pages)

PCO 239 - PR 33 - CCD 15 - Trash Enclosure (11 Pages)

PCO 244 - RFI 427 - Relocate Clock in Admin Bldg (7 Pages)

PCO 170 - Transfer Allowance #4 to Contingency (4 Pages)

PCO 171 - Transfer Allowance #5 to Contingency (4 Pages)

PCO 173 - Transfer Allowance #8 to Contingency (4 Pages)

Construction Services Agreement #17-41, Bernards (25 Pages)



CHANGE ORDER

Date: 8/5/2020

CHANGE ORDER NO. 008

PROJECT: MCKINNA ES RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-41

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT Perkins Eastman
3194 D Airport Loop Drive,
Costa Mesa, CA 92626

CONTRACTOR:

Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 72538-101
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118371

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 28,319,338.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-007).....	\$ 330,690.00
ADJUSTED CONTRACT SUM.....	\$ 28,650,028.00
NET CHANGE -	\$ (6,609.00)

Total Change Orders to Date: \$ 324,081.00

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 008... \$ 28,643,419.00

Commencement Date: July 16, 2018
Original Completion Date: February 15, 2020
Original Contract Time: 580 Calendar Days
Time Extension for all Previous Change Orders: Zero Calendar Days
Time Extension for this Change Order: Zero Calendar Days
Adjusted Completion Date: February 15, 2020

Percentage(1.14%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	PCO_230-RFI_026-Duct_Bank_Routing-RFI_086-Underground Pull boxes Size Changes	\$33,960.00			
2.	PCO_231-RFI_183-IDF Room at South Side of Bldg.4		\$14,265.00		
3.	PCO_234-RFI_369-Clarification on Fixture Type N Circuit			\$2,255.00	
4.	PCO_238-RFI_389-Location of Light Pole Fixtures		\$18,560.00		
5.	PCO_239-PR_33-CCD_15-TrashEnclosure		\$15,866.00		
6.	PCO_244-RFI_427-Relocate Clock in Admin Bldg		\$1,193.00		
7.	PCO_170- Unused Allowance No. 4 Credit	(\$25,000.00)			
8.	PCO_171- Unused Allowance No. 5 Credit	(\$35,208.00)			
9.	PCO_173- Unused Allowance No. 8 Credit	(\$32,500.00)			
	Totals	(\$58,748.00)	\$49,884.00	\$2,255.00	\$0.00

Total Change Order No. 008.....(**\$6,609.00**)

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASSIST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

INTERIM ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASSIST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 230 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 026 - Duct bank Routing & RFI 086 - Underground Pull box

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	31,330
	Subtotal:	31,330
Contractual Costs		
Fee		1,617
Subcontract Default Insurance		376
CCIP		396
Contractor Bond		241
	Subtotal:	2,630
Total Change Order Request Amount:		33,960

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

MERITED
 NOT MERITED



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Change Order Request #004: Site Ductbank & Pullbox Revisions

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, FIELD CHANGE, SCHEDULE IMPACT, LOCATION, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Site Ductbank & Pullbox Revisions

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Our quoted price for the referenced change is stated above.

Changes to site ductbank routing per RFI 026 (TEC RFI 008)
Changes to Precast Underground Pulboxes per RFI 086 (TEC RFI 026)

Attached is back-up to support this additional scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

General Exclusions:

- Any weather proofing or sealing of exterior penetrations for water intrusion.
Any fire proofing or sealing complete.
Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
Any and all parts and labor not specifically listed above or within.
Any abatement including asbestos removal or containment.
Any permits or fees.
Any costs associated with the design, engineering (including wet stamps), or approval process.
Any access panels.

ATTACHMENTS:

Job ID: 2281 MCKINNA COR
 Project: 2281 McKinna COR



Takeoff

Vendor: TAFT Labor Level: LABOR 1 20 Nov 2018 16:30:09

Region: CE 004 SITE CHANGES
 Area: CONTRACT

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
0.00 CREDIT (7) PULLBOXES - CONTRACT									
400034	-1.00	EA	M	8' X 10'	SCE SLAB BOX	0.0000	0.00	12.0000	-12.00
5	-1.00		M		EXCAVATE FOR UTILITY SLAB BOX	900.0000	-900.00	0.0000	0.00
400256	-2.00	EA	M	MEDIUM	GRAVEL UNDER PULLBOX	75.0000	-150.00	1.2000	-2.40
400011	-2.00	EA	M	2' X 3'	PRECAST PULLBOX	0.0000	0.00	6.0000	-12.00
2	-2.00		M		2' X 3' EXCAVATE FOR PULLBOX	320.0000	-640.00	0.0000	0.00
400256	-2.00	EA	M	MEDIUM	GRAVEL UNDER PULLBOX	75.0000	-150.00	1.2000	-2.40
4	-4.00		M	4' X 4'	PRECAST PULLBOX	0.0000	0.00	5.5000	-22.00
3	-4.00		M		4' X 4' EXCAVATE FOR PULLBOX	400.0000	-1,600.00	0.0000	0.00
400256	-4.00	EA	M	MEDIUM	GRAVEL UNDER PULLBOX	75.0000	-300.00	1.2000	-4.80
0.00 CREDIT SIGNAL CONDUIT - CONTRACT									
10078	-11,515.00	FT	M	2	PVC SCH 40 10' LAID IN TRENCH LBR.	0.8163	-9,399.69	0.0383	-440.45
20012	-91.00	EA	M	2	PVC SCH 40 90-DEG ELBOW 36"R	12.4606	-1,133.92	0.6000	-54.60
20031	-21.00	EA	M	2	PVC SCH 40 45-DEG ELBOW	2.4747	-51.97	0.5000	-10.50
10080	-1,625.00	FT	M	3	PVC SCH 40 10' LAID IN TRENCH LBR.	1.6012	-2,601.89	0.0500	-81.25
20014	-12.00	EA	M	3	PVC SCH 40 90-DEG ELBOW 36"R	23.5299	-282.36	0.8400	-10.08
20033	-3.00	EA	M	3	PVC SCH 40 45-DEG ELBOW	6.6647	-19.99	0.7000	-2.10
10082	-20.00	FT	M	4	PVC SCH 40 10' LAID IN TRENCH LBR.	2.2349	-44.70	0.0495	-0.99
20016	-1.00	EA	M	4	PVC SCH 40 90-DEG ELBOW 36"R	27.9082	-27.91	1.2000	-1.20
20035	0.00	EA	M	4	PVC SCH 40 45-DEG ELBOW	10.9648	0.00	1.0000	0.00
0.00 CREDIT SITE FEEDER CONDUIT									
10078	-995.00	FT	M	2	PVC SCH 40 10' LAID IN TRENCH LBR.	0.8163	-812.22	0.0450	-44.78
20111	-13.00	EA	M	2	GRC 90-DEG ELBOW	29.1432	-378.86	1.0000	-13.00
20031	-2.00	EA	M	2	PVC SCH 40 45-DEG ELBOW	2.4747	-4.95	0.5000	-1.00
10079	-580.00	FT	M	2 1/2	PVC SCH 40 10' LAID IN TRENCH LBR.	1.3685	-793.75	0.0475	-27.55
20112	-13.00	EA	M	2 1/2	GRC 90-DEG ELBOW	51.8108	-673.54	1.5000	-19.50

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121
 Web: www.taftelectric.com

Region: CE 004 SITE CHANGES

Area: CONTRACT

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
20140	0.00	EA	M	2 1/2	GRC 45-DEG ELBOW	54.1631	0.00	1.5000	0.00
10080	-250.00	FT	M	3	PVC SCH 40 10' LAID IN TRENCH LBR.	1.6012	-400.29	0.0450	-11.25
20113	-8.00	EA	M	3	GRC 90-DEG ELBOW	72.9379	-583.50	2.0000	-16.00
20033	0.00	EA	M	3	PVC SCH 40 45-DEG ELBOW	6.6647	0.00	0.7000	0.00
0.00					CREDIT SITE FEEDERS				
0.00					MS-1				
TITLE	-385.00		M		4 #1 THHN	0.0000	0.00	0.0000	0.00
70040	-1,540.00	FT	M	1.	THHN/THWN CU (STR)	1.4184	-2,184.39	0.0190	-29.26
TITLE	-385.00		M		1 #8 THHN	0.0000	0.00	0.0000	0.00
70035	-385.00	FT	M	8	THHN/THWN CU (STR)	0.2676	-103.04	0.0090	-3.47
0.00					MS-2				
TITLE	-300.00		M		4 250 THHN	0.0000	0.00	0.0000	0.00
70046	-1,200.00	FT	M	250	THHN/THWN CU (STR)	3.9899	-4,787.88	0.0320	-38.40
TITLE	-150.00		M		1 #2 THHN	0.0000	0.00	0.0000	0.00
70039	-150.00	FT	M	2.	THHN/THWN CU (STR)	1.1284	-169.26	0.0170	-2.55
0.00					MS-3				
TITLE	-250.00		M		4 250 THHN	0.0000	0.00	0.0000	0.00
70046	-1,000.00	FT	M	250	THHN/THWN CU (STR)	3.9899	-3,989.90	0.0320	-32.00
TITLE	-125.00		M		1 #2 THHN	0.0000	0.00	0.0000	0.00
70039	-125.00	FT	M	2.	THHN/THWN CU (STR)	1.1284	-141.05	0.0170	-2.13
0.00					MS-4				
TITLE	-580.00		M		4 4/0 THHN	0.0000	0.00	0.0000	0.00
70044	-2,320.00	FT	M	4/0	THHN/THWN CU (STR)	3.3700	-7,818.46	0.0290	-67.28
TITLE	-290.00		M		1 #2 THHN	0.0000	0.00	0.0000	0.00
70039	-290.00	FT	M	2.	THHN/THWN CU (STR)	1.1284	-327.24	0.0170	-4.93
0.00					MS-5				
TITLE	-300.00		M		4 1/0 THHN	0.0000	0.00	0.0000	0.00
70041	-1,200.00	FT	M	1/0	THHN/THWN CU (STR)	1.7366	-2,083.95	0.0220	-26.40
TITLE	-300.00		M		1 #6 THHN	0.0000	0.00	0.0000	0.00
70036	-300.00	FT	M	6.	THHN/THWN CU (STR)	0.4575	-137.26	0.0110	-3.30
Phase Totals:							-42,691.98		-999.55
Job Totals:							-42,691.98		-999.55

Job ID: 2281 MCKINNA COR
 Project: 2281 McKinna COR



Takeoff

Vendor: TAFT

Labor Level: LABOR 1

20 Nov 2018 16:29:03

Region: CE 004 SITE CHANGES

Area: REVISED SITE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
0.00						ADD (10) PULLBOXES - REVISED			
400034	1.00	EA	M	8' X 10'	SCE SLAB BOX	0.0000	0.00	12.0000	12.00
5	1.00		M		EXCAVATE FOR UTILITY SLAB BOX	900.0000	900.00	0.0000	0.00
400256	2.00	EA	M	MEDIUM	GRAVEL UNDER PULLBOX	75.0000	150.00	1.2000	2.40
6	1.00		M	6' X 6'	PRECAST PULLBOX	0.0000	0.00	8.0000	8.00
7	1.00		M		6' X 6' EXCAVATE FOR PULLBOX	600.0000	600.00	0.0000	0.00
400256	2.00	EA	M	MEDIUM	GRAVEL UNDER PULLBOX	75.0000	150.00	1.2000	2.40
400011	3.00	EA	M	2' X 3'	PRECAST PULLBOX	0.0000	0.00	6.0000	18.00
2	3.00		M		2' X 3' EXCAVATE FOR PULLBOX	320.0000	960.00	0.0000	0.00
400256	3.00	EA	M	MEDIUM	GRAVEL UNDER PULLBOX	75.0000	225.00	1.2000	3.60
4	5.00		M	4' X 4'	PRECAST PULLBOX	0.0000	0.00	5.5000	27.50
3	5.00		M		4' X 4' EXCAVATE FOR PULLBOX	400.0000	2,000.00	0.0000	0.00
400256	5.00	EA	M	MEDIUM	GRAVEL UNDER PULLBOX	75.0000	375.00	1.2000	6.00
0.00						ADD SITE SIGNAL CONDUIT			
10078	13,995.00	FT	M	2	PVC SCH 40 10' LAID IN TRENCH LBR.	0.8163	11,424.12	0.0383	535.31
20012	54.00	EA	M	2	PVC SCH 40 90-DEG ELBOW 36"R	12.4606	672.87	0.6000	32.40
20031	107.00	EA	M	2	PVC SCH 40 45-DEG ELBOW	2.4747	264.79	0.5000	53.50
10082	100.00	FT	M	4	PVC SCH 40 10' LAID IN TRENCH LBR.	2.2349	223.49	0.0495	4.95
20016	2.00	EA	M	4	PVC SCH 40 90-DEG ELBOW 36"R	27.9082	55.82	1.2000	2.40
20035	2.00	EA	M	4	PVC SCH 40 45-DEG ELBOW	10.9648	21.93	1.0000	2.00
0.00						ADD SITE FEEDER CONDUIT			
10078	1,265.00	FT	M	2	PVC SCH 40 10' LAID IN TRENCH LBR.	0.8163	1,032.62	0.0450	56.93
20111	9.00	EA	M	2	GRC 90-DEG ELBOW	29.1432	262.29	1.0000	9.00
20031	24.00	EA	M	2	PVC SCH 40 45-DEG ELBOW	2.4747	59.39	0.5000	12.00
10079	1,170.00	FT	M	2 1/2	PVC SCH 40 10' LAID IN TRENCH LBR.	1.3685	1,601.19	0.0475	55.58
20112	6.00	EA	M	2 1/2	GRC 90-DEG ELBOW	51.8108	310.86	1.5000	9.00

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121

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Region: CE 004 SITE CHANGES

Area: REVISED SITE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
20140	10.00	EA	M	2 1/2	GRC 45-DEG ELBOW	54.1631	541.63	1.5000	15.00
10080	240.00	FT	M	3	PVC SCH 40 10' LAID IN TRENCH LBR.	1.6012	384.28	0.0450	10.80
20113	0.00	EA	M	3	GRC 90-DEG ELBOW	72.9379	0.00	2.0000	0.00
20033	8.00	EA	M	3	PVC SCH 40 45-DEG ELBOW	6.6647	53.32	0.7000	5.60
0.00					ADD SITE FEEDERS				
0.00					MS-1				
TITLE	560.00		M		4 #1 THHN	0.0000	0.00	0.0000	0.00
70040	2,240.00	FT	M	1.	THHN/THWN CU (STR)	1.4184	3,177.30	0.0190	42.56
TITLE	560.00		M		1 #8 THHN	0.0000	0.00	0.0000	0.00
70035	560.00	FT	M	8	THHN/THWN CU (STR)	0.2676	149.88	0.0090	5.04
0.00					MS-2				
TITLE	450.00		M		4 250 THHN	0.0000	0.00	0.0000	0.00
70046	1,800.00	FT	M	250	THHN/THWN CU (STR)	3.9899	7,181.82	0.0320	57.60
TITLE	450.00		M		1 #2 THHN	0.0000	0.00	0.0000	0.00
70039	450.00	FT	M	2.	THHN/THWN CU (STR)	1.1284	507.78	0.0170	7.65
0.00					MS-3				
TITLE	120.00		M		4 250 THHN	0.0000	0.00	0.0000	0.00
70046	480.00	FT	M	250	THHN/THWN CU (STR)	3.9899	1,915.15	0.0320	15.36
TITLE	120.00		M		1 #2 THHN	0.0000	0.00	0.0000	0.00
70039	120.00	FT	M	2.	THHN/THWN CU (STR)	1.1284	135.41	0.0170	2.04
0.00					MS-4				
TITLE	545.00		M		4 4/0 THHN	0.0000	0.00	0.0000	0.00
70044	2,180.00	FT	M	4/0	THHN/THWN CU (STR)	3.3700	7,346.66	0.0290	63.22
TITLE	545.00		M		1 #2 THHN	0.0000	0.00	0.0000	0.00
70039	545.00	FT	M	2.	THHN/THWN CU (STR)	1.1284	614.98	0.0170	9.27
0.00					MS-5				
TITLE	335.00		M		4 1/0 THHN	0.0000	0.00	0.0000	0.00
70041	1,340.00	FT	M	1/0	THHN/THWN CU (STR)	1.7366	2,327.08	0.0220	29.48
TITLE	335.00		M		1 #6 THHN	0.0000	0.00	0.0000	0.00
70036	335.00	FT	M	6.	THHN/THWN CU (STR)	0.4575	153.27	0.0110	3.69
Phase Totals:							45,777.95		1,120.26
Job Totals:							45,777.95		1,120.26



PACIFIC ENGINEERS GROUP
Consulting Electrical Engineers
2740 W. Magnolia Blvd., Suite 205
Burbank, CA 91505
(818) 246-7180
FAX: (818) 783-9180 Y17-024

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET
OXNARD, CA 93033

JOB 21710.00
SCALE AS NOTED
PM DM
DATE 3/15/2018

ELECTRICAL SITE PLAN

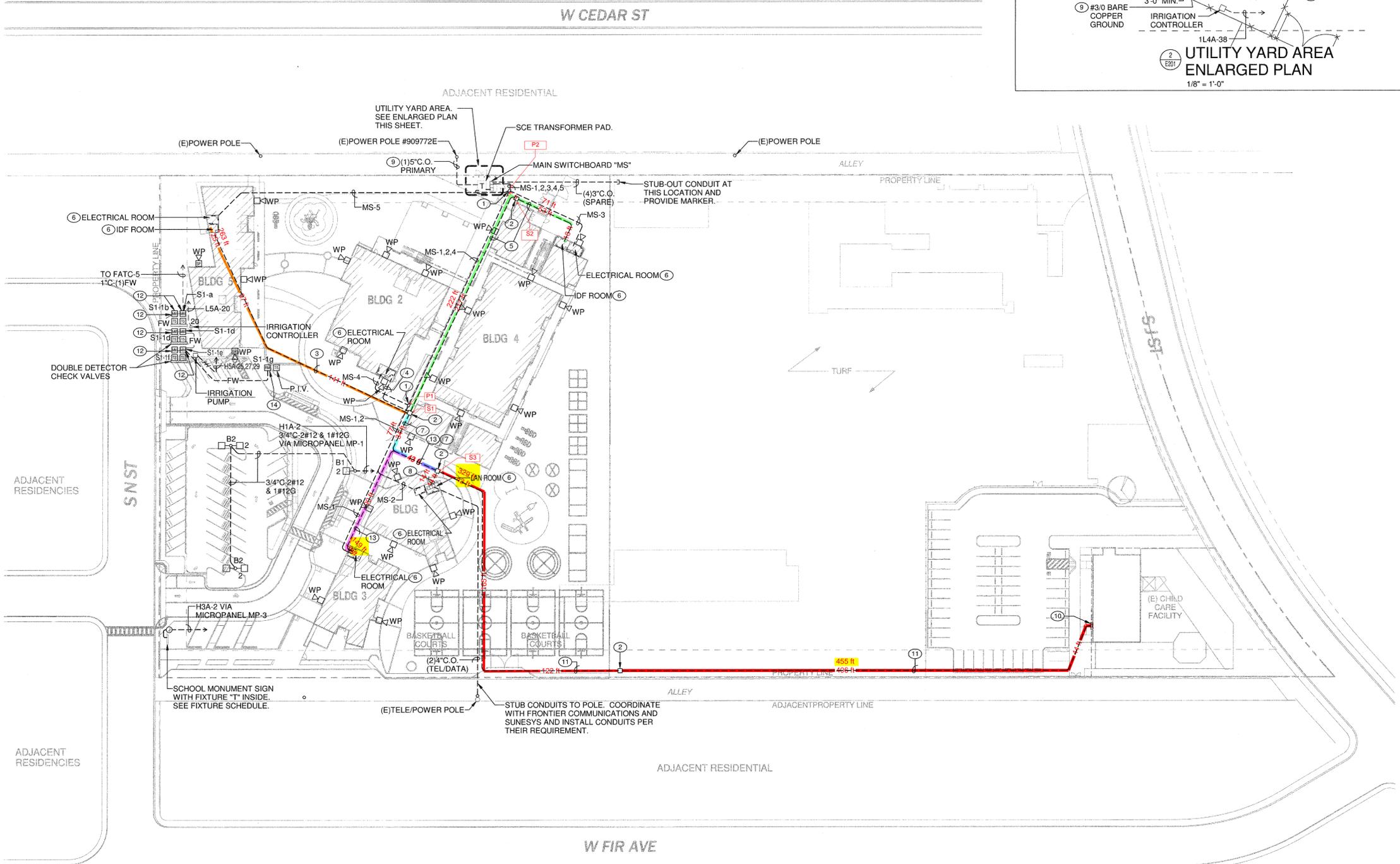
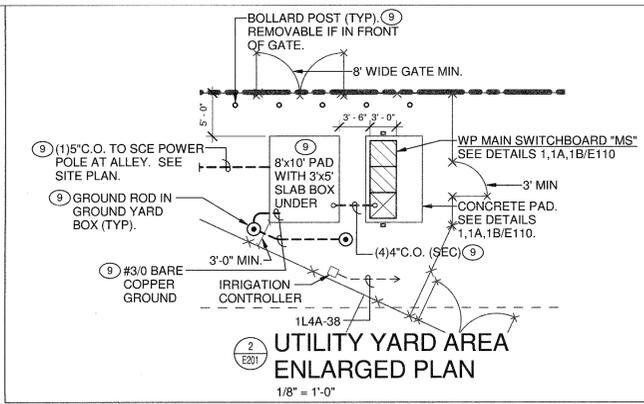
COSTA MESA OAKLAND
www.dougherty.us
E201

KEYED NOTES

- 2'x3'x3'D MIN UNDERGROUND CONCRETE PULLBOX WITH STEEL TRAFFIC COVER MARK "POWER". SEE DETAIL 9/E110.
- 4'x4'x3'D MIN UNDERGROUND CONCRETE PULLBOX WITH STEEL TRAFFIC COVER MARK "SIGNAL". SEE DETAIL 9/E110.
- 3" C, (1)DFO (DATA); 2" C, (1)T6 (TEL); 2" C, 3#12 (CLOCK); 2" C, (1)FW, (1)N, (1)V (FA); 2" C, (1)SC (SEC); 2" C.O. (EMS); 2" C-(2)DW (LTG CONTROL); (1)2" C.O. SPARE.
- 3" C, (2)DFO (DATA); 2" C, (1)T6 (TEL); 2" C, 3#12 (CLOCK); 2" C, (2)FW, (2)N, (2)V (FA); 2" C, (2)SC (SEC); 2" C.O. (EMS); 2" C-(2)DW (LTG CONTROL); (1)2" C.O. SPARE.
- 3" C, (2)DFO (DATA); 2" C, (1)T6 (TEL); 2" C, 3#12 (CLOCK); 2" C, (1)FW, (1)N, (1)V (FA); 2" C, (1)SC (SEC); 2" C.O. (EMS); 2" C-(2)DW (LTG CONTROL); (1)2" C.O. SPARE.
- TERMINATE CONDUITS TO RESPECTIVE CABINETS, PANELS OR HEADEND EQUIPMENT INSIDE ELECTRIC ROOM AND/OR IDF/LAN ROOM. SEE ENLARGED PLANS ON E406 & E407.
- 3" C, (4)DFO (DATA); 2" C, (3)T6 (TEL); 2" C, 6#12 (CLOCK); 2" C, (2)FW, (2)N, (2)V (FA); 2" C, (2)SC (SEC); 2" C.O. (EMS); 2" C-(2)DW (LTG CONTROL); (1)2" C.O. SPARE.
- 4" C, (5)DFO (DATA); 2" C, (4)T6 (TEL); 2" C, 3#12 (CLOCK); 2" C, (3)FW, (3)N, (3)V (FA); 2" C, (3)SC (SEC); 2" C.O. (EMS); (2)2" C.O. SPARE.
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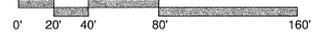
UTILITY SERVICE PLANNERS

A. POWER SERVICE
GLENN GORSS
SOUTHERN CALIFORNIA EDISON COMPANY (SCE)
10060 TELEGRAPH ROAD
VENTURA, CA 93004
TEL # (805) 603-8061

B. TELEPHONE SERVICE
ROBERT MUSGROVE
FRONTIER COMMUNICATIONS
201 FLYNN ROAD
CAMARILLO, CA 93102
TEL # (805) 388-2240

C. DATA SERVICE
ROBERT SANTOS
SUNESYS
226 N. LINCOLN AVE
CORONA, CA 92881
OFF. TEL # (951) 278-0400 x3117
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ELECTRICAL SITE PLAN (ELEC) A10
1" = 40'-0"

IDENTIFICATION STAMP
DIVISION OF REGULATION CT
SERVICES

FILE NO: 58-22
A# 03-118371
AC [Signature] FL [Signature] SS [Signature] MM [Signature]
DATE 3-15-18





PACIFIC ENGINEERS GROUP
Consulting Electrical Engineers
2710 W. Magnolia Blvd., Suite 205
Burbank, CA 91505
(818) 746-7180
FAX: (818) 783-9180 Y17-024

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET
OXNARD, CA 93033

JOB 21710.00
SCALE AS NOTED
PM DM
DATE 3/15/2018

ELECTRICAL SITE PLAN

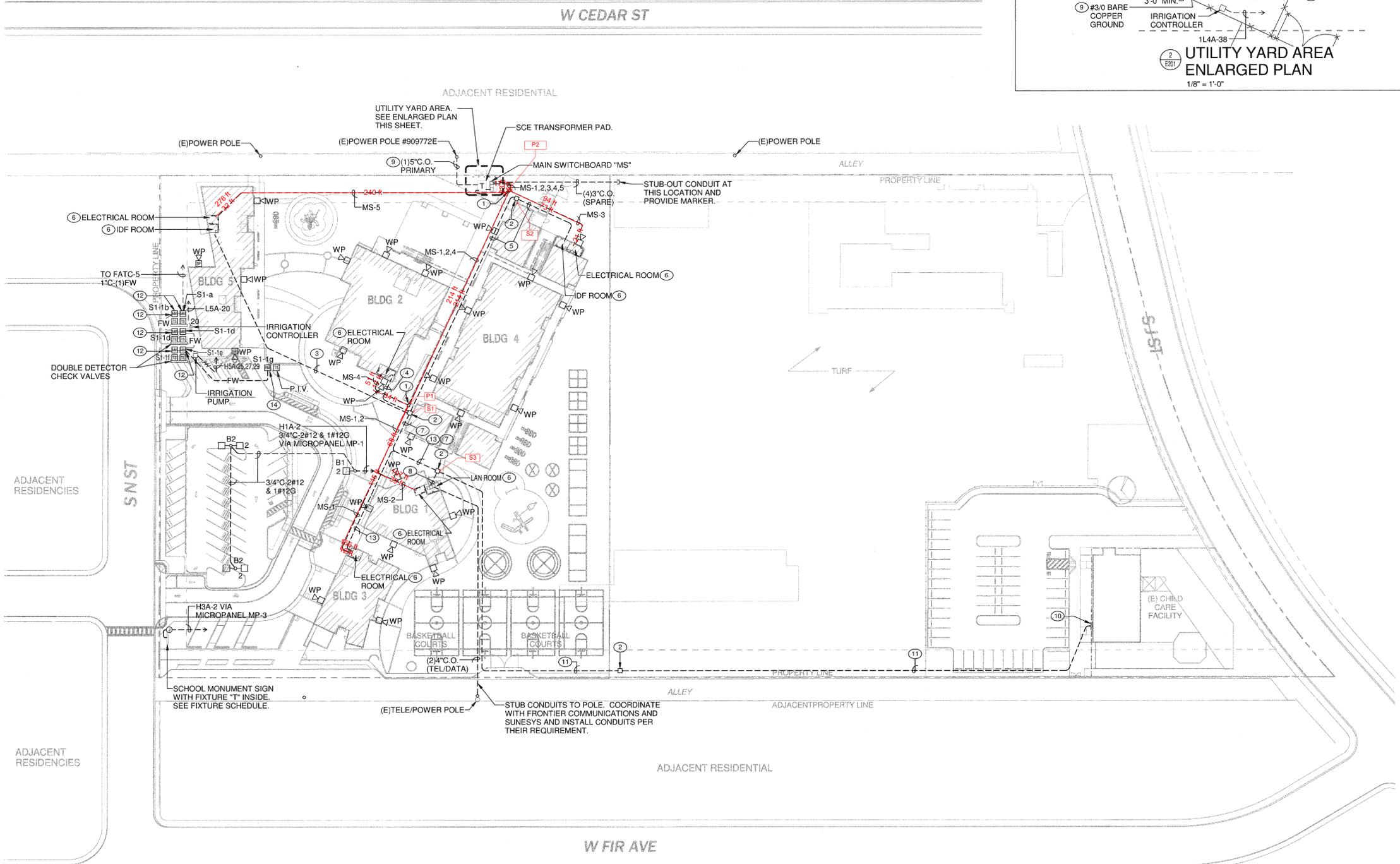
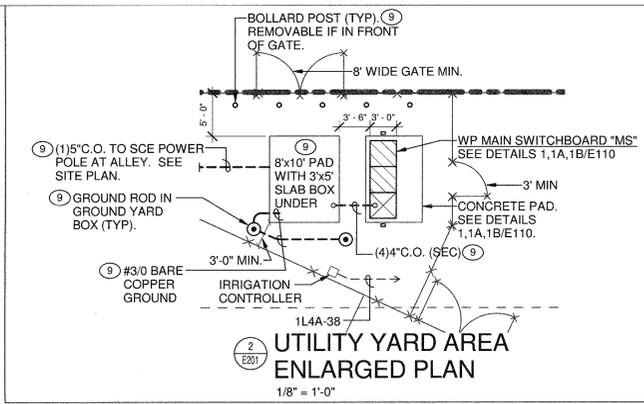
COSTA MESA OAKLAND
www.dougherty.us
E201

KEYED NOTES

- 2'x3'x3'D MIN UNDERGROUND CONCRETE PULLBOX WITH STEEL TRAFFIC COVER MARK "POWER". SEE DETAIL 9/E110.
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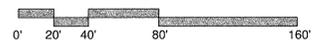
UTILITY SERVICE PLANNERS

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10060 TELEGRAPH ROAD
VENTURA, CA 93004
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ELECTRICAL SITE PLAN (ELEC) A10
1" = 40'-0"

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ELECTRICAL SITE PLAN

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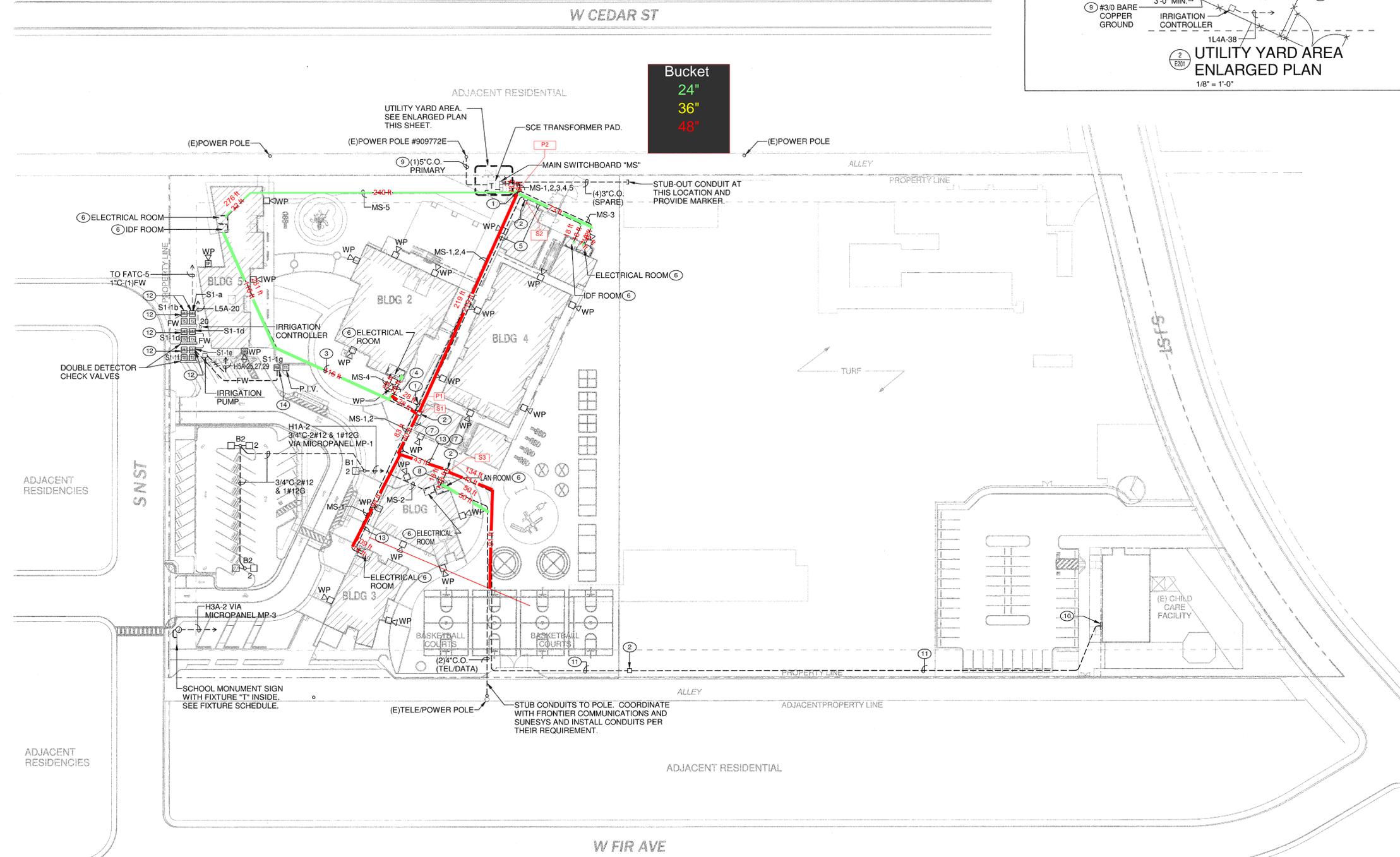
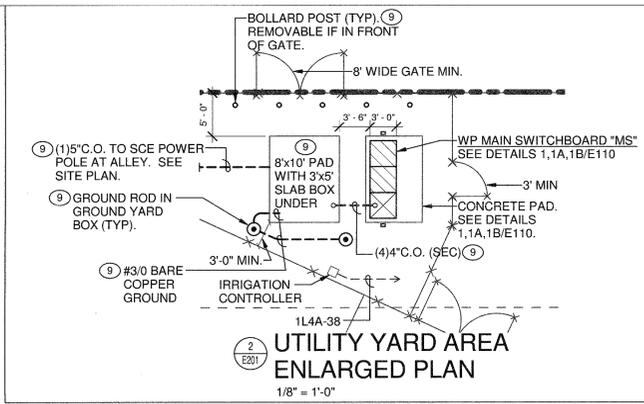
E201

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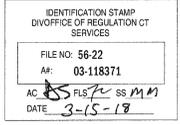
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10060 TELEGRAPH ROAD
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- B. TELEPHONE SERVICE**
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FRONTIER COMMUNICATIONS
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ELECTRICAL SITE PLAN (ELEC) A10
1" = 40'-0"



McKinna Underground Pullboxes

Rev.	Contract	Designation	System	Contract Size	Rev Size	Rev. Location	Notes	Contract Cost	Change	From	To	Custom Cast Window	Revised Cost	difference
1	1	P1	POWER	2x3		NW Kinder		\$ 1,555	N				\$ 1,555	\$ -
2	2	S1	SIGNAL	4x4	2x3	NW Kinder		\$ 2,555	Y	4x4	2x3		\$ 1,555	\$ (1,000)
3	3	P2	POWER	2x3	4x4	N Classroom		\$ 1,555	Y	2x3	4x4	24x16	\$ 3,438	\$ 1,883
4	4	S2	SIGNAL	4x4		N Classroom		\$ 2,555	Y			24x16	\$ 3,438	\$ 883
5		P3	POWER		2x3	NE Admin	ADDED	\$ -	Add				\$ 1,555	\$ 1,555
6	5	S3	SIGNAL	4x4		NE Admin		\$ 2,555	Y	4x4	6x6	36x16	\$ 6,378	\$ 3,823
7		P4	POWER		2x3	SE Admin	ADDED	\$ -	N				\$ 1,555	\$ 1,555
8		S4	SIGNAL		4x4	SE Admin	ADDED	\$ -	Add				\$ 2,555	\$ 2,555
9	6	S5	SIGNAL	4x4	2x3	S Campus		\$ 2,555	Y	4x4	2x3		\$ 1,555	\$ (1,000)
10	7	SCE	Edison	8x10		N Classroom		\$ 2,710	N				\$ 2,710	\$ -
								\$ 16,040					\$ 26,294	\$ 10,254

Contract & Proposal Copy

Quote No.: S216399-1

 10650 HEMLOCK AVE
 FONTANA, CA 92337 7296

 Telephone : 909-428-3700
 Fax: 909-428-3737

oldcastleinfrastructure.com

Quote To .: Taft Electric Co
 PO BOX 3416
 VENTURA, CA 93006 3416

Ship To .: OXNARD - McKINNA #3
 1611 SOUTH J STREET
 (215035 & 215040)

OXNARD, CA 93030 5159

Reference : MATT

Contact:
Phone:

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S216399	10/29/2018	001265	Net 45 Days		FOB Job Site	30 days

Group: A

Qty	Unit	Item	Description	Mark	Unit price	Amount
3.00	Kit	7000305	POWER 23-36 FW D/P BLTD TRAFFIC (2'x3'x3')		1,885.00	5,655.00
3.00	\$	9400010	P1-NW KINDER P3-NE ADMIN P4-SE ADMIN FOB Jobsite (non taxable)			

Group: B

Qty	Unit	Item	Description	Mark	Unit price	Amount
3.00	Ea	0000001	SIGNAL 44-48 FW w/ TRAFFIC GALV DP BOLT DOWN F/C & RACKING (4'x4'x4')		3,438.00	10,314.00
3.00	Ea	0100020	S1-NW KINDER S2-N CLASSROOM S4-SE ADMIN 44-30 Flat Wall Base w/ 24" x 16" THINWALL KNOCKOUTS WILL REQUIRE ENGINEERING SUBMITTALS			

Contract & Proposal Copy

Quote No.: S216399-1

 10650 HEMLOCK AVE
 FONTANA, CA 92337 7296

 Telephone : 909-428-3700
 Fax: 909-428-3737

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S216399	10/29/2018	001265	Net 45 Days		FOB Job Site	30 days

Qty	Unit	Item	Description	Mark	Unit price	Amount
3.00	Ea	0100145	44-18 TXF Top w/ BLTDN Frame			
3.00	Set	2350080	44 Traffic Galv Diamond Plate Boltdown Cover Set "SIGNAL"			
3.00	Ea	2900230	44 Racking Package			
3.00	\$	9400010	FOB Jobsite (non taxable)			

Group: BB

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1.00	Ea	0000001	POWER 44-48 FW w/ TRAFFIC GALV DP BOLT DOWN F/C & RACKING (4'x4'x4')		3,438.00	3,438.00
			P2-N CLASSROOM			
1.00	Ea	0100020	44-30 Flat Wall Base w/ 24" x 16" THINWALL KNOCKOUTS			
			WILL REQUIRE ENGINEERING SUBMITTALS			
1.00	Ea	0100145	44-18 TXF Top w/ BLTDN Frame			
1.00	Set	2350080	44 Traffic Galv Diamond Plate Boltdown Cover Set "POWER"			
1.00	Ea	2900230	44 Racking Package			
1.00	\$	9400010	FOB Jobsite (non taxable)			

Group: C

Contract & Proposal Copy

Quote No.: S216399-1

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 FONTANA, CA 92337 7296

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OXNARD, CA 93030 5159

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Contact:

Phone:

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S216399	10/29/2018	001265	Net 45 Days		FOB Job Site	30 days

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	0000001	SIGNAL 66-72 w/ 4x4 TRAFFIC DP BOLT DOWN F/C & RACKING (6'x6'x6")		6,378.00	6,378.00
1.00	Ea	0200020	S3-NE ADMIN 66-36 Base w/ 36" x 18" THINWALL KNOCKOUT			
1.00	Ea	0200015	66-36 Top			
1.00	Ea	0100145	44-18 TXF Top w/ BLTDN Frame			
1.00	Set	2350080	44 Traffic Galv Diamond Plate Boltdown Cover Set			
8.00	Ea	5910037	24 Hole Cable Rack W/O TAB			
1.00	\$	9400010	FOB Jobsite (non taxable)			

Group: D

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Kit	7000170	EDISON 810 SLAB BOX		2,530.00	2,530.00
1.00	\$	9400010	N CLASSROOM FOB Jobsite (non taxable)			

Group: E

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	0000001	PRICE INCLUDES DELIVERY ON 4 TRUCK LOADS w/ 1 HR OF			

Contract & Proposal Copy

Quote No.: S216399-1

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 CRANE TIME (BASED ON
 SEPARATE LOCATIONS)

WE DELIVER RAIN OR SHINE

 ALL DELIVERY
 CANCELLATIONS MUST BE
 MADE BY 12 NOON ON THE
 BUSINESS DAY PRIOR TO
 DELIVERY OR CANCELLATION
 FEES WILL BE ASSESSED.

Should this be a prevailing wage project, Oldcastle must be notified immediately as additional costs may be applied to the quotation.

All products and services listed on this Quotation are provided under the Standard Terms and Conditions located at:
<https://oldcastleprecast.com/standard-terms-and-conditions-material-sales/>

QUOTATION TOTAL US 28,315.00

IMPORTANT: This proposal is based on standard terms and conditions. Items and quantities shown are the basis for the quotation, and we are not responsible for any discrepancies between this list and actual items or quantities.

Sales Person: Ryan Stelzner

Telephone:

 (Accepted by)

By: _____

 (Position)

 (Date)

2281 McKinna Design Hrs Log									
								<u>Designer</u>	<u>Drafter</u>
Name	Designer	Drafter	Date	Activity Description	Hours Expended	notes	#	3	15
J Echeverria		X	9/20/2018	Electric rooms for building 1,3,5. Changes to conduit elevations at 2,4.	8	Elev. changes due to discrepancy between Revit and Navis			8
J Destito	X		9/21/2018	Work with Jose on site underground conduits between buildings.	3	Re-design UG conduits to avoid area between 2 & 4.		3	
J Echeverria		X	9/21/2018	Underground site drawing, conduit layouts with pullboxes.	7	Re-design UG conduits to avoid area between 2 & 4.			7



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 86

Project: McKinna Elementary School Reconstruction

Date: 10-29-18

Discipline: Electrical

Subject: Underground Pullbox Size Changes

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
E201		

QUESTION

Due to re-routing of underground conduits, underground pullboxes must be added and modified to meet the new design requirements. Please see attached table and sketches showing added & modified pullboxes, and confirm that it is acceptable.

ANSWER

Confirmed. Proposed added and/or modified UG pull boxes are acceptable and approved per our mark up clarifications on the "2281 Underground Pull Box Changes" tabulation chart on the attachment below.

PETER MARZO -- PEG
10/30/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Taft Electric Co	Matt Gobuty	11/2/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Matt Gobuty - Taft Electric Co - Author Number: 26

Submitted By: Arvind Balaji - Bernards



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Underground Pullbox Size Changes

TO:	Arvind Balaji (Bernards) Mitch Michaelis (Bernards)	FROM:	Matt Gobuty (Taft Electric Company) 1694 Eastman Avenue Ventura, California 93003
DATE INITIATED:	10/29/2018	STATUS:	Open
LOCATION:		DUE DATE:	11/08/2018
PROJECT STAGE:		COST CODE:	
SUB JOB:		SCHEDULE IMPACT:	TBD
COST IMPACT:	Yes (Unknown)	SPEC SECTION:	
DRAWING NUMBER:		REFERENCE:	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

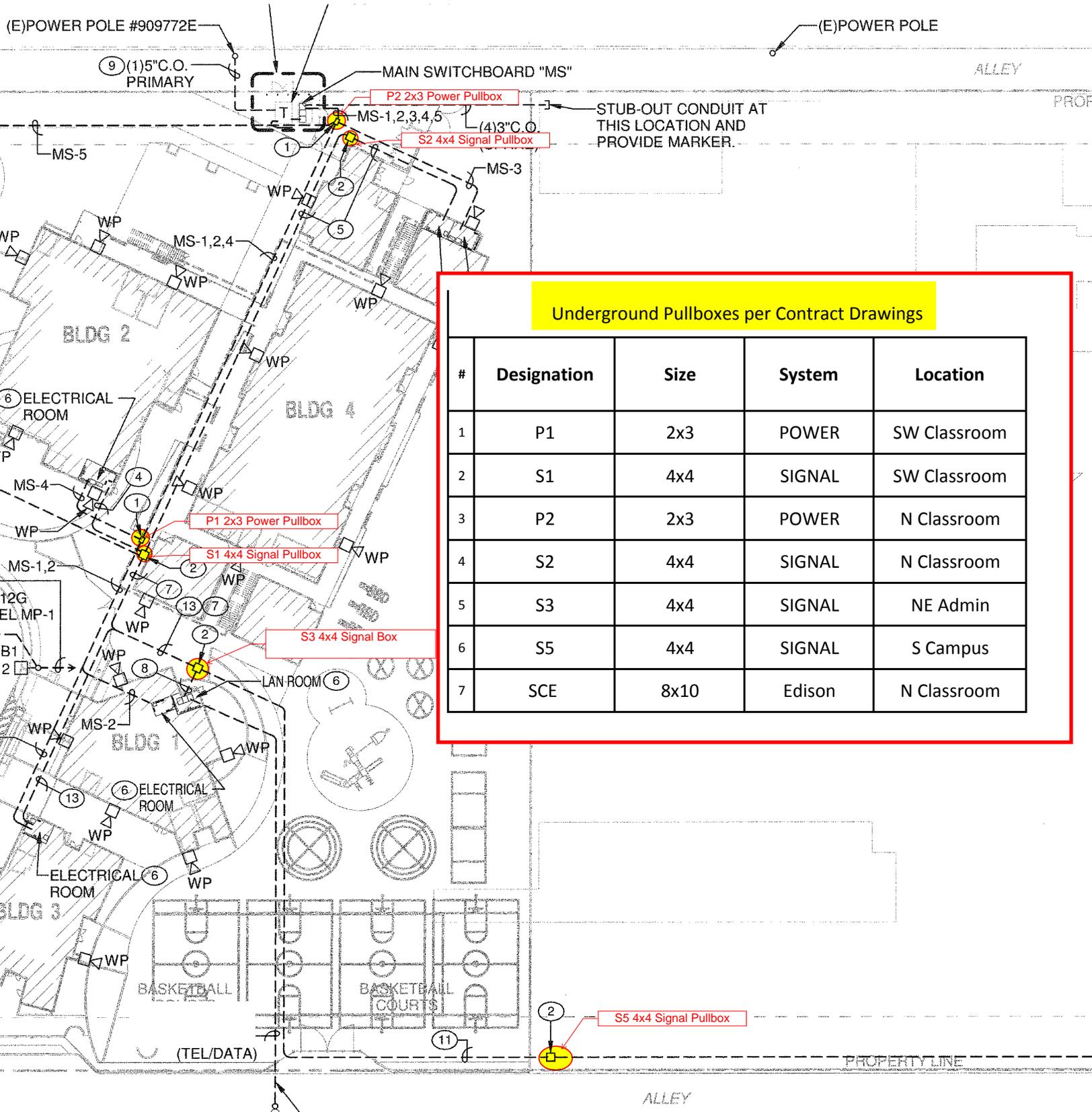
Question from Matt Gobuty (Taft Electric Company) at 02:13 PM on 10/29/2018

Due to re-routing of underground conduits, underground pullboxes must be added and modified to meet the new design requirements. Please see attached table and sketches showing added and modified pullboxes and confirm this is acceptable. A Change Order Request for the revisions is forthcoming.

Awaiting an Official Response

All Replies:

BY _____ DATE _____ COPIES TO _____



Underground Pullboxes per Contract Drawings

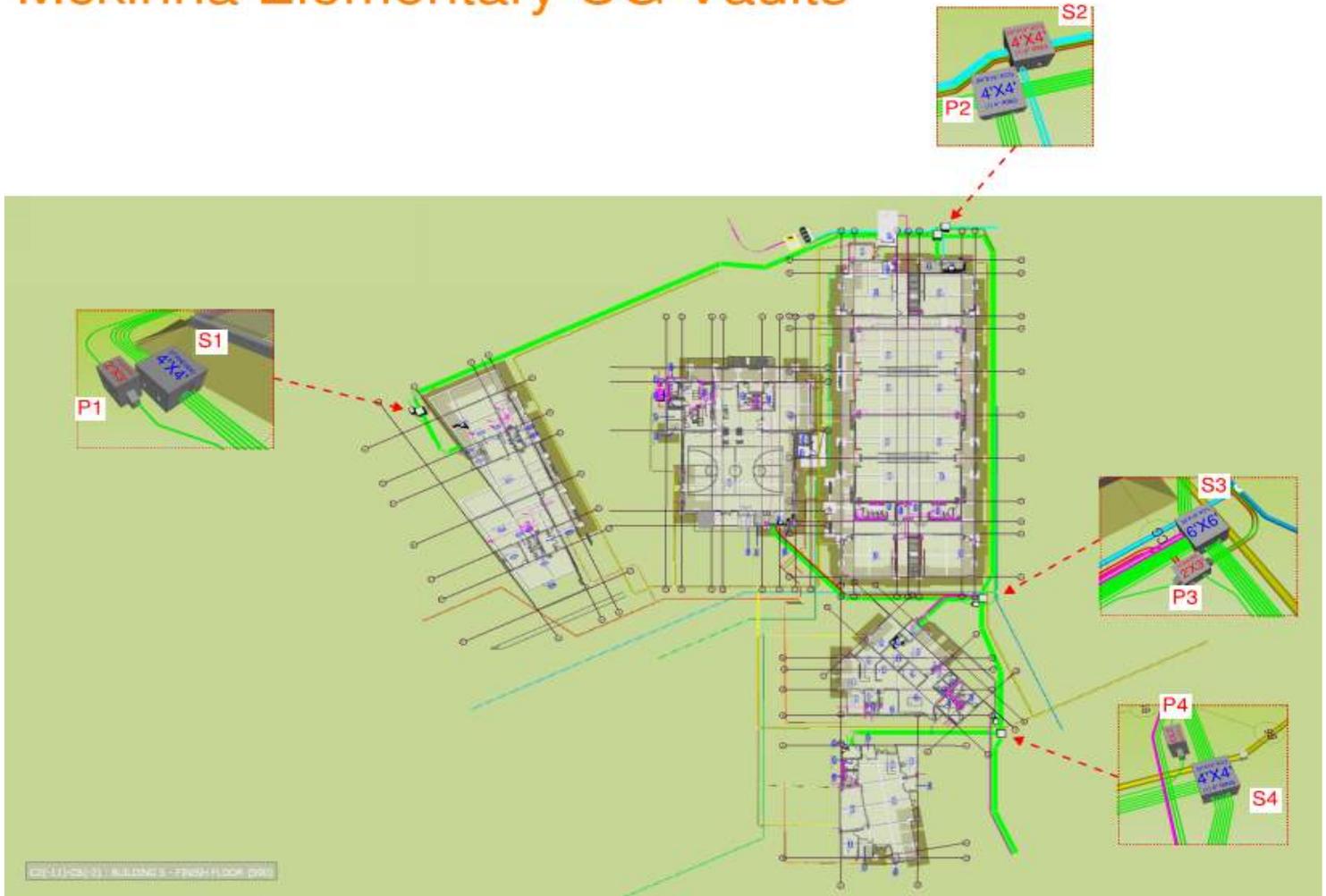
#	Designation	Size	System	Location
1	P1	2x3	POWER	SW Classroom
2	S1	4x4	SIGNAL	SW Classroom
3	P2	2x3	POWER	N Classroom
4	S2	4x4	SIGNAL	N Classroom
5	S3	4x4	SIGNAL	NE Admin
6	S5	4x4	SIGNAL	S Campus
7	SCE	8x10	Edison	N Classroom

2281 Underground Pullbox Changes

Rev.	Contract	Designation	System	Contract Size	Rev Size	Rev. Location	Change/add?	From	To	Custom Cast Window
1	1	P1	POWER	2x3		NW Kinder	N			
2	2	S1	SIGNAL	4x4	2x3	NW Kinder	Y	4x4	2x3	
3	3	P2	POWER	2x3	4x4	N Classroom	Y	2x3	4x4	24x16
4	4	S2	SIGNAL	4x4		N Classroom	Y			24x16
5		P3	POWER		2x3	NE Admin	Add			
6	5	S3	SIGNAL	4x4		NE Admin	Y	4x4	6x6	36x16
7		P4	POWER		2x3	SE Admin	N			
8		S4	SIGNAL		4x4	SE Admin	Add			
9	6	S5	SIGNAL	4x4	2x3	S Campus	Y	4x4	2x3	
10	7	SCE	Edison	8x10		N Classroom	N			

#	Designation	Size	Lid Inscription	Location	6" ring	12" Ring	18" ring	Custom Windows	Lead Time	Required Delivery Date	Notes
1	P1	2x3	POWER	NW Kinder					4-5 Days	11/12/2018	in stock
2	S1	4x4	SIGNAL	NW Kinder					4-5 Days	11/12/2018	in stock
3	P2	4x4	POWER	N Classroom	1			24x16	5-6 weeks	11/12/2018	custom cast = long lead item
4	S2	4x4	SIGNAL	N Classroom	1			24x16	5-6 weeks	11/12/2018	custom cast = long lead item
5	P3	2x3	POWER	NE Admin					4-5 Days	tbd	in stock
6	S3	6x6	SIGNAL	NE Admin				36x18	5-6 weeks	tbd	custom cast = long lead item
7	P4	2x3	POWER	SE Admin					4-5 Days	tbd	in stock
8	S4	4x4	SIGNAL	SE Admin	1			24x16	5-6 weeks	tbd	custom cast = long lead item
9	S5	4x4	SIGNAL	S Campus					4-5 Days	tbd	
10	SCE	8x10		N Classroom					1-2 weeks	tbd	SCE Slab Box, in stock

Mckinna Elementary UG Vaults





REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 26

Project: McKinna Elementary School Reconstruction

Date: 09-13-18

Discipline: Electrical

Subject: Ductbank Routing

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
E201		

QUESTION

The path between Bldg. 4, & 2 could not fit sewer, storm drain, and electrical duct bank in that region, due to zone of influence. We would like to suggest re-routing of electrical, and low voltage duct banks as shown in the attached sketch.

Please confirm that the proposed routing is acceptable.

ANSWER

9/25/2018 - Perkins Eastman Dougherty and Bernards will coordinate these modifications via an ASI or change order.

9/26/2018 - REVISED RESPONSE

The proposed re-routing of power and low voltage conduits per RFI sketch attachment C001 and per our telephone conferences is acceptable. Please see attached SKE-1 for UG power and low voltage conduits requirements and location of underground concrete pullboxes. The underground conduit requirement for clock was removed per RFI -22. The UG conduit requirement for telephone was removed except to Building #2 from building #1 which we need for the elevator.

The revised electrical drawings due to this changes will be issued at a later date. The conduits noted on the attached SKE-1 have been evaluated in terms of voltage drops and wire fill capacity and can be installed now to get the project moving forward.

PETER MARZO --PEG

9/26/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Taft Electric Co	Matt Gobuty	9/27/2018
		9/27/2018



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 26

Project: McKinna Elementary School Reconstruction

Date: 09-13-18

Discipline: Electrical

Subject: Ductbank Routing

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Matt Gobuty - Taft Electric Co- Author Number: 4

Submitted By: Arvind Balaji - Bernards

Project: McKinna Elementary School Reconstruction

REQUEST FOR INFORMATION

Job No. 1643.

2 of 2

Report Date: 9/27/2018



REQUEST FOR INFORMATION

RFI No.: 26

To: Kevin Griendling
Company: Perkins Eastman Dougherty
Project: McKinna Elementary School Reconstruction

Date: 09-13-18
Discipline: Electrical

Subject: Ductbank Routing

Response Requested By: 09-18-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

The path between Bldg. 4, & 2 could not fit sewer, storm drain, and electrical duct bank in that region, due to zone of influence. We would like to suggest re-routing of electrical, and low voltage duct banks as shown in the attached sketch

Please confirm that the proposed routing is acceptable.

ANSWER

The proposed re-routing of power and low voltage conduits per RFI sketch attachment C001 and per our telephone conferences is acceptable. Please see attached SKE-1 for UG power and low voltage conduits requirements and location of underground concrete pullboxes. The underground conduit requirement for clock was removed per RFI -22. The UG conduit requirement for telephone was removed except to Building #2 from building #1 which we need for the elevator.

The revised electrical drawings due to this changes will be issued at a later date. The conduits noted on the attached SKE-1 have been evaluated in terms of voltage drops and wire fill capacity and can be installed now to get the project moving forward.

PETER MARZO --PEG
9/26/18

Response Provided By: _____
Name Company Date

Question Initiated By: Matt Gobuty - Taft Electric Co - Author Number: 4

Submitted By: Arvind Balaji - Bernards

GENERAL NOTES:

1. ALL GRADING SHALL CONFORM TO THE CITY OF OXNARD GRADING ORDINANCE AND THE LATEST EDITIONS OF THE CITY OF OXNARD DEPARTMENT OF PUBLIC WORKS STANDARDS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC), AND THE CITY OF OXNARD STANDARD LAND DEVELOPMENT SPECIFICATIONS.
2. ALL DAMAGE CAUSED TO PUBLIC STREETS, INCLUDING HAUL ROUTES, ALLEYS, SIDEWALKS, CURBS OR STREET FURNISHINGS, OR TO PRIVATE PROPERTY SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE ENGINEER'S SATISFACTION.
3. THE CONTRACTOR SHALL REMOVE AND REPLACE ANY EXISTING BROKEN OR DAMAGED SIDEWALK, CURB, GUTTER OR ASPHALT PAVING (PATCH, REPAIR OR OVERLAY) AND UPGRADE THE ALLEY ADJACENT TO THE PROPERTY TO CURRENT CITY STANDARDS AS DIRECTED BY THE ENGINEER.
4. PAVEMENT REMOVAL AND REPLACEMENT SHALL BE IN CONFORMANCE WITH THE CITY OF OXNARD STANDARDS AND SPECIFICATIONS. COMPACT EFFORTS SHALL NOT DISTURB ADJACENT STREET STRUCTURAL SECTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SUCH DAMAGE.
5. ALL UNDERGROUND SEWER, STORM DRAIN, AND WATER PIPELINES, ELECTRIC POWER, TELEPHONE OR CABLE TV CONDUITS AND CABLE AND GAS PIPELINES SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF CURBS, GUTTERS, SIDEWALKS AND PAVEMENT.
6. WHERE JOINING THE EXISTING PAVEMENT, SAWCUT TO SOUND PAVEMENT AND OVERLAY AS REQUIRED TO PROVIDE PROPER GRADE AND CROSS-SLOPE. ANY UNSOUND PAVEMENT SHALL BE REPLACED AS REQUIRED BY THE ENGINEER.
7. THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING SURVEY MONUMENTATION DURING GRADING AND ALL SUBSEQUENT CONSTRUCTION. CONTRACTOR SHALL GIVE THE ENGINEER ADEQUATE NOTICE, BEFORE DISTURBING SAID MONUMENTS, SO THE ENGINEER CAN REPLACE OR RELOCATE ANY EXISTING SURVEY MONUMENTATION.
8. ALL UNSUITABLE MATERIAL SHALL BE REMOVED AS REQUIRED BY THE SOILS ENGINEER (AND ENGINEERING GEOLOGIST, WHERE EMPLOYED) FROM ALL AREAS TO RECEIVE COMPACTED FILL OR DRAINAGE STRUCTURES.
9. ALL DELETERIOUS MATERIAL (E.G. - LUMBER, LOGS, BRUSH, RUBBISH, ETC.) SHALL BE REMOVED FROM ALL AREAS TO RECEIVE COMPACTED FILL AND HAULED TO A DUMP-SITE APPROVED BY THE ENGINEER.
10. ALL AREAS TO RECEIVE COMPACTED FILL SHALL BE INSPECTED AND APPROVED BY THE SOILS ENGINEER (AND ENGINEERING GEOLOGIST, WHERE EMPLOYED) AFTER REMOVAL OF UNSUITABLE MATERIAL AND EXCAVATION OF KEYWAYS AND BENCHES, AND PRIOR TO PLACEMENT OF SUBSURFACE DRAINAGE SYSTEMS OR ANY FILLS. ALL GRATED INLETS SHALL BE ACCESSIBLE; HAVE OPENINGS NO GREATER THAN 1/2 - INCH

ABBREVIATIONS

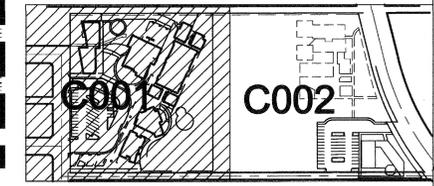
AB	AGGREGATE BASE
AC	ASPHALTIC CONCRETE
BC	BEGINNING OF CURVE
BR	BEGINNING OF CURB RETURN
BM	BENCH MARK
CMB	CRUSHED MISCELLANEOUS BASE
C/L	CENTERLINE
D/W	DOMESTIC WATER
DWG	DRAWING
ECR	END OF CURVE
ECR	END OF CURVE RETURN
EP	EDGE OF PAVEMENT
EX	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOWLINE
FS	FINISH SURFACE
GB	GRADE BREAK
HGL	HYDRAULIC GRADE LINE
INV	INVERT
MIN	MINIMUM
MAX	MAXIMUM
MH	MANHOLE
MISC	MISCELLANEOUS
NTS	NOT TO SCALE
PAD	PAD ELEVATION
PCC	PORTLAND CEMENT CONCRETE
PIP	PROTECT IN PLACE
P/L	PROPERTY LINE
PR	PROPOSED
P/L	PROPERTY LINE
PMB	PROCESSED MISCELLANEOUS BASE
R, RAD	RADIUS
RD	ROOF DRAIN
RIM	MANHOLE RIM ELEVATION
R/W	RIGHT OF WAY
SS	SANITARY SEWER
TC	TOP OF CURB
TG	TOP OF GRATE
TW	TOP OF WALL

LEGEND

	SAWCUT
	GRADE BREAK
	RIGHT OF WAY
	RETAINING WALL
	BLOCK WALL
	FENCE
	EASEMENT LINE
	CURB & GUTTER
	CURB ONLY
	FIRE HYDRANT
	WHEEL STOP
	DRAIN INLET
	CATCH BASIN
	SEWER CLEANOUT
	DRAINAGE CLEANOUT
	DROP INLET WITH SOLID COVER
	STORM DRAIN MANHOLE
	HYDRODYNAMIC SEPARATOR
	SEWER MANHOLE
	UNDERGROUND BASIN
	ASPHALT
	CONCRETE HARDSCAPE

MATCH LINE SEE SHEET C002

SEE RFI ATTACHMENT SKE-1 FOR QUANTITY AND SIZES OF POWER AND LOW VOLTAGE CONDUITS REQUIREMENT ON THE PROPOSED NEW UNDERGROUND CONDUIT RE-ROUTING

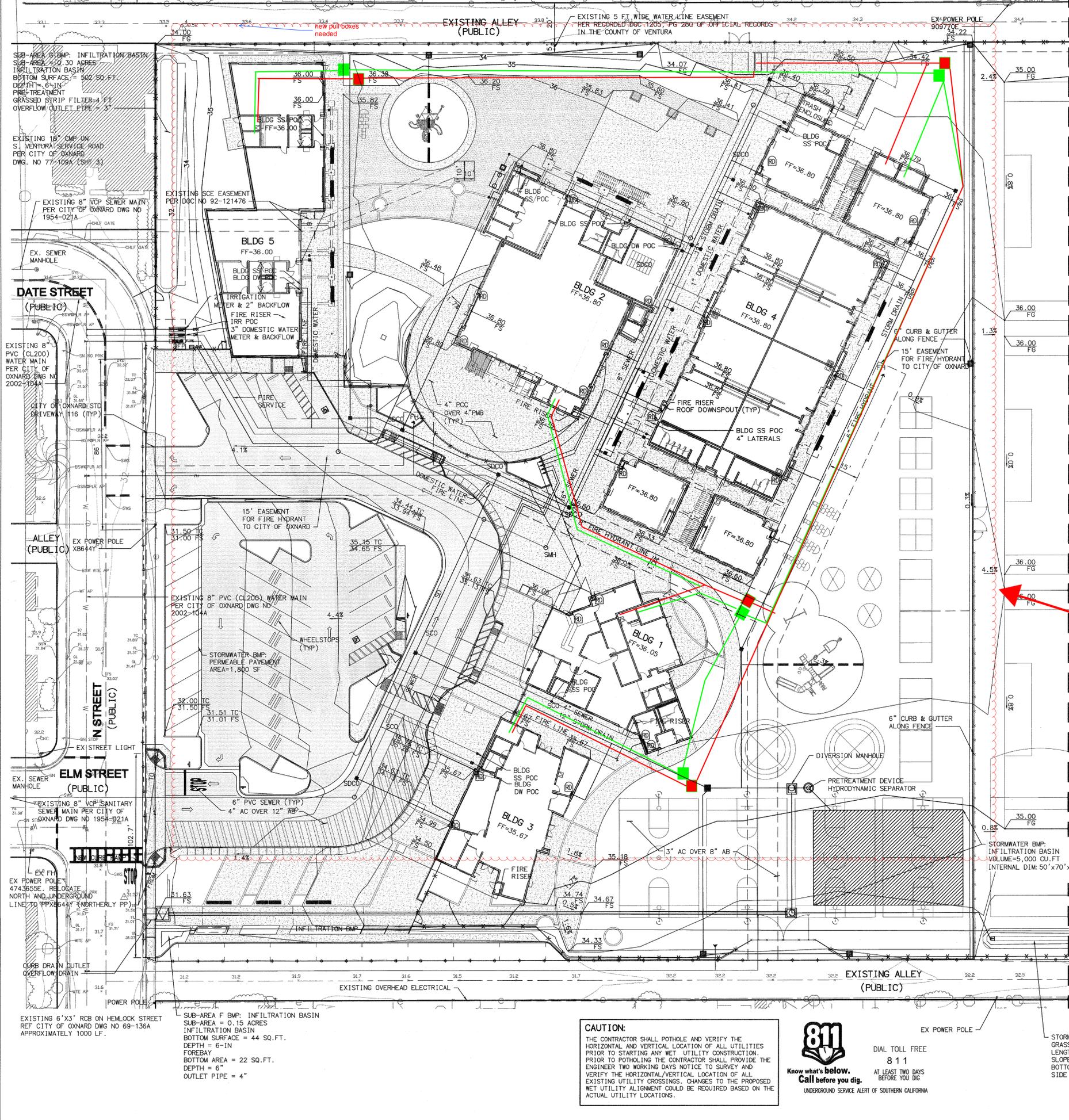


STORMWATER BMP: GRASSED SWALE FILTER LENGTH = 100 LF SLOPE = 0.5% BOTTOM WIDTH = 2 FT SIDE SLOPES = 4:1

KEYMAP 1"=200'

CAUTION:
THE CONTRACTOR SHALL POTHOLE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO STARTING ANY WET UTILITY CONSTRUCTION. PRIOR TO POTHOLES THE CONTRACTOR SHALL PROVIDE THE ENGINEER TWO WORKING DAYS NOTICE TO SURVEY AND VERIFY THE HORIZONTAL/VERTICAL LOCATION OF ALL EXISTING UTILITY CROSSINGS. CHANGES TO THE PROPOSED WET UTILITY ALIGNMENT COULD BE REQUIRED BASED ON THE ACTUAL UTILITY LOCATIONS.

811
DIAL TOLL FREE 8 1 1
Call before you dig.
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA



SUB-AREA G BMP: INFILTRATION BASIN
SUB-AREA = 0.30 ACRES
INFILTRATION BASIN
BOTTOM SURFACE = 502 SQ. FT.
DEPTH = 6'-IN
PRE-TREATMENT
GRASSED STRIP FILTER-4 FT
OVERFLOW OUTLET PIPE = 3"

EXISTING 18" CMP ON S.I. VENTURA SERVICE ROAD PER CITY OF OXNARD DWG. NO 77-109A (SHT 3)

EXISTING 8" VCP SEWER MAIN PER CITY OF OXNARD DWG NO 1954-021A

EXISTING SCE EASEMENT PER DOC NO 92-121476

DATE STREET (PUBLIC)

EXISTING 8" PVC (CL200) WATER MAIN PER CITY OF OXNARD DWG NO 2002-104A

EXISTING 8" VCP SANITARY SEWER MAIN PER CITY OF OXNARD DWG NO 1954-021A

ALLEY (PUBLIC)

N STREET (PUBLIC)

EXISTING 8" VCP SANITARY SEWER MAIN PER CITY OF OXNARD DWG NO 1954-021A

ELM STREET (PUBLIC)

EXISTING 8" VCP SANITARY SEWER MAIN PER CITY OF OXNARD DWG NO 1954-021A

EXISTING 6" X3" RCB ON HEMLOCK STREET REF CITY OF OXNARD DWG NO 69-136A APPROXIMATELY 1000 LF.

SUB-AREA F BMP: INFILTRATION BASIN
SUB-AREA = 0.15 ACRES
INFILTRATION BASIN
BOTTOM SURFACE = 44 SQ. FT.
DEPTH = 6'-IN
FOREBAY
BOTTOM AREA = 22 SQ. FT.
DEPTH = 6"
OUTLET PIPE = 4"

EXISTING OVERHEAD ELECTRICAL

EXISTING 6" X3" RCB ON HEMLOCK STREET REF CITY OF OXNARD DWG NO 69-136A APPROXIMATELY 1000 LF.

EXISTING 6" X3" RCB ON HEMLOCK STREET REF CITY OF OXNARD DWG NO 69-136A APPROXIMATELY 1000 LF.

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EXISTING 6" X3" RCB ON HEMLOCK STREET REF CITY OF OXNARD DWG NO 69-136A APPROXIMATELY 1000 LF.



MCKINNA ES
OXNARD SCHOOL DISTRICT
1611 S. J STREET, OXNARD, CA 93030

JOB	01-10157
SCALE	1"=20'
PM	SU
DATE	3/2/18

CIVIL - CONSTRUCTION DOCUMENTS
GRADING & DRAINAGE PLANS

DOUGHERTY
COSTA MESA OAKLAND
www.dougherty.us
C001





CHANGE ORDER REQUEST

COR No. 231 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 183 - IDF Room at South Side of Building 4

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	13,161
	Subtotal:	13,161
Contractual Costs		
Fee		679
Subcontract Default Insurance		158
CCIP		166
Contractor Bond		101
	Subtotal:	1,104
Total Change Order Request Amount:		14,265

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

MERITED
 NOT MERITED



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Change Order Request #018: Bldg 4 IDF Relocation

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, FIELD CHANGE, SCHEDULE IMPACT, LOCATION, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Bldg 4 IDF Relocation

CHANGE REASON: RFI Directive

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Relocate Bldg 4 IDF per RFI 183

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:

- Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system.
Any weather proofing or sealing of exterior penetrations for water intrusion.
Any fire proofing or sealing complete.
Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
Any and all parts and labor not specifically listed above or within.
Any abatement including asbestos removal or containment.
Any permits or fees.
Any costs associated with the design, engineering (including wet stamps), or approval process.
Any access panels.

ATTACHMENTS:

Job ID: 2281 MCKINNA COR

Project: 2281 McKinna COR



Takeoff

Vendor: TAFT

Labor Level: LABOR 1

15 May 2019 16:38:33

Region: CE 015 IDF RELOCATION

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
10055	120.00	FT	M	4	EMT	8.1501	978.01	0.1600	19.20
10047	100.00	FT	M	3/4	EMT	0.8275	82.75	0.0500	5.00
20177	4.00	EA	M	4	EMT 90-DEG ELBOW	74.6814	298.73	1.0000	4.00
20187	4.00	EA	M	4	EMT 45-DEG ELBOW	75.8088	303.24	1.0000	4.00
160831	7.00	EA	M	4	EMT 2-HOLE STEEL STRAP	5.5763	39.03	0.0700	0.49
TITLE	2.00		M	2-1/8 DEEP	BOX 5S BLANK	0.0000	0.00	0.0000	0.00
150120	2.00	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1/2>3/4KO	5.6437	11.29	0.3000	0.60
160723	2.00	EA	M	24"	T-BAR BOX HANGER	4.5342	9.07	0.0360	0.07
150151	2.00	EA	M		4-11/16" BLANK CVR	0.8293	1.66	0.0800	0.16
160573	12.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.22	0.0240	0.29
100080	2.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	1.50	0.0400	0.08
100095	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1368	0.14	0.0390	0.04
100094	2.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1322	0.26	0.0325	0.07
100269	4.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.10
TITLE	110.00		M		4 #10 THHN	0.0000	0.00	0.0000	0.00
70030	440.00	FT	M	10	THHN/THWN CU (SOL)	0.1623	71.42	0.0070	3.08
160803	15.00	EA	M	3/4	EMT 1-HOLE STEEL STRAP	0.3906	5.86	0.0400	0.60
Phase Totals:							1,803.17		37.77
Job Totals:							1,803.17		37.77

Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003

Phone: 805-642-0121

Web: www.taftelectric.com

PacifiCom

Pacific Coast Sound and Communications
 330 N. Wood Road, Suite L • Camarillo, CA 93010
 (805) 987-1351 • (805) 647-2823 • Fax (805) 987-1353
 www.pacificomusa.com • License #529914 (C7/C10)

CHANGE ORDER PROPOSAL

Taft Electric Company

ATTENTION: Matt Gobuty

Mc Kinna Elementary School Reconstruction

Purchase order # 2281
 Sales order # 5423

June 3, 2019

DESCRIPTION:	IDF Relocation (proposal request #19)				
MATERIAL ADD					
QTY	PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT COST	EXTENDED COST
5850	10GXS12 Series	Belden	Data Cable	\$0.53	\$3,109.16
160	DF4X1C	Carlon	1" Innerduct	\$1.00	\$160.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL ADD PRICE					\$3,269.16

MATERIAL DEDUCT					
QTY	PART NUMBER	MFG	DESCRIPTION	UNIT COST	EXTENDED COST
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL DEDUCT PRICE					\$0.00

LABOR CHARGES				
DATE	INSTALLER	HOURS	LABOR RATE	EXTENDED COST
		20	\$75.00	\$1,500.00
TOTAL LABOR PRICE				\$1,500.00

MATERIALS COSTS	ADD	\$3,269.16
	DEDUCT	\$0.00
	TOTAL ADD/DEDUCTS	\$3,269.16
	TOTAL COST OF MATERIALS	\$3,269.16
MATERIALS PRICE FOR PROJECT	TOTAL MARKED UP MATERIALS	\$3,759.53
	SALES TAX	\$291.36
	FREIGHT	\$375.95
MARK UP AND LABOR COSTS	LABOR COST	\$1,500.00
	PROFIT & OVERHEAD LABOR	\$225.00
	TOTAL LABOR	\$1,725.00

TOTAL CHANGE ORDER AMOUNT: \$6,151.85

With payment to be made as follows: Based on original contract.

EXCEPTIONS THAT MAY APPLY:

Authorized

Signature:


Glenn Vacca General Manager

Taft Electric Company

This proposal may be withdrawn by us if not accepted within 15 days.

DATE: _____

CONTRACTOR

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. I agree to all agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workmen's compensation insurance.



REQUEST FOR INFORMATION

RFI No.: 183

To: Kevin Griendling
Company: Perkins Eastman Dougherty
Project: McKinna Elementary School Reconstruction
Subject: IDF room @ South side of Classroom Bldg.

Date: 01-18-19
Discipline: Electrical

Response Requested By: 01-25-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

The IDF located in room 404 will not work. Kindly provide us a new location for IDF serving the south side of Classroom bldg.

ANSWER

Per previous group discussions with the district, the end users, and the architect and contractor, this RFI will be addressed pending a district decision in a future ASI or PR.

Kevin Griendling, AIA

Response Provided By: _____
 Name Company Date

Perkins Eastman

1.29.19

Question Initiated By: Jaime Pace - Bernards

Submitted By: Arvind Balaji - Bernards

PROPOSAL REQUEST

McKinna Elementary School

Number

19

Contractor Bernards

Owner Oxnard School District

Contract Start Date 07.16.18

Date Issued 05.29.19

Submit a cost proposal to complete the work described below. The proposal must meet the requirements of the General Conditions in format and delivered to the Architect in the number of days so-noted. The Contractor is at risk for rework costs if the proposal is not received in the time period specified.

Subject: IDF Relocation

See attached updated sheets for information on the relocated IDF for the southern side of the classroom building.

This is not a change of contract. Do not proceed with the work described until notified by the Owner.

Attachments

None

**Lead
Signature**

Kevin Griendling, AIA
Perkins Eastman Dougherty

**PERKINS
— EASTMAN
Dougherty**



DOOR SCHEDULE

NOTES

- GENERAL NOTES:**
- PROVIDE FIRE RESISTIVE GLAZING WHERE FIRE RATING IS REQUIRED. FIRE RATED GLASS WILL HAVE MAX. AREA OF 100 SQUARE INCHES.
 - MAXIMUM EFFORT TO OPERATE EXTERIOR DOORS IS 5 LBS. NON-RATED GLAZING TO BE 1/4" TEMPERED.
 - DOOR FINISH TO BE PAINT, SEMI-GLOSS.
 - OPERABLE FLOOR HARDWARE PARTS SHALL BE POSITIONED AT MINIMUM OF 34" AND MAXIMUM OF 44" ABOVE THE FINISHED FLOOR OR GROUND.
 - SEE FLOOR PLANS FOR DOOR SIGNAGE LOCATION.

DOOR SCHEDULE

LEGEND

- MATERIAL**
- AL ALUMINUM
 - CL CHAINLINK
 - FR FIRE RESIST. GLAZING
 - HM HOLLOW METAL
 - MTL METAL
 - MFR MANUFACTURER
 - SCW SOLID CORE WOOD
 - SS STAINLESS STEEL
 - STL STEEL
 - T TEMPERED GLAZING
 - WD WOOD
 - WI WROUGHT IRON
- FINISH**
- A-1 CLEAR ANODIZED
 - P-1 PAINT (SEMI-GLOSS)
 - PC-1 POWER-COATED

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
 OXNARD SCHOOL DISTRICT
 1611 SOUTH J STREET, OXNARD, CA 93033

JOB 21710.00
 SCALE AS NOTED
 PM DM
 DATE 05/09/2019
 ASI_002 10.04.18
 CC05 02.13.19
 CCD012 05.06.19
 PR_19 05.23.19

DOOR AND GATE SCHEDULE

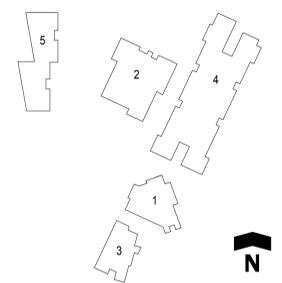
COSTA MESA | OAKLAND
www.dougherty.us

A013

IDENTIFICATION STAMP
DIVISION OF REGULATION CT SERVICES

FILE NO: 56-22
 AA: 03-118371

AC FLS SS
 DATE



ROOM #	DOOR #	SIZE		DOOR			FRAME		DETAILS, SEE SHEET A541 U.N.O.			COMMENTS		
		WIDTH	HEIGHT	TYPE	MATERIAL	FINISH	HARDWARE GROUP	PH	FIRE RATING	MATERIAL	FINISH		HEAD	JAMB
101	1	6'-0"	7'-0"	DD	AL	A-1	A582	PH	-	AL	A-1	SEE A014	SEE A014	A8&L8/A523
101	2	3'-0"	7'-0"	D	AL	A-1	A482	PH	-	AL	A-1	SEE A014	SEE A014	A8
103	1	3'-0"	7'-0"	D	SCW	P-1	A032	PH	-	HM	P-1	L5/A522	L10/A522	L5/A522
103	2	3'-0"	7'-0"	D	AL	A-1	A482	PH	-	AL	A-1	SEE A014	SEE A014	A8
104	1	3'-0"	7'-0"	D	AL	A-1	A010	PH	-	AL	A-1	SEE A014	SEE A014	A8
105	1	3'-0"	7'-0"	A	SCW	P-1	040	PH	-	HM	P-1	C2	C4	C10
106	1	3'-0"	7'-0"	A	SCW	P-1	030	PH	-	HM	P-1	C2	C4	C6
107	1	3'-0"	7'-0"	A	SCW	P-1	020	PH	-	HM	P-1	C2	C4	C6
109	1	3'-0"	7'-0"	B	SCW	P-1	030	PH	-	HM	P-1	C2	C4	C6
110	1	3'-0"	7'-0"	B	SCW	P-1	030	PH	-	HM	P-1	C2	C4	C6
111	1	3'-0"	7'-0"	D	HM	A-1	A483R	PH	-	HM	P-1	K6/A524	L10/A523	L6/A523
112	1	3'-0"	7'-0"	A	SCW	P-1	020	PH	-	HM	P-1	C2	C4	C6
113	1	3'-0"	7'-0"	A	SCW	P-1	020	PH	-	HM	P-1	C2	C4	C6
114	1	3'-0"	7'-0"	D	HM	P-1	A482	PH	-	HM	P-1	L6/A523	L10/A523	L6/A523
115	1	3'-0"	7'-0"	D	HM	P-1	A482	PH	-	HM	P-1	L6/A523	L10/A523	L6/A523
115	2	3'-0"	7'-0"	D	SCW	P-1	A012	PH	-	HM	P-1	L5/A522	C4	L6/A523
116	1	3'-0"	7'-0"	A	HM	P-1	442.1R	PH	-	HM	P-1	E2	E4	E6
117	1	3'-0"	7'-0"	A	HM	P-1	442.1R	PH	-	HM	P-1	E2	E4	E6
118	1	3'-0"	7'-0"	A	HM	P-1	453	PH	-	HM	P-1	E2	E4	E6
118	1	3'-0"	7'-0"	A	HM	P-1	453.4	PH	-	HM	P-1	E2	E4	E6
120	1	3'-0"	7'-0"	C	HM	P-1	453	PH	-	HM	P-1	E2	E4	E6
201	1	6'-0"	7'-0"	DD	AL	A-1	A582	PH	-	AL	A-1	SEE A015	SEE A015	L8/A523
201	2	6'-0"	8'-0"	DD	AL	A-1	A582	PH	-	AL	A-1	SEE A015	SEE A015	L8/A523
201	3	6'-0"	7'-0"	DD	AL	A-1	A582	PH	-	AL	A-1	SEE A015	SEE A015	L8/A523
201	4	3'-0"	6'-10"	D	AL	A-1	A482	PH	-	AL	A-1	SEE A015	SEE A015	L8/A523
201	5	3'-0"	6'-10"	D	AL	A-1	A482	PH	-	AL	A-1	SEE A015	SEE A015	L8/A523
202	1	3'-8"	7'-0"	B	HM	P-1	483.4	PH	-	HM	P-1	E2	E4	E6
202	2	3'-0"	7'-0"	B	SCW	P-1	042.1	PH	-	HM	P-1	C2	C4	C6
204	1	3'-0"	7'-0"	A	HM	P-1	022	PH	-	HM	P-1	E2	E4	E6
205	1	3'-0"	7'-0"	A	SCW	P-1	042	PH	-	HM	P-1	C2	C4	C6
208	1	3'-0"	7'-0"	A	HM	P-1	442.1R	PH	-	HM	P-1	E2	E4	E6
209	1	3'-0"	7'-0"	A	HM	P-1	442.1R	PH	-	HM	P-1	E2	E4	E6
210	1	6'-0"	7'-0"	BB	HM	P-1	244	PH	45 MIN.	HM	P-1	C2	C4	C6
210	2	3'-8"	7'-0"	A	HM	P-1	483.4	PH	-	HM	P-1	E2	E4	E6
211	1	3'-0"	7'-0"	A	SCW	P-1	052	PH	-	HM	P-1	C2	C4	C6
212	1	6'-0"	7'-0"	CC	HM	P-1	251	PH	-	HM	P-1	C2	C4	C6
213	1	3'-0"	7'-0"	A	SCW	P-1	453	PH	-	HM	P-1	E2	E4	E6
214	1	3'-0"	7'-0"	A	SCW	P-1	052.1	PH	-	HM	P-1	C2	C4	C6
215	1	3'-8"	7'-0"	A	HM	P-1	453.4	PH	-	HM	P-1	E2	E4	E6
230	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
231	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
232	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
302	1	6'-0"	7'-0"	DD	AL	A-1	A582	PH	-	HM	P-1	L6/A523	L10/A523	L6 & L8/A523
302	2	6'-0"	7'-0"	DD	AL	A-1	A582	PH	-	HM	P-1	L6/A523	L10/A523	L6 & L8/A523
302	3	6'-0"	7'-0"	DD	AL	A-1	A582	PH	-	HM	P-1	SEE A014	SEE A014	L8/A523
303	1	3'-0"	7'-0"	B	SCW	P-1	A042	PH	-	HM	P-1	C2	C4	C6
304	1	3'-0"	7'-0"	D	AL	A-1	A010	PH	-	AL	A-1	SEE A014	SEE A014	A10
305	1	3'-0"	7'-0"	D	AL	A-1	A010	PH	-	AL	A-1	SEE A014	SEE A014	A10
306	1	3'-0"	7'-0"	B	SCW	P-1	040.1	PH	-	HM	P-1	C2	C4	A10
307	1	3'-0"	7'-0"	D	AL	A-1	A042	PH	-	HM	A-1	C2	C4	C6
307B	2	15' - 9 3/4"	9' - 6 5/8"	F	F	-	960	MFR	MFR	J2	L2	C6	C6	ELECTRICALLY OPERATED OVERHEAD BI-FOLD DOOR
308	1	3'-0"	7'-0"	A	SCW	P-1	020	PH	-	HM	P-1	C2	C4	C6
309	1	3'-0"	7'-0"	A	SCW	P-1	020	PH	-	HM	P-1	C2	C4	C6
310	1	3'-0"	7'-0"	C	HM	P-1	455	PH	-	HM	P-1	E2	E4	E6
311	1	3'-0"	7'-0"	D	AL	A-1	A010	PH	-	AL	A-1	SEE A014	SEE A014	A10
312	1	3'-0"	7'-0"	C	HM	P-1	453	PH	-	HM	P-1	E2	E4	E6
401	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
402	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
403	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
404	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
405	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
406	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
407	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
408	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
409	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
410	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
411	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
411	2	3'-0"	7'-0"	B	SCW	P-1	483	PH	-	HM	P-1	E2	E4	E6
412	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
413	1	3'-0"	7'-0"	A	HM	P-1	483	PH	-	HM	P-1	E2	E4	E6
414	1	3'-0"	7'-0"	A	HM	P-1	468	PH	-	HM	P-1	E2	E4	E6
415	1	3'-0"	7'-0"	A	HM	P-1	463	PH	-	HM	P-1	E2	E4	E6
416	1	3'-0"	7'-0"	A	HM	P-1	483	PH	-	HM	P-1	E2	E4	E6
417	1	3'-0"	7'-0"	A	SCW	P-1	020	PH	-	HM	P-1	C2	C4	C6
418	1	3'-0"	7'-0"	A	HM	P-1	452	PH	-	HM	P-1	E2	E4	E6
418	2	3'-0"	7'-0"	A	HM	P-1	453	PH	-	HM	P-1	E2	E4	E6
419	1	3'-0"	7'-0"	A	HM	P-1	452	PH	-	HM	P-1	E2	E4	E6
421	1	6'-0"	7'-0"	CC	HM	P-1	553	PH	-	HM	P-1	E2	E4	E6
422	1	3'-0"	7'-0"	A	HM	P-1	452	PH	-	HM	P-1	E2	E4	E6
431	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
432	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
433	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
434	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
435	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
436	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
437	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
438	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
439	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
440	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
441	1	3'-0"	7'-0"	B	SCW	P-1	482	PH	-	HM	P-1	E2	E4	E6
441	2	3'-0"	7'-0"	B	SCW	P-1	482	PH	-	HM	P-1	E2	E4	E6
442	1	3'-0"	7'-0"	B	SCW	P-1	442	PH	-	HM	P-1	E2	E4	E6
443	1	3'-0"	7'-0"	A	HM	P-1	483	PH	-	HM	P-1	E2	E4	E6
444	1	3'-0"	7'-0"	A	HM	P-1	468	PH	-	HM	P-1	E2	E4	E6
445	1	3'-0"	7'-0"	A	HM	P-1	453	PH	-	HM	P-1	E2	E4	E6
446	1	3'-0"	7'-0"	A	HM	P-1	483	PH	-	HM	P-1	E2	E4	E6
447	1	6'-0"	7'-0"	CC	HM	P-1	551	PH	-	HM	P-1	E2	E4	E6
448	1	6'-0"	7'-0"	CC	HM	P-1	551	PH	-	HM	P-1	E2	E4	E6
449	1	3'-0"	7'-0"	A	HM	P-1	453	PH	-	HM	P-1	C2	C4	C6
501	1	3'-0"	7'-0"	B	HM	P-1	482	PH	-	HM	P-1	E2	E4	E6
501	2	3'-0"	7'-0"	B	HM	P-1	483	PH	-	HM	P-1	E2	E4	E6
502	1	3'-0"	7'-0"	B	HM	P-1	482							

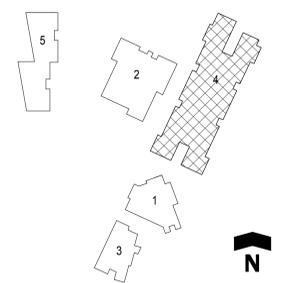
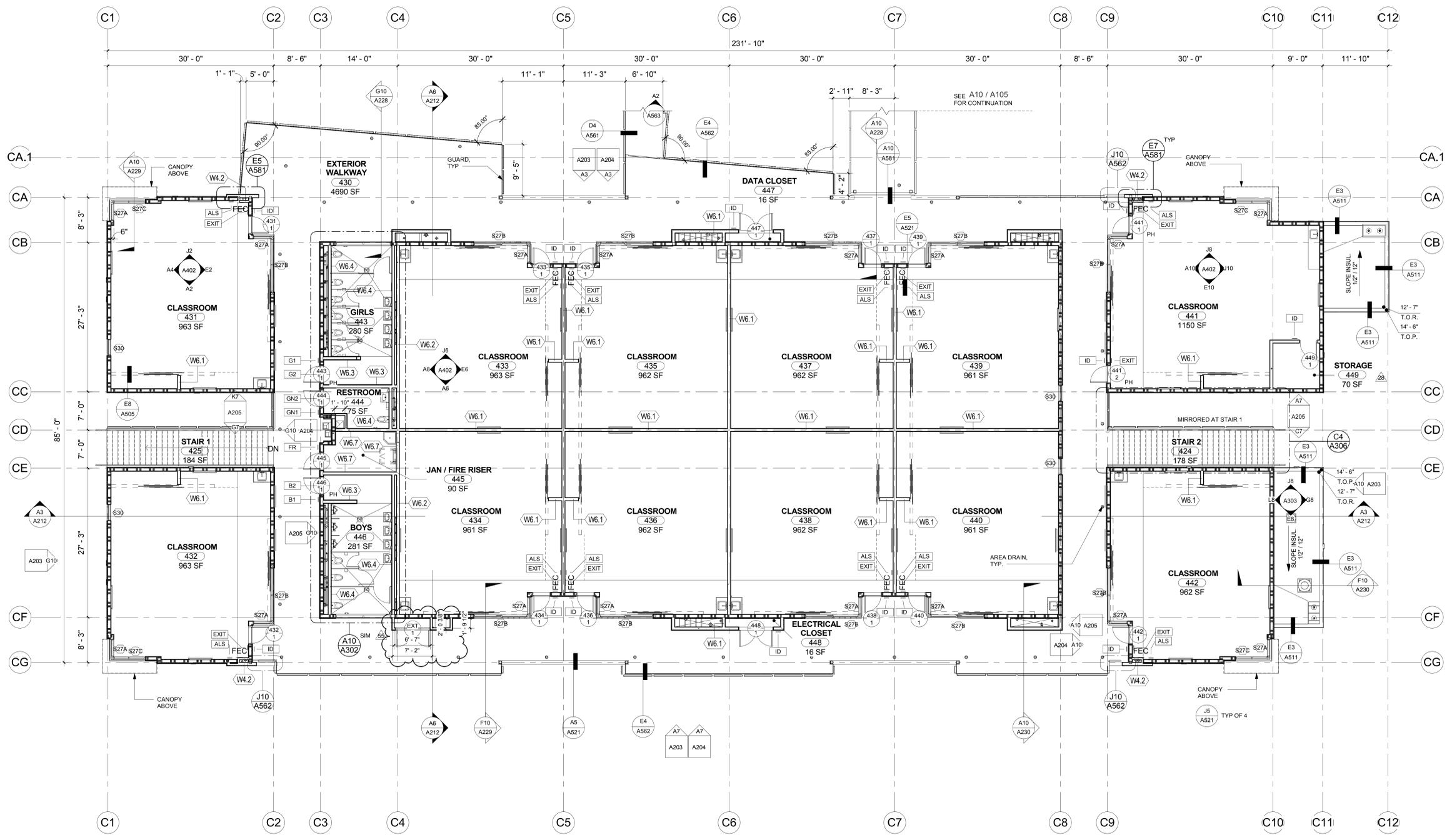


FLOOR PLAN LEGEND

- NON-RATED STUD WALL
- ONE-HOUR RATED STUD WALL
- TWO-HOUR RATED STUD WALL
- CONCRETE MASONRY WALL
- ONE-HOUR RATED FLOOR ASSEMBLY SEE A532
- WALL TYPE - SEE SHEET A011 FOR SCHEDULE
- STOREFRONT TYPE - SEE SHEET A014 AND A015 FOR SCHEDULE
- WINDOW TYPE - SEE SHEET A013 FOR SCHEDULE
- FIRE EXTINGUISHER (BRACKET MOUNTED)
- FIRE EXTINGUISHER WITH CABINET - SEE G10 / A551
- ID SIGNAGE TYPE, SEE A571

FLOOR PLAN NOTES

1. FOR TYPICAL SYMBOLS AND ABBREVIATION SEE G002.
2. SEE SHEET A551 FOR TYPICAL CASEWORK DETAILS.
3. RESTROOMS ON GRADE TO HAVE DEPRESSED SLAB FOR MORTAR BED AND TILE.
4. ONE HOUR RATED WALLS SHALL HAVE CONTINUOUS FIRE PROTECTION FROM FINISH FLOOR TO BOTTOM OF DECK.
5. THE SPACE UNDER STAIRWAYS SHALL NOT BE USED FOR ANY PURPOSE.
6. TRAFFIC COATING SHALL BE PROVIDED AT BALCONIES, STAIR TREADS AND RISERS, AND STAIR LANDINGS. BALCONY SHALL SLOPE TO DRAIN AT 2% MAX. TO EDGE.
7. WINDOW AND DOOR ASSEMBLIES IN FIRE RATED WALLS SHALL MATCH THE FIRE RATING OF THE WALLS.
8. EXTERIOR WALLS TO BE 2X6 AT 16" O.C. WITH PLYWOOD SHEATHING AT EXTERIOR, U.N.O.
9. FOR TYPICAL CURB AT EXTERIOR WALLS SEE A10 / A011
10. SOFFIT FRAMING TO BE 2X6 AT 16" O.C.
11. SEE CLASSROOM 403 IN A10 / A102 FOR TYP BUILDING 2 AND 4 CLASSROOM INFORMATION.
12. SECOND FLOOR DECK DRAINS MAXIMUM 16" O.C., SLOPE TOPPING SLAB TO DRAIN
13. FOR KITCHEN EQUIPMENT SEE FOOD SERVICE PLANS.



IDENTIFICATION STAMP
DIVISION OF REGULATION CT
SERVICES

FILE NO: 56-22
AR: 03-118371

AC: _____ FLS: _____ SS: _____
DATE: _____

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
 OXNARD SCHOOL DISTRICT
 16111 SOUTH J STREET, OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	05/09/2019
18	ASL_004 11.29.18
28	CC05 02.13.19
39	PR_012 04.02.19
55	PR_19 05.23.19

CLASSROOMS (B4) - SECOND
 FLOOR PLAN



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A103

ROOFTOP GAS-ELECTRIC A/C UNIT SCHEDULE

TAG	MANUFACTURER & MODEL NO.	AREA SERVED	FAN SYSTEM					DESIGN COOLING CONDITION					FILTER	HEATING CAPACITY (MBH)			REFRIG. TYPE	UNIT ELECTRICAL				AREA SMOKE DETECTOR FOR SHUTDOWN	OPER. WT. WITH ACCESSORIES (LBS)	ANCHORAGE DETAIL REFERENCE	REMARKS (SEE EQUIPMENT NOTES BELOW)							
			CFM	ESP	RPM	DRIVE	BHP	MIN. CFM REQ.	MAX. CFM W/ CO2	AMP. TEMP. °F	LEAVING DB/WB	ENTERING DB/WB		SENSIBLE (MBH)	TOTAL (MBH)	SEER/EER		INPUT	OUTPUT	EFFICIENCY	V-PH-HZ					AMPS	CFM	V-PH-HZ	HP	AMPS		
AC-2.1	YORK ZJ1803R4A1AFA1A1	MULTI-PURPOSE 201	6,000	.75	998	BELT	4.55	375	2,180	86	57.5	56.3	79.0	67.0	138.1	202.7		12.2	MERV-8	300	240	80%	R-410a	460-3-60	37.6 MCA 40 MDCP	6,000	460-3-60	(2) 2	5.6 FLA	(8)	3,814	(1) (2) (4) (5) (6) (7) (10)
AC-2.2	YORK ZJ1803R4A1AFA1A1	MULTI-PURPOSE 201	6,000	.75	998	BELT	4.55	375	2,180	86	57.5	56.3	79.0	138.1	202.7		12.2	MERV-8	300	240	80%	R-410a	460-3-60	37.6 MCA 40 MDCP	6,000	460-3-60	(2) 2	5.6 FLA	(8)	3,814	(1) (2) (4) (5) (6) (7) (10)	
AC-2.3	YORK ZYG06L4B1AC1A111A1	KITCHEN 202	2,400	.75	1,275	BELT	1.62	400	N/A	86	62.5	57.6	85.0	67.0	58.3	71.4	15.2	12.0	MERV-8	56	45	80%	R-410a	460-3-60	14.3 MCA 20 MDCP	1,800	460-3-60	1	1.6 FLA	(9)	1,249	(1) (3) (4) (5) (7)

NOTE: 1 VERTICAL DISCHARGE UNIT. 2 COMPLETE WITH PROVENT/DOWNDISCHARGE CENTRIFUGAL POWER RELIEF. 3 COMPLETE WITH PROVENT/DOWN DISCHARGE CENTRIFUGAL POWER EXHAUST ECONOMIZER. 4 COMPLETE WITH CD1 14" SEISMIC VIBRATION ISOLATOR CURB. 5 COMPLETE WITH LUVIATA OR RHAN COATING FOR COOL EXTERIOR CABINET AND INTERIOR PIPING. 6 COMPLETE WITH CO2 SENSOR POWERED BY ECONOMIZER. 7 COMPLETE WITH FDD REFRIGERATION CONTROLLER. 8 SHUTDOWN NOT REQUIRED FOR UNIT DUE TO DIRECT EXIT PER CMR 608. 9 UNIT SHALL BE SHUTDOWN WHEN ACTIVATED BY THE FIRE ALARM THROUGH AN AREA SMOKE DETECTOR AND RELAY. SEE ELECTRICAL DRAWINGS. 10 CONTRACTOR TO BALANCE OSA TO MIN AND MAX CFM AIR REQUIREMENTS FOR SYSTEMS FOR CO2 SENSORS. CO2 SET POINT IS TO DETERMINE DAMPER POSITION.

ECONOMIZER SEQUENCE OF OPERATIONS:
 MAX SET: 53F
 DRYBLS SET: 73F
 VENTMAX: TAB to determine voltage corresponding to maximum OSA setpoint on schedule
 VENTMIN: TAB to determine voltage corresponding to minimum OSA setpoint on schedule
 EXH SET: 20%
 (AC-2-1 & AC-2-2) DCV SET: 600 ppm (To be confirmed by MC, if CO2 sensors reads 0 ppm at JADE when bldg is not occupied, the setpoint shall be 600 ppm, CO2 sensors read ~400 ppm when bldg is not occupied, the setpoint shall be 1,000 ppm)

DUCTLESS SPLIT COOLING ONLY/ HEAT PUMP UNIT SCHEDULE

INDOOR UNIT														OUTDOOR UNIT														
TAG	MANUFACTURER & MODEL NO.	AREA SERVED	AIR QUANTITY CFM	EXT. S.P.	REFRIG. PIPE SIZES LIQUID/GAS	ELECTRICAL				AREA SMOKE DETECTOR SHUTDOWN	OPER. WT. (LBS)	ANCHORAGE DETAIL REFERENCE	REMARKS (SEE EQUIPMENT NOTES BELOW)	TAG	MANUFACTURER & MODEL NO.	INDOOR UNIT SERVED	COOLING		HEATING BTU/HR	REFRIG. TYPE	SEER	UNIT MCA	UNIT MCOP	COMPRESSOR RLA	V-PH-HZ	OPER. WT. (LBS)	ANCHORAGE DETAIL REFERENCE	REMARKS (SEE EQUIPMENT NOTES BELOW)
						UNIT MCA	UNIT MCOP	UNIT FLA	V-PH-HZ								CAPACITY - BTU/HR	BTU/HR										
IU-1.1	DAIKIN PKA-A24H47	BUILDING 1 MAIN LAN 820	775	.0	3/8" 5/8"	1.00	15.00	.36	208-1-60	NO	46	(3) M600	(1)	IU-1.1	DAIKIN PUZ-A24MH47	IU-1.1	24,000		N/A	410a	21.4	19	26	7	208-1-60	153	(4) (1) M600 S601	(2) (3)
IU-2.1	DAIKIN PKA-A24H47	BUILDING 2 ELECTRICAL 214	775	.0	3/8" 5/8"	1.00	15.00	.36	208-1-60	NO	46	(3) M600	(1)	IU-2.1	DAIKIN PUZ-A24MH47	IU-2.1	24,000		N/A	410a	21.4	19	26	7	208-1-60	153	(4) (1) M600 S601	(2) (3)
IU-3.1	DAIKIN PKA-A24H47	BUILDING 3 ELECTRICAL 310	775	.0	3/8" 5/8"	1.00	15.00	.36	208-1-60	NO	46	(3) M600	(1)	IU-3.1	DAIKIN PUZ-A24MH47	IU-3.1	24,000		N/A	410a	21.4	19	26	7	208-1-60	153	(4) (1) M600 S601	(2) (3)
IU-4.1	DAIKIN PKA-A24H47	BUILDING 4 DATA 421	920	.0	3/8" 5/8"	1.00	15.00	.57	208-1-60	NO	46	(3) M600	(1)	IU-4.1	DAIKIN PUZ-A24MH47	IU-4.1	24,000		N/A	410a	18.8	25	31	8	208-1-60	214	(4) (1) M600 S601	(2) (3)
IU-4.2	DAIKIN MSZ-IP09WA-U1	BUILDING 4 DATA ROOM	365	.0	1/4" 3/8"	1.4	15.00	1.07	115-1-60	NO	22	(3) M600	(1)	IU-4.2	DAIKIN MUZ-IP09WA-U1	IU-4.2	9,000		N/A	410a	17.0	12	15	8.8	115-1-60	75	(4) (1) M600 S601	(2) (3)
IU-5.1	DAIKIN PKA-A18H47	BUILDING 5 COMM 512	425	.0	1/2" 1/2"	1.00	15.00	.33	208-1-60	NO	29	(3) M600	(1)	IU-5.1	DAIKIN PUZ-A18H47	IU-5.1	18,000		N/A	410a	18.5	11	28	7	208-1-60	89	(4) (1) M600 S601	(2) (3)

NOTE: 1 COMPLETE WITH CONDENSATE PUMP AND HARDWIRED THERMOSTAT. 2 COMPLETE WITH LOW AMBIENT KIT. 3 COMPLETE WITH LUVIATA OR RHAN COATING FOR COOL EXTERIOR CABINET AND INTERIOR PIPING.

EXHAUST FAN SCHEDULE

TAG	MANUFACTURER & MODEL NO.	AREA SERVED	TYPE	FAN SYSTEM						SONES	OPER. WT. W/ ACCESSORIES (LBS)	ANCHORAGE DETAIL REFERENCE	REMARKS (SEE EQUIPMENT NOTES BELOW)	
				CFM	ESP	RPM	HP	WATT	TIP SPEED					V-PH-HZ
EF-1.1	COOK GC-148	TOILET 107	CEILING	140	.125	1,075	N/A	47	2,147	120-1-60	2.5	13	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-1-1 (1) (7)
EF-1.2	COOK GC-148	WOMEN 112	CEILING	140	.125	1,075	N/A	47	2,147	120-1-60	2.5	13	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-1-2 (1) (2) (7)
EF-1.3	COOK GC-148	MEN 113	CEILING	140	.125	1,075	N/A	47	2,147	120-1-60	2.5	13	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-1-3 (1) (2) (7)
EF-1.4	COOK GN-822	GIRLS 116 BOYS 117	INLINE	800	.25	816	1/6	212	1,709	120-1-60	3.0	59	(9) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-1-3 (1) (6)
EF-1.5	COOK 70C2B	ELECTRICAL 119	ROOF	170	.20	1,095	1/6	N/A	2,866	120-1-60	4.8	58	(8) (7) M600 S601	(1) (8) (10)
EF-2.1	COOK GC-166	TOILET 204	CEILING	150	.20	1,100	N/A	49	2,197	120-1-60	3.0	13	(7) M600	(1) (5) (7)
EF-2.2	COOK GC-542	CUSTODIAN 211	CEILING	470	.25	1,418	N/A	159	2,905	120-1-60	3.5	30	(12) M601	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-2-5 (1) (6)
EF-2.3	COOK 1609B	KITCHEN HOOD	ROOF	2,000	1.00	1,157	3/4	N/A	4,997	120-1-60	14.5	145	(10) (7) M600 S601	(3) (4) (9) (10)
EF-2.4	COOK GN-822	GIRLS 208	INLINE	370	.25	1,181	1/6	N/A	1,951	120-1-60	2.0	27	(9) M600	(1) (5) (6)
EF-2.5	COOK GN-822	BOYS 209	INLINE	370	.25	1,181	1/6	N/A	1,951	120-1-60	2.0	27	(9) M600	(1) (5) (6)
EF-3.1	COOK GC-168	STAFF UNISEX 308	CEILING	170	.125	1,160	N/A	54	2,317	120-1-60	3.5	13	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-3-1 (1) (7)
EF-3.2	COOK GC-148	STUDENT UNISEX 309	CEILING	140	.125	1,075	N/A	47	2,147	120-1-60	2.5	13	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-3-2 (1)
EF-4.1	COOK GC-188	JAN 415	CEILING	245	.20	1,450	N/A	111	2,896	120-1-60	6.5	14	(7) M600	(1) (5) (7)
EF-4.2	COOK GC-148	TOILET 417	CEILING	135	.20	1,075	N/A	46	2,147	120-1-60	2.5	13	(7) M600	(1) (5) (7)
EF-4.3	COOK GC-940	ELECT 419	CEILING	1,500	.20	1,040	1/2	N/A	2,196	120-1-60	7.0	77	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-4-2 (1)
EF-4.4	COOK GC-148	TOILET 418	CEILING	135	.20	1,075	N/A	46	2,147	120-1-60	2.5	14	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-4-16 (1) (7)
EF-4.5	COOK GC-188	JAN 445	CEILING	245	.20	1,450	N/A	111	2,896	120-1-60	6.5	15	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-4-5 (1) (7)
EF-4.6	COOK 220C2B	413-414, 416, 443-444, 446	ROOF	3,020	.50	807	1/2	N/A	3,575	120-1-60	6.6	140	(8) (7) M600 S601	(1) (3) (10)
EF-5.1	COOK GC-166	GIRLS 507, BOYS 506	CEILING	180	.20	962	N/A	80.2	1,921	120-1-60	1.3	13	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-5-2 (1) (6) (7)
EF-5.2	COOK GC-166	GIRLS 515, BOYS 514	CEILING	180	.20	962	N/A	80.2	1,921	120-1-60	1.3	13	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-5-3 (1) (6) (7)
EF-5.3	COOK 80C2B	EQUIP STOR 509	ROOF	290	.20	962	1/6	N/A	2,492	120-1-60	3.1	58	(8) (7) M600 S601	(1) (8)
EF-5.4	COOK GC-166	ELEC 511	CEILING	220	.20	1,100	N/A	92	2,197	120-1-60	5.5	14	(7) M600	SEE RELIEF VENT SCHEDULE ON M005 FOR RV-5-8 (1) (7)

NOTE: 1 EXHAUST FAN TO BE COMPLETE WITH BACKDRAFT DAMPER. 2 RELIEF VENT SERVING MORE THAN ONE EXHAUST FAN. 3 COMPLETE WITH SLOPED TYPE CURB. 4 COMPLETE WITH GREASE TROUGH. 5 EXHAUST DISCHARGE THRU WALL LOUVER. 6 COMPLETE WITH FAN SPEED CONTROLLER. 7 WHITE GRILLE. 8 COMPLETE WITH STANDARD ROOF CURB. 9 COMPLETE WITH VENTED CURB WITH HINGED BASE AND VANDAL RESISTANT HARDWARE. 10 FAN CURB SHALL BE PROVIDED WITH MANUFACTURERS COATING TO BE WATER AND SALT ENVIRONMENT RESISTANT.

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 OXNARD, CA 93033

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MECHANICAL SCHEDULES

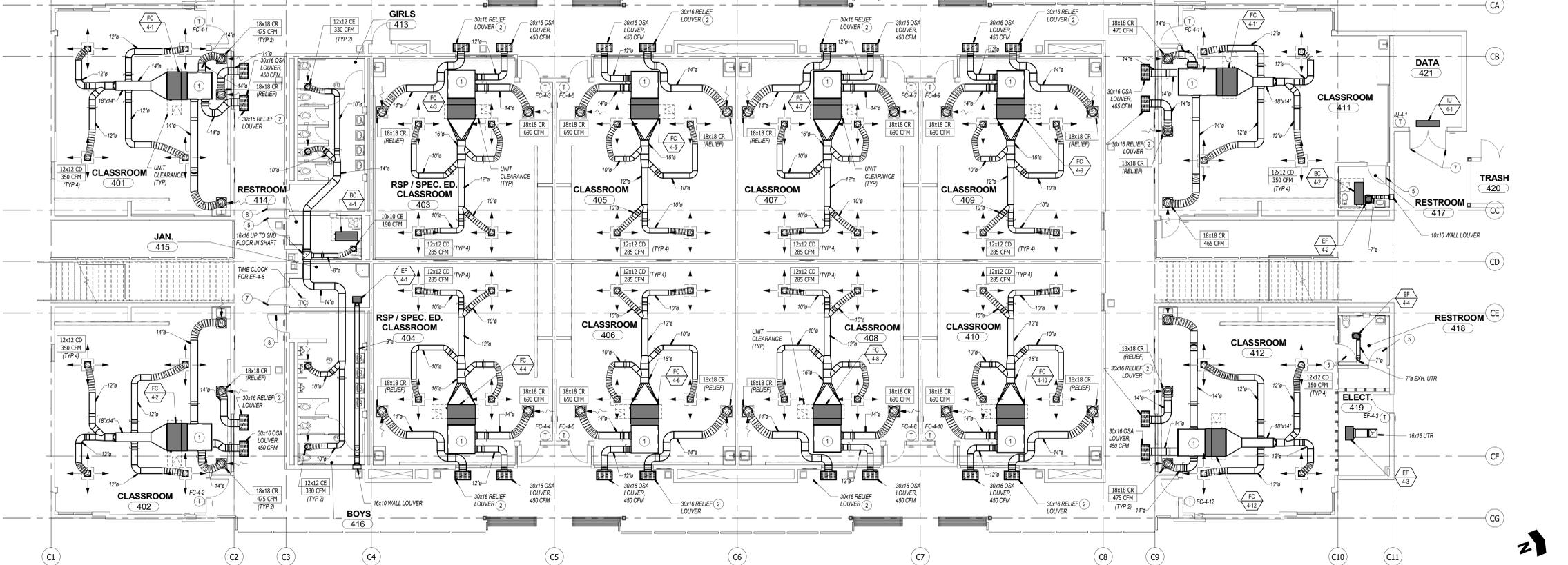


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M002

GENERAL NOTES

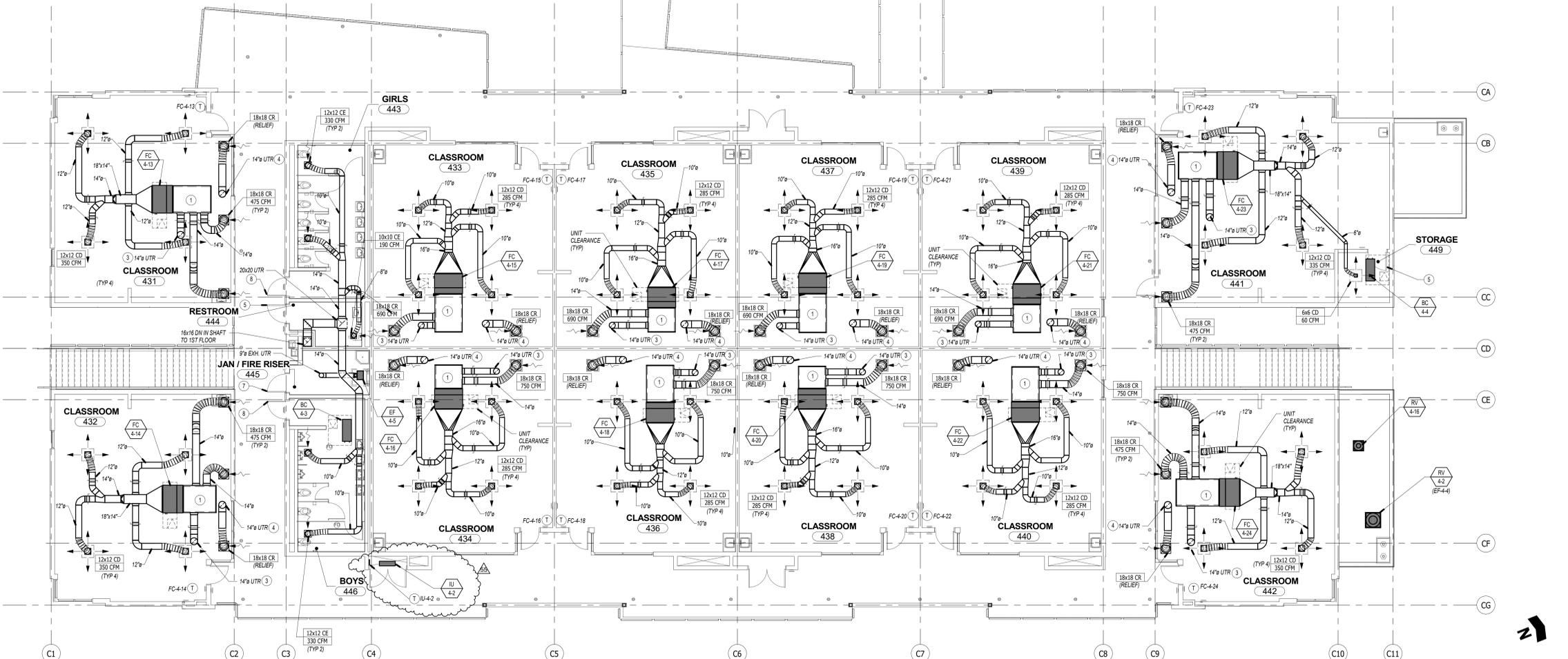
1. FOR EQUIPMENT DETAIL REFERENCES, SEE EQUIPMENT SCHEDULES ON SHEETS M002 THRU M005.
2. FOR DUCTWORK SUPPORT, SEE DETAIL #S 12 AND 13 ON SHEET M600.
3. FOR AIR DISTRIBUTION SUPPORT, SEE DETAIL #S 15 AND 16 ON SHEET M600.
4. FOR THERMOSTAT MOUNTING, SEE DETAIL #14 ON SHEET M600.
5. FOR WIRING DIAGRAMS, SEE SHEET M700.
6. FOR VRF SYSTEM PIPING AND CONTROL DIAGRAMS, SEE SHEETS M701 THRU M703.
7. FOR DUCT SUPPORT ON WALL, SEE DETAIL # 6 ON SHEET M600.
8. FOR REFRIGERANT PIPING LAYOUT, SEE M301 AND M302.
9. ALL HVAC COMPONENTS INSTALLED VISIBLY ON ARCHITECTURAL FINISHES SHALL MATCH THAT SURFACE'S COLOR WITH FACTORY FINISH, UNLESS APPROVED BY THE ARCHITECT.



BUILDING 4 - MECHANICAL FIRST FLOOR PLAN 1/8" = 1'-0" 1

CONSTRUCTION NOTES

1. LINED RETURN AIR PLENUM. HEIGHT TO BE 2" TALLER THAN LARGEST BRANCH DUCT. WIDTH TO MATCH UNIT RETURN OPENING.
2. PROVIDE A BAROMETRIC GRAVITY DAMPER IN RELIEF DUCT.
3. BALANCE OUTSIDE AIR DUCT BRANCH TO INTAKE VENTILATOR TO 450 CFM. SEE SCHEDULE ON SHEET M005.
4. DUCT UP THRU ROOF TO RELIEF VENT. SEE SCHEDULE ON SHEET M005.
5. 14x12 DOOR LOUVER. SEE ARCHITECTURAL PLANS.
6. FULLY LOUVERED DOOR. SEE ARCHITECTURAL PLANS.
7. 24x12 DOOR LOUVER. SEE ARCHITECTURAL PLANS.
8. 30x24 DOOR LOUVER. SEE ARCHITECTURAL PLANS.



BUILDING 4 - MECHANICAL SECOND FLOOR PLAN 1/8" = 1'-0" 2

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CLASSROOMS (B4) - MECHANICAL
 FIRST AND SECOND FLOOR PLANS

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M300

GENERAL NOTES

1. FOR EQUIPMENT DETAIL REFERENCES, SEE EQUIPMENT SCHEDULES ON SHEETS M002 THRU M005.
2. FOR WIRING DIAGRAMS, SEE SHEET M700.
3. FOR VRF SYSTEM PIPING AND CONTROL DIAGRAMS, SEE SHEETS M701 THRU M703.
4. FOR PIPING THRU ROOF, SEE DETAIL #9 ON SHEET M601.
5. ALL HVAC COMPONENTS INSTALLED VISIBLY ON ARCHITECTURAL FINISHES SHALL MATCH THAT SURFACE'S COLOR WITH FACTORY FINISH, UNLESS APPROVED BY THE ARCHITECT.



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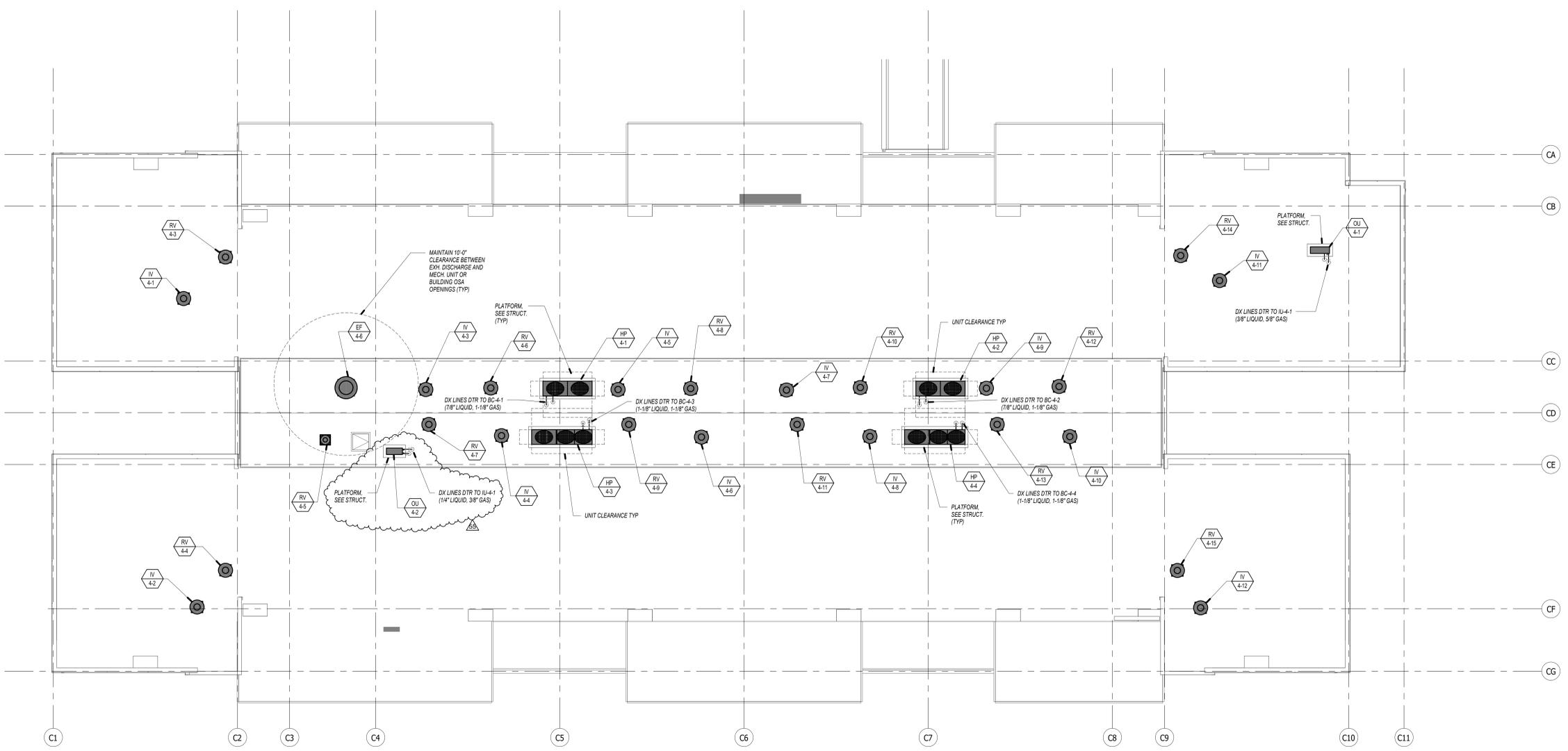
CLASSROOMS (B4) - MECHANICAL ROOF PLAN

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M301

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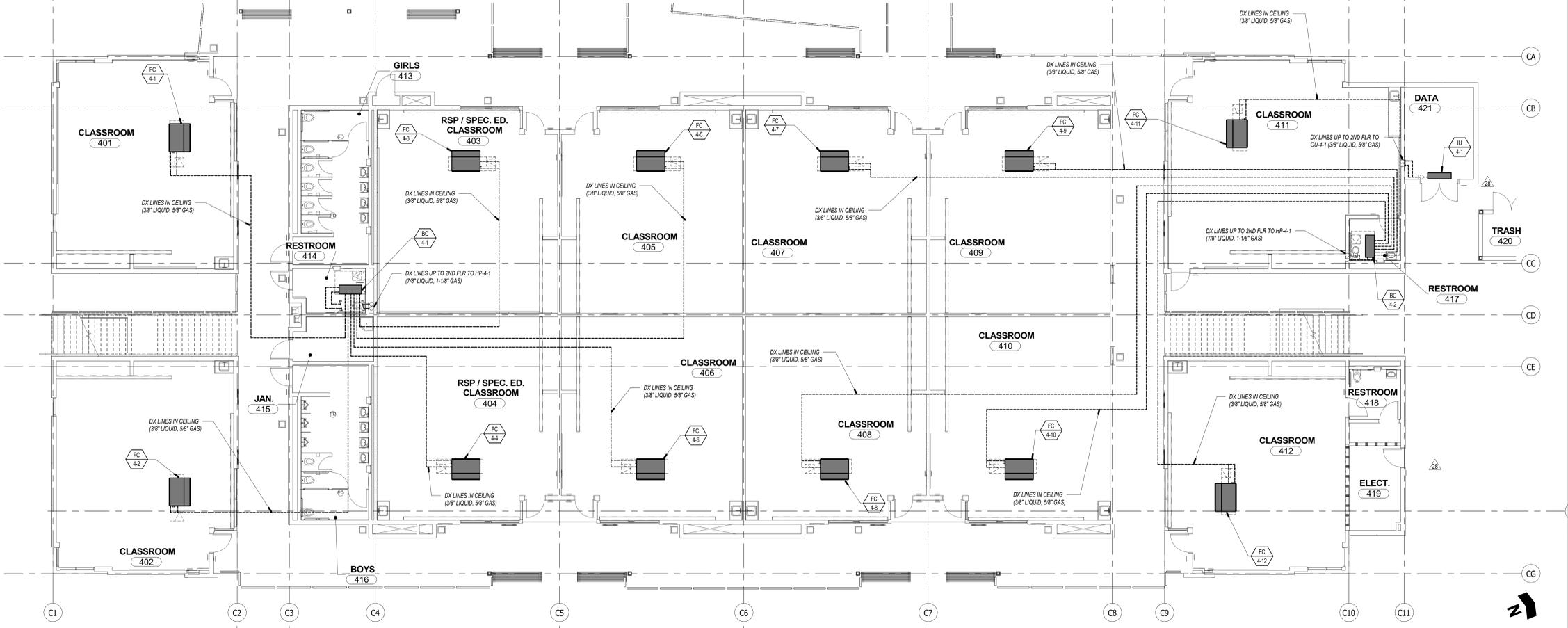
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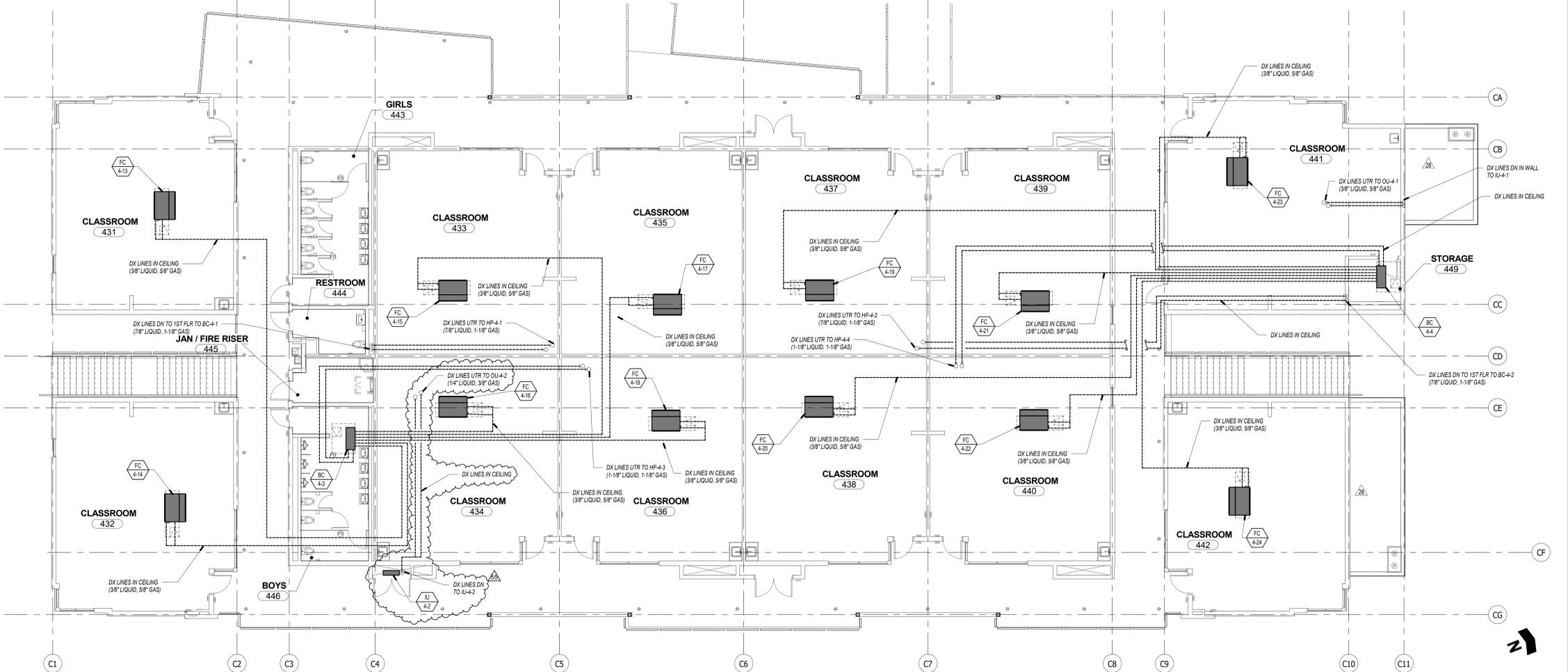
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GENERAL NOTES

1. FOR EQUIPMENT DETAIL REFERENCES, SEE EQUIPMENT SCHEDULES ON SHEETS M002 THRU M005.
2. FOR VRF SYSTEM PIPING AND CONTROL DIAGRAMS, SEE SHEETS M701 THRU M703.
3. FOR REFRIGERANT PIPE SUPPORT, SEE DETAIL # 4 ON SHEET M601.
4. FOR PIPE PENETRATION THRU RATED ASSEMBLY, SEE DETAIL # 10 ON SHEET M601.
5. FOR PIPING THRU ROOF, SEE DETAIL # 9 ON SHEET M601.
6. FOR PIPING SUPPORT TO WALL, SEE DETAIL # 11 ON SHEET M601.
7. ALL HVAC COMPONENTS INSTALLED VISIBLY ON ARCHITECTURAL FINISHES SHALL MATCH THAT SURFACE'S COLOR WITH FACTORY FINISH, UNLESS APPROVED BY ARCHITECT.



BUILDING 4 - MECHANICAL FIRST FLOOR PIPING PLAN 1/8" = 1'-0" 1



BUILDING 4 - MECHANICAL SECOND FLOOR PIPING PLAN 1/8" = 1'-0" 2

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CLASSROOMS (B4) - MECHANICAL FIRST AND SECOND PIPING FLOOR PLANS

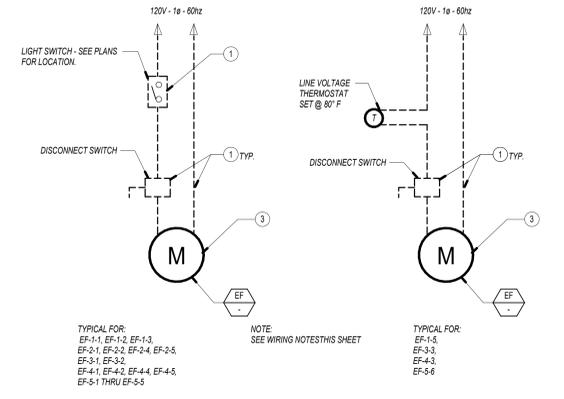
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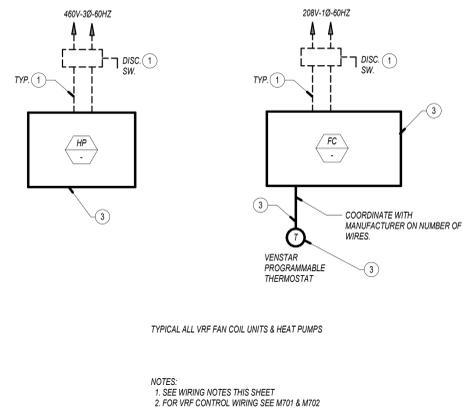
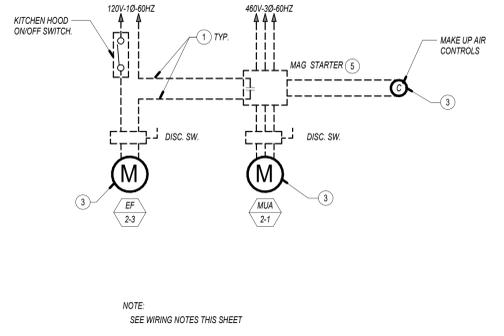
M302

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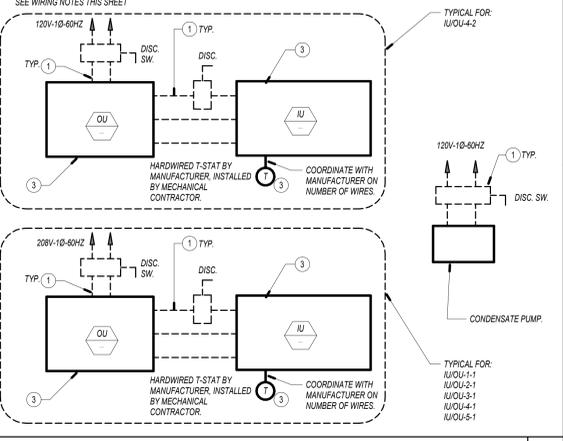
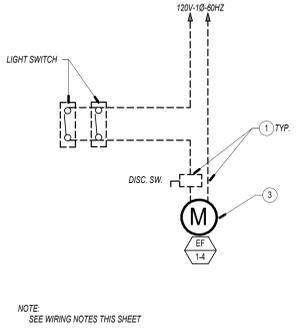


- 1 ALL WIRING AND EQUIPMENT SHOWN DASHED SHALL BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR. WIRING SHALL RUN IN CONDUIT.
- 2 ALL LOW-VOLTAGE WIRING FOR TEMPERATURE CONTROLS SHALL BE FURNISHED AND INSTALLED BY THE CONTROLS CONTRACTOR. IF THERE IS NO SEPARATE CONTROLS CONTRACT, CONDUIT FOR LOW-VOLTAGE WIRING SHALL BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR AND ALL LOW-VOLTAGE WIRING SHALL BE INSTALLED BY MECHANICAL CONTRACTOR. WIRING SHALL RUN IN CONDUIT.
- 3 ALL EQUIPMENT NOT SHOWN DASHED SHALL BE FURNISHED AND INSTALLED BY THE MECHANICAL CONTRACTOR.
- 4 AREA SMOKE DETECTOR FURNISHED BY ELECTRICAL CONTRACTOR.
- 5 MAGNETIC STARTER WITH HAND OFF AUTO SWITCH, INTEGRAL 24V CONTROL POWER TRANSFORMER, 24V HOLDING COIL AND AUXILIARY CONTACTS FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR. WIRING EXTERNAL TO UNIT DEVICES SHALL RUN IN CONDUIT.
- 6 TO ECONOMIZER CONTROLS.

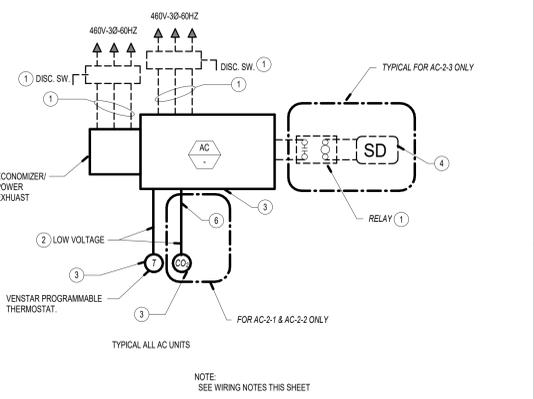
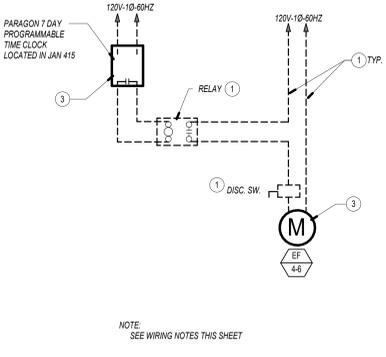
EXHAUST FAN 5 WIRING NOTES 1



KITCHEN HOOD EXHAUST FAN 6 DUCTED SPLIT HEAT PUMP 2



EXHAUST FAN 7 DUCTLESS SPLIT SYSTEM 3



EXHAUST FAN 8 AC UNIT WIRING DIAGRAM 4



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WIRING DIAGRAMS

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M700

GENERAL NOTES

1. FOR LINE TYPES, SYMBOLS & ABBREVIATIONS SEE LEGEND ON P001.
2. ROOF DRAIN AND PIPES ARE BASED ON TABLE 11 @ 3" OF RAIN FALL PER HOUR W/ 1" PIPE SLOPE.
3. COORDINATE EXACT LOCATION OF S.O.V. BACKFLOW DEVICE, WATER METER, GAS METER & GREASE INTERCEPTOR WITH ARCHITECT.
4. SHUT-OFF VALVES SHALL BE PROVIDED ON ALL MAIN BRANCHES, RUNS TO RISERS AND WHERE SHOWN ON DRAWING. LOCATE SHUT-OFF VALVES OVER 1-BAR CEILING WHEN POSSIBLE. PROVIDE ACCESS PANELS WHEN SHUT-OFF VALVES ARE LOCATED OVER HARD LID CEILING.
5. INVERT ELEVATION VALUES CALCULATED AT LOCATION SHOWN ON DRAWING.
6. UNLESS OTHERWISE NOTED ALL CW RISERS FROM FIXTURE TO CEILING ARE 1/2" SEE FUTURE SCHEDULE ON P001.
7. FOR COLD WATER RISER, SEE DETAIL 7 P001.
8. FOR ROOF/OVERFLOW DRAIN, SEE DETAIL 14 P001.
9. FOR FAN COIL CONDENSATE, SEE DETAIL 3 P001.
10. FOR RECESSED HOSE BIBB, SEE DETAIL 5 P001.
11. FOR PIPE SUPPORT TO WALL, SEE DETAIL 6 P001.
12. FOR PIPE PENETRATION THROUGH FOOTING, SEE STRUCTURAL DETAIL 8 S301.
13. FOR WATER CLOSET WALL MOUNTING, SEE DETAIL 8 P001.
14. FOR TRAPEZOID PIPE SUPPORT, SEE DETAIL 1 P001.
15. ALL PLUMBING COMPONENTS INSTALLED VISIBLY ON ARCHITECTURAL FINISHES SHALL MATCH THAT SURFACES COLOR WITH FACTORY FINISH, UNLESS APPROVED BY THE ARCHITECT.
16. NEW OR REPAIRED POTABLE WATER SYSTEMS SHALL BE DISINFECTED PRIOR TO USE, ACCORDING TO THE METHOD SET IN SECTION 609.9 OF THE CPC.
17. PRIOR TO CONSTRUCTION CONTRACTOR SHALL FIELD VERIFY FOR EXACT SIZE, LOCATION AND INVERT ELEVATION OF EXISTING WASTE LINE AND COORDINATE WITH PLUMBING ENGINEER FOR ANY CHANGES NEEDED.



CONSTRUCTION NOTES

1. 3/4" SECONDARY CONDENSATE PIPING ABOVE SINK AND/OR 3/4" CONDENSATE TO SINK TAIL PIECE. SEE DETAIL #3 ON SHEET P001.
2. 3/4" CONDENSATE IN CEILING SPACE.
3. 2" CW IN CEILING SPACE.
4. 1" CW IN CEILING SPACE.
5. 3/4" CW IN CEILING SPACE.
6. 3" RD AND OD DN IN CHASE.
7. 4" RD AND OD DN IN CHASE.
8. 4" RD DN IN CHASE TO BELOW GRADE.
9. 3" OD DN IN CHASE TO DAYLIGHT.
10. 4" OD DN IN CHASE TO DAYLIGHT.
11. 6" RD DN IN CHASE TO BELOW GRADE.
12. 3/4" CW IN WALL.
13. 3/4" CW BELOW GRADE.
14. 4" RD AND OD IN CEILING SPACE.
15. 3" RD AND OD IN CEILING SPACE.
16. 3" RD AND OD EXPOSED IN ROOM DN ALONG WALL.
17. 3" AD DN FROM ABOVE.
18. 3" SD IN CEILING SPACE.

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
OXNARD SCHOOL DISTRICT
16111 SOUTH J STREET
OXNARD, CA 93033

JOB 21710.00
SCALE 1/8" = 1'-0"
PM
DATE 03/15/18
28 CDC5 02.13.19
55 PR 19 05.23.19

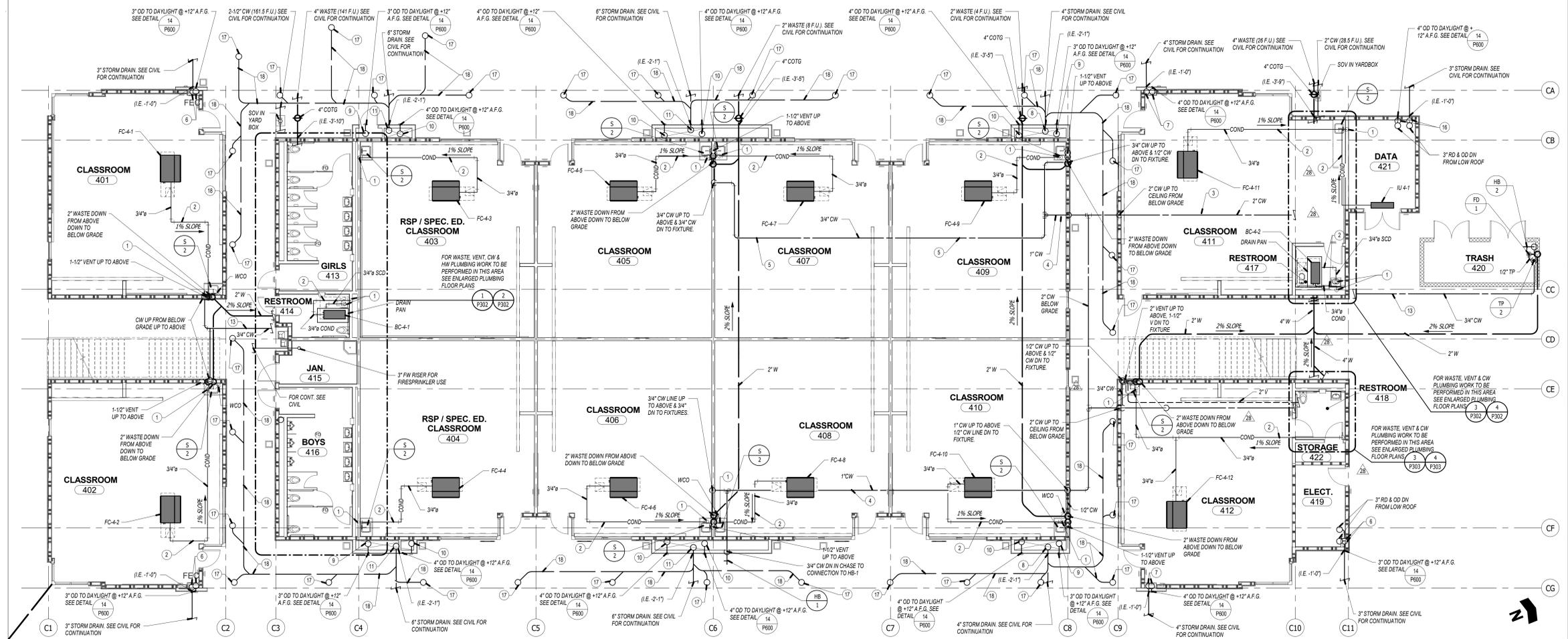
CLASSROOM (B4) - PLUMBING
FIRST AND SECOND FLOOR PLAN

IDENTIFICATION STAMP	
DIVISION OF REGULATION CT SERVICES	
FILE NO:	56-22
AR:	03-118371
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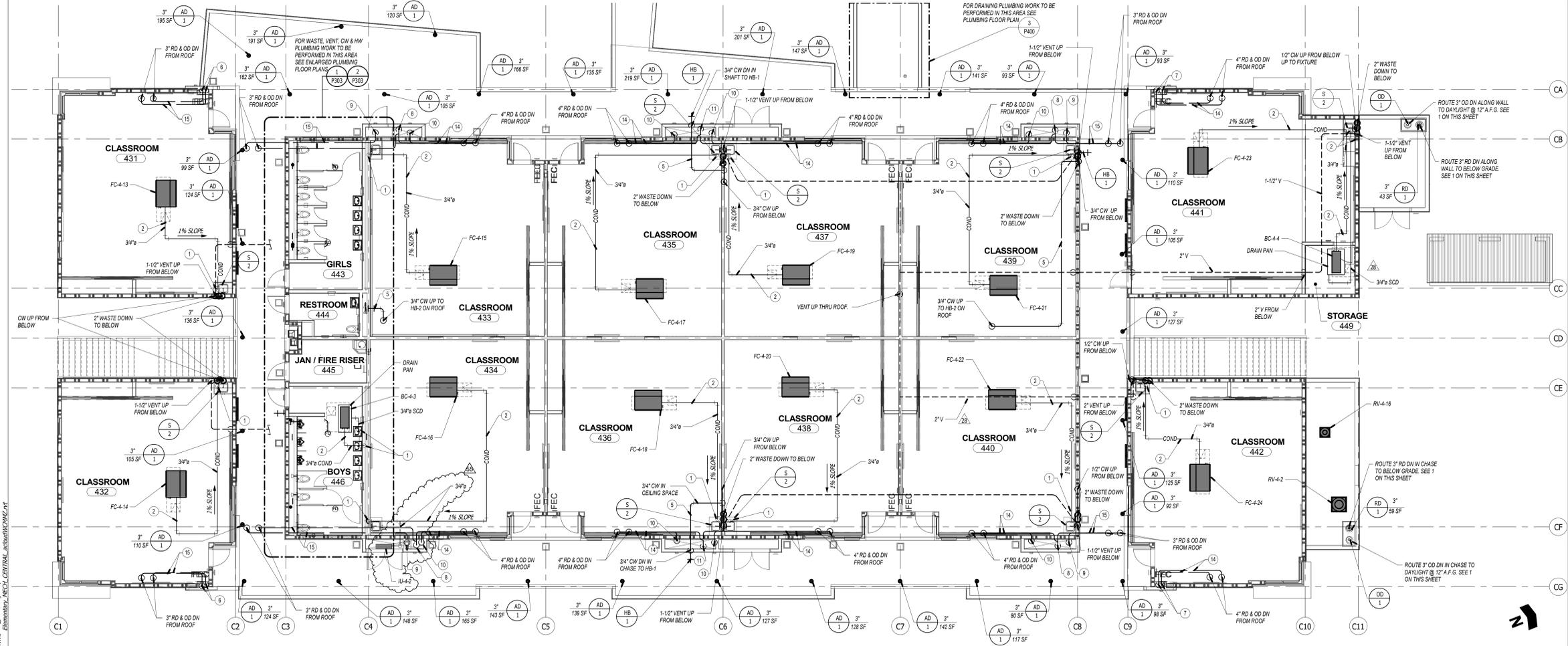


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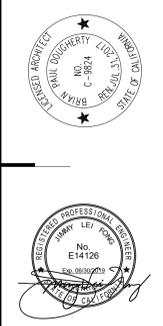


BUILDING 4 - PLUMBING FIRST FLOOR PLAN 1/8" = 1'-0" 1



BUILDING 4 - PLUMBING SECOND FLOOR PLAN 1/8" = 1'-0" 2

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Burbank, CA 91005
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FAX: (618) 748-9160

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OXNARD SCHOOL DISTRICT
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OXNARD, CA 93033

JOB 21710.00
SCALE AS NOTED
PM DM
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28 CC05 02/13/19
31 PR.07 03/01/19
55 PR.19 5/23/19

PANEL SCHEDULES

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E105

PANEL L1A MAIN BRK: 250A BUS RATING: 400A LOCATION: ELECTRICAL ROOM 119 MOUNTING: 10K A.I.C. FULLY RATED SURFACE. Table with columns for LOCATION, WATTAGE, and LOCATION. Includes sub-panel L1B and L1C details.

PANEL L2C MAIN BRK: 70A BUS RATING: 100A LOCATION: CLASSROOM 232 MOUNTING: 10K A.I.C. FULLY RATED SURFACE. Table with columns for LOCATION, WATTAGE, and LOCATION. Includes sub-panel L2B and L2D details.

PANEL L1B MAIN BRK: MAIN LUGS ONLY BUS RATING: 100A LOCATION: ELECTRICAL ROOM 119 MOUNTING: 10K A.I.C. FULLY RATED SURFACE. Table with columns for LOCATION, WATTAGE, and LOCATION. Includes sub-panel L1A and L1C details.

PANEL L3A MAIN BRK: 100A BUS RATING: 100A LOCATION: ELECTRICAL ROOM 310 MOUNTING: 10K A.I.C. FULLY RATED SURFACE. Table with columns for LOCATION, WATTAGE, and LOCATION. Includes sub-panel L3B and L3C details.

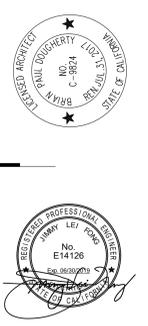
PANEL L2A MAIN BRK: 250A BUS RATING: 400A LOCATION: ELECTRICAL ROOM 214 MOUNTING: 22K A.I.C. FULLY RATED SURFACE. Table with columns for LOCATION, WATTAGE, and LOCATION. Includes sub-panel L2B and L2C details.

PANEL 1L4A MAIN BRK: MAIN LUGS ONLY BUS RATING: 100A LOCATION: ELECTRICAL ROOM 419 MOUNTING: 22K A.I.C. FULLY RATED SURFACE. Table with columns for LOCATION, WATTAGE, and LOCATION. Includes sub-panel 1L4B and 1L4C details.

PANEL L2B MAIN BRK: MAIN LUGS ONLY BUS RATING: 100A LOCATION: ELECTRICAL ROOM MOUNTING: 10K A.I.C. FULLY RATED SURFACE. Table with columns for LOCATION, WATTAGE, and LOCATION. Includes sub-panel L2A and L2C details.

PANEL 1L4B MAIN BRK: MAIN LUGS ONLY BUS RATING: 100A LOCATION: ELECTRICAL ROOM 419 MOUNTING: 10K A.I.C. FULLY RATED SURFACE. Table with columns for LOCATION, WATTAGE, and LOCATION. Includes sub-panel 1L4A and 1L4C details.

PANEL SCHEDULE KEY
L1A L2C
L1B L3A
L2A 1L4A
L2B 1L4B



PACIFIC ENGINEERS GROUP, INC. 2700 W. Mariposa Blvd., Suite 205, Burbank, CA 91505, (818) 748-1758, FAX: (818) 748-9160, TTY: 924

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION, OXNARD SCHOOL DISTRICT, 16.11 SOUTH J STREET, OXNARD, CA 93033

JOB 21710.00, SCALE AS NOTED, PM DM, DATE 3/15/2018, 28 CCD5 02/13/19, 31 PR.07 03/01/19, 55 PR.19 5/23/19

PANEL SCHEDULES, IDENTIFICATION STAMP, DIVISION OF REGULATION CT SERVICES, FILE NO: 56-22, AR: 03-118371, AC FLS SS, DATE

PANEL SCHEDULE KEY: 1L4C L3B, 2L4A L5A, 2L4B L5B, 2L4C LK



E106

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PANEL 1L4C MAIN BRK: MAIN LUGS ONLY BUS RATING: 100A LOCATION ELECTRICAL ROOM 419 MOUNTING: 10K A.I.C. FULLY RATED SURFACE

PANEL L3B MAIN BRK: MAIN LUGS ONLY BUS RATING: 100A LOCATION ELECTRICAL ROOM 310 MOUNTING: 10K A.I.C. FULLY RATED SURFACE

PANEL 2L4A MAIN BRK: 100A BUS RATING: 100A LOCATION ELECTRICAL CLOSET 448 MOUNTING: 10K A.I.C. FULLY RATED SURFACE

PANEL L5A MAIN BRK: 150A BUS RATING: 100A LOCATION ELECTRICAL ROOM 511 MOUNTING: 10K A.I.C. FULLY RATED SURFACE

PANEL 2L4B MAIN BRK: 100A BUS RATING: 100A LOCATION ELECTRICAL CLOSET 448 MOUNTING: 10K A.I.C. FULLY RATED SURFACE

PANEL L5B MAIN BRK: MAIN LUGS ONLY BUS RATING: 100A LOCATION ELECTRICAL ROOM 511 MOUNTING: 10K A.I.C. FULLY RATED SURFACE

PANEL 2L4C MAIN BRK: 100A BUS RATING: 100A LOCATION ELECTRICAL CLOSET 448 MOUNTING: 10K A.I.C. FULLY RATED SURFACE

PANEL LK MAIN BRK: 150A BUS RATING: 225A LOCATION KITCHEN MOUNTING: 10K A.I.C. FULLY RATED FLUSH

PANEL SCHEDULE KEY: 1L4C L3B, 2L4A L5A, 2L4B L5B, 2L4C LK

* PROVIDE "LOCK-ON" DEVICE AT CIRCUIT BREAKER AND SHALL BE WITH RED HANDLE. * PROVIDE 30A-6P, 120V RELAY TO CONTROL THESE CIRCUITS. PROVIDE 34°C-2P12 & 142G FROM RELAY TO ANSUL PANEL FOR AUTOMATIC SHUT-OFF

KEYED NOTES

- 1 MOUNT RECEPTACLE INSIDE AUDIO/VIDEO CABINET.
- 2 20A-2P, 250V WP TOGGLE TYPE SWITCH. CONNECT TO 1.5KW ELECTRIC WATER HEATER.
- 3 3/4"C-2#12 & 1#12G TO OU-4-1 ON ROOF.
- 4 SEE ARCHITECTURAL SHEET A102 FOR EXACT LOCATION OF FLOOR RECEPTACLES.
- 5 CONNECT TO HAND DRYER.



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 FAX: (818) 748-9160 TTY: 504

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 OXNARD SCHOOL DISTRICT
 16111 SOUTH J STREET
 OXNARD, CA 93033

JOB	21710.00
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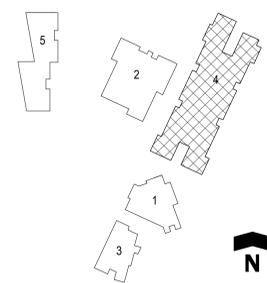
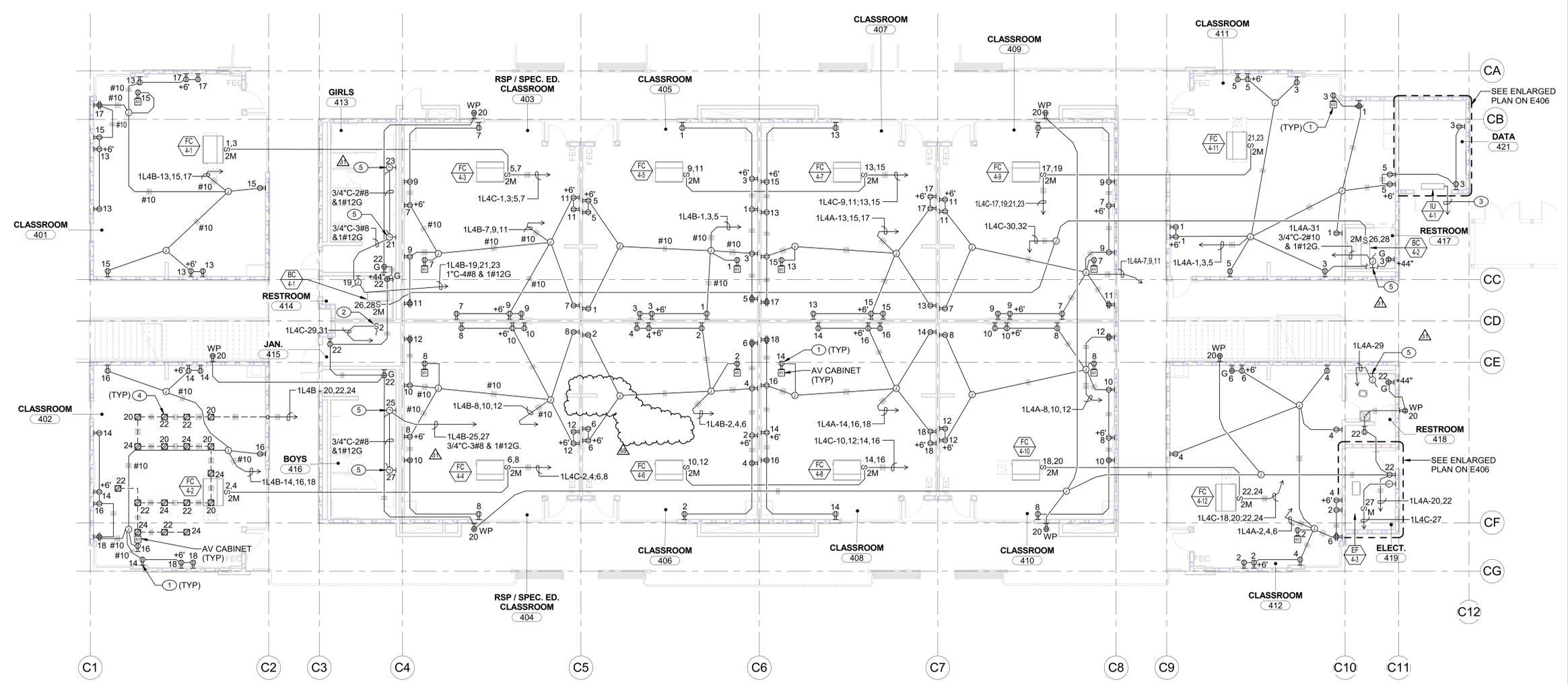
BUILDING 4 - FIRST FLOOR POWER PLAN

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E402



BUILDING 4 - FIRST FLOOR POWER PLAN A10
 1/8" = 1'-0"

KEYED NOTES

- 1 MOUNT RECEPTACLE INSIDE AUDIO/VIDEO CABINET.
- 2 20A-2P, 250V WP TOGGLE TYPE SWITCH. CONNECT TO 1.5KW ELECTRIC WATER HEATER.
- 3 CONNECT TO HAND DRYER.
- 4 3/4" C - 2#12 & 1#12G TO OU-4-2 ON ROOF.



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 OXNARD SCHOOL DISTRICT
 16.11 SOUTH J STREET
 OXNARD, CA 93033

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55	PR_19 5/23/19

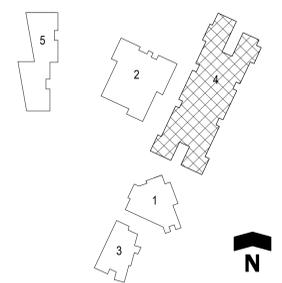
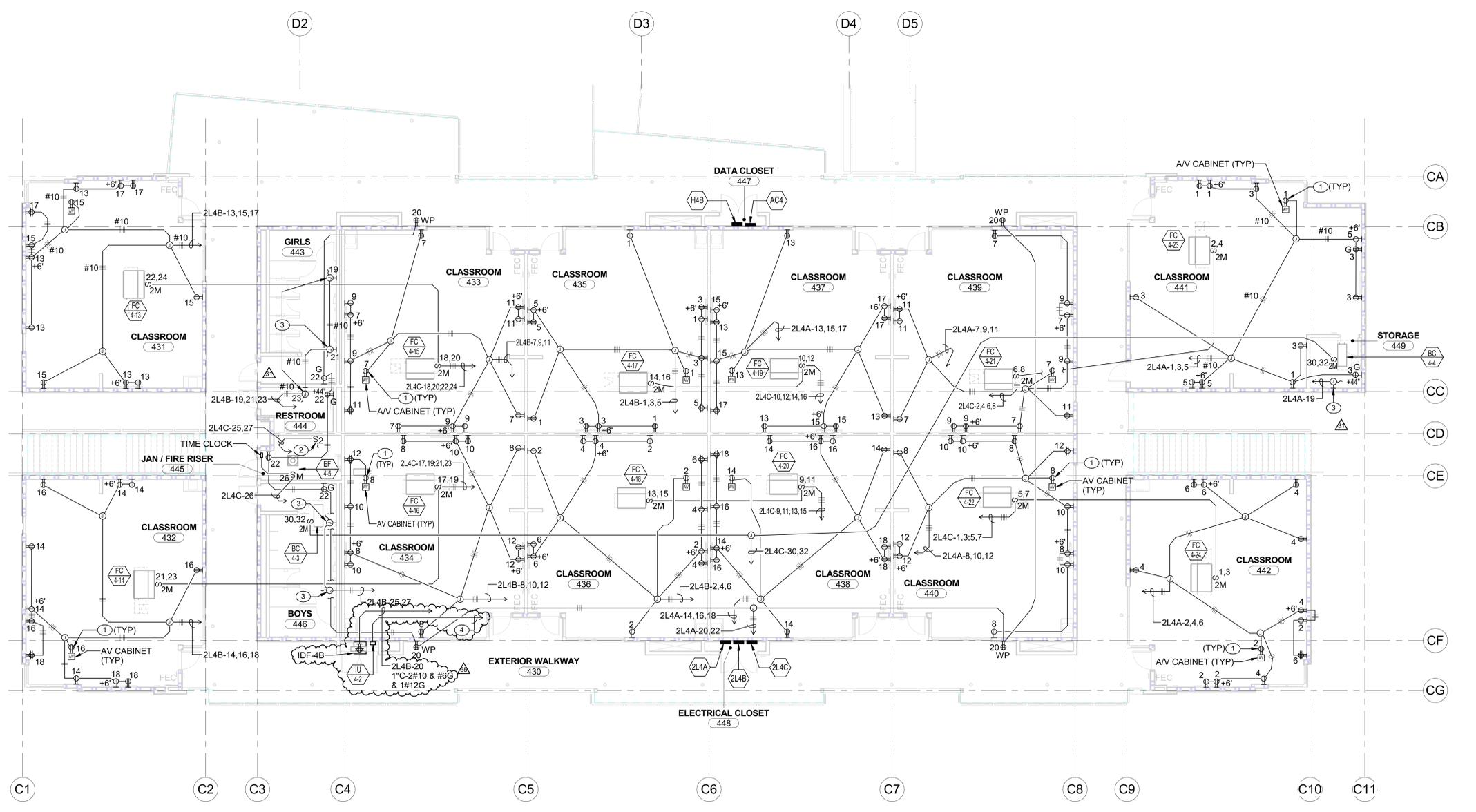
**BUILDING 4 - SECOND FLOOR
 POWER PLAN**

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E403



BUILDING 4 - SECOND FLOOR POWER PLAN A10
 1/8" = 1'-0"

KEYED NOTES

- 1 WP 30AS, 3P, 600VAC DISCONNECT SWITCH WITH 25A DUAL ELEMENT FUSES.
- 2 WP 30AS, 3P, 600VAC DISCONNECT SWITCH WITH 30A DUAL ELEMENT FUSES.
- 3 WP 30AS, 2P, 250VAC DISCONNECT SWITCH WITH 30A DUAL ELEMENT FUSES.

GENERAL NOTES

- 1. THE ENTIRE INSTALLATION ON ROOF SHALL BE WEATHERPROOF TYPE, INCLUDING BUT NOT LIMITED TO: RECEPTACLES, CONDUITS, DISCONNECTS, BOXES, ETC.
- 2. ALL CONDUCTORS INDICATED ON ROOF PLAN SHALL BE COPPER "THWN" TYPE.
- 3. ALL CONDUIT RUNS SHALL BE INSTALLED IN THE CEILING SPACE BELOW, EXPOSED. HORIZONTAL CONDUIT RUNS ON ROOF SHALL NOT BE PERMITTED.
- 4. VERIFY EXACT LOCATION OF FACTORY PREWIRED CONTROL PANEL MOUNTED ON A/C UNIT WITH MECHANICAL.
- 5. PROVIDE UNISTRUT MOUNTING SUPPORT TO DISCONNECT SWITCHES. PROVIDE CODE REQUIRED 3' WORKING CLEARANCE FOR DISCONNECT SWITCHES. SEE DISCONNECT SWITCH DETAILS 4.8/E110.
- 6. REFER TO MECHANICAL DRAWINGS "CONTROLS AND DIAGRAMS" FOR ALL A/C UNIT AND EXHAUST FAN INTERFACE CONTROLS.
- 7. PROVIDE WP "WHILE IN USE COVER" FOR ROOF RECEPTACLES.



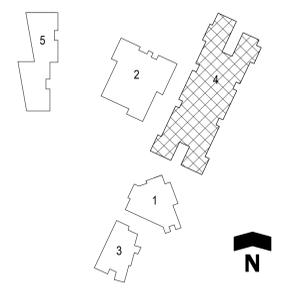
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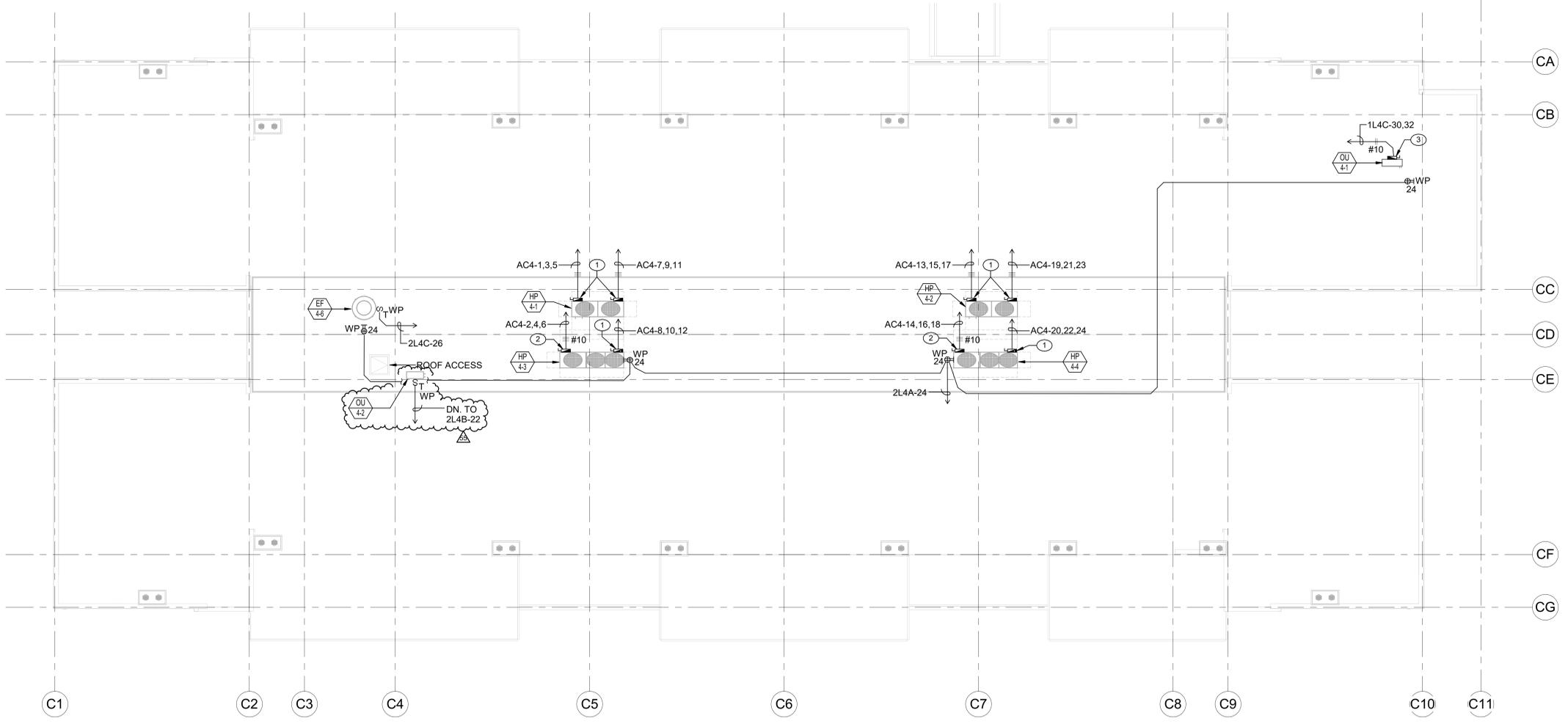
BUILDING 4 - ROOF POWER PLAN

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E409

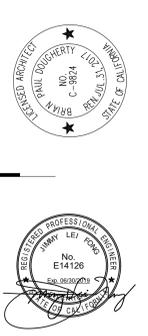


BUILDING 4 - ROOF POWER PLAN A10

1/8" = 1'-0"

KEYED NOTES

- 1 RUN DATA/TELEPHONE, AV AND PA SPEAKER CABLES EXPOSED IN ATTIC SPACE ABOVE T-BAR CEILING VIA CONDUITS SLEEVES SHOWN ON PLANS. PROVIDE CONDUITS IN ATTIC FOR LOW VOLTAGE CABLES IN HARD LID CEILING AREAS. PROVIDE CABLE WIRING SUPPORT. PROVIDE METAL WIRE MANAGEMENT RINGS TYPE WMRB, J-HOOKS OR SIMILAR OPEN TOP CABLE SUPPORTS ATTACHED TO BUILDING STRUCTURE, BEAMS, OR JOISTS. SUPPORTS SHALL BE PROVIDED 48" ON CENTER MAXIMUM. TYPICAL. BUNDLE TIE CABLES ALONG THE RUN FOR A NEAT AND UNOBJECTIONABLE INSTALLATION. PROVIDE CABLES AT EACH DATA/TEL OUTLETS AND SPEAKERS AND HOMERUN TO IDF. SEE SYMBOL LIST FOR OTHER INFORMATION.
- 2 (3)1" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 3 (3)2" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 4 (3)3" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 5 HOMERUN DATA, TELEPHONE AND PA CABLES FROM CLASSROOMS 407, 408, 409, 410, 411 & 412 TO IDF-4A.
- 6 HOMERUN DATA, TELEPHONE AND PA CABLES FROM CLASSROOMS 401, 402, 403, 404, 405 & 406 TO IDF-4B.
- 7 NOT USED.
- 8 (6)3" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 9 NOT USED.
- 10 AUDIO/VIDEO ENCLOSURE CABINET. MOUNT FLUSH AT CEILING. SEE DETAILS 1.2/108. PROVIDE (1)D CABLE TO BUILDING IDF. SEE KEYED NOTE #5 & 6.
- 11 PROVIDE ASSISTIVE LISTENING SYSTEM FOR THE CLASSROOM. PROVIDE RECEIVERS NO LESS THAN 4% OF THE SEATING CAPACITY BUT NO LESS THAN 2. SEE SPECIFICATION SECTION 275117.
- 12 STUB UP CONDUIT TO ACCESSIBLE CEILING.

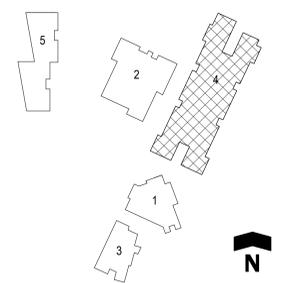
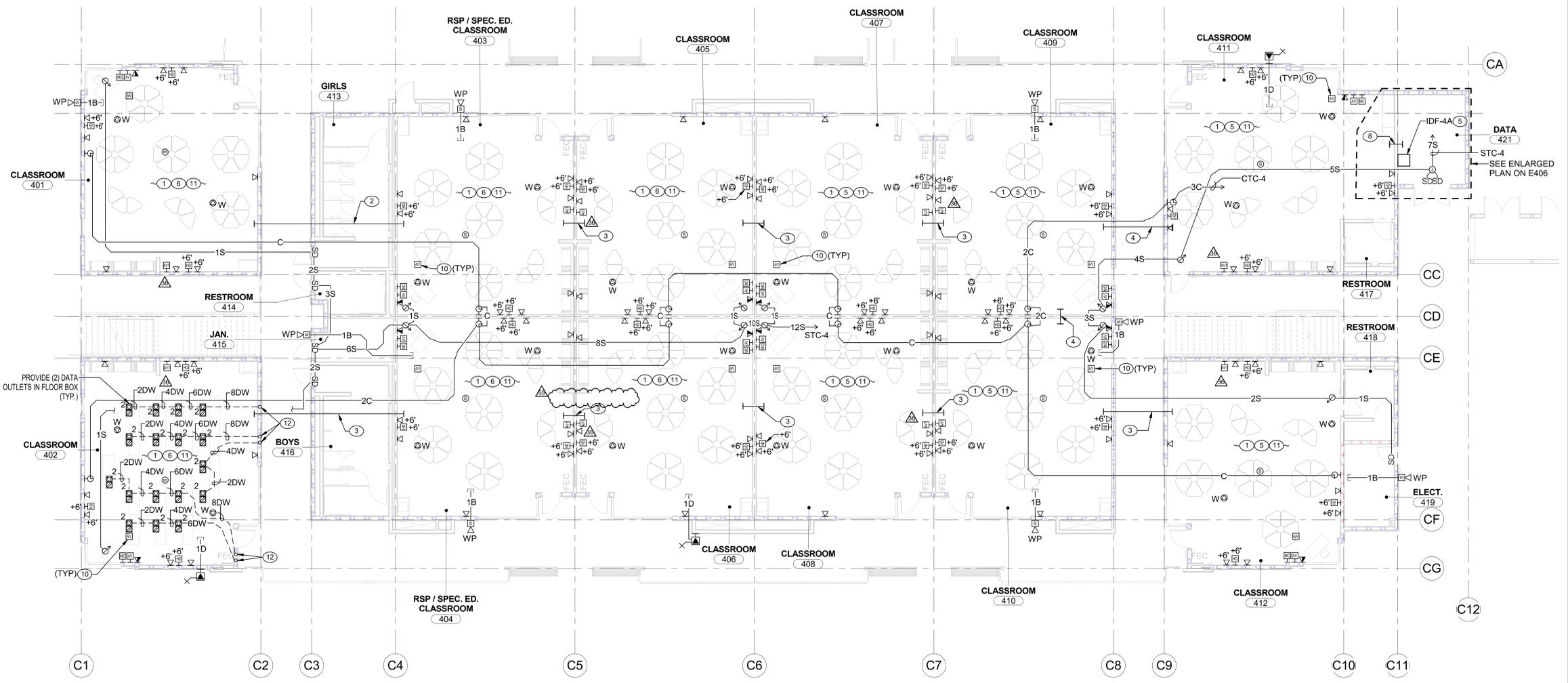


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BUILDING 4 - FIRST FLOOR SIGNAL PLAN



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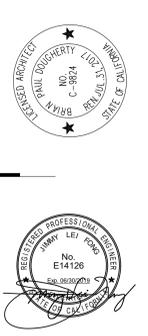


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E502

KEYED NOTES

- 1 RUN DATA/TELEPHONE, AV AND PA SPEAKER CABLES EXPOSED IN ATTIC SPACE ABOVE T-BAR CEILING VIA CONDUITS SLEEVES SHOWN ON PLANS. PROVIDE CONDUITS IN ATTIC FOR LOW VOLTAGE CABLES IN HARD LID CEILING AREAS. PROVIDE CABLE WIRING SUPPORT. PROVIDE METAL WIRE MANAGEMENT RINGS TYPE WMRB, J-HOOKS OR SIMILAR OPEN TOP CABLE SUPPORTS ATTACHED TO BUILDING STRUCTURE, BEAMS, OR JOISTS. SUPPORTS SHALL BE PROVIDED 48" ON CENTER MAXIMUM. TYPICAL. BUNDLE TIE CABLES ALONG THE RUN FOR A NEAT AND UNOBJECTIONABLE INSTALLATION. PROVIDE CABLES AT EACH DATARoom OUTLETS AND SPEAKERS AND HOMERUN TO IDF. SEE SYMBOL LIST FOR OTHER INFORMATION.
- 2 (3)1" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 3 (3)2" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 4 (3)3" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 5 HOMERUN DATA, TELEPHONE AND PA CABLES FROM CLASSROOMS 437, 438, 439, 440, 441 & 442 TO IDF-4A.
- 6 HOMERUN DATA, TELEPHONE AND PA CABLES FROM CLASSROOMS 431, 432, 433, 434, 435 & 436 TO IDF-4B.
- 7 PROVIDE (3)3" CONDUIT FROM 2ND FLOOR ACCESSIBLE CEILING DOWN TO 1ST FLOOR ACCESSIBLE CEILING FOR DATA/TEL/PA WIRING.
- 8 AUDIO/VIDEO ENCLOSURE CABINET. MOUNT FLUSH AT CEILING. SEE DETAILS 1.2/E108. PROVIDE (1)D CABLE TO BUILDING IDF. SEE KEYED NOTES #5 & 6.
- 9 PROVIDE ASSISTIVE LISTENING SYSTEM FOR THE CLASSROOM. PROVIDE RECEIVERS NO LESS THAN 4% OF THE SEATING CAPACITY BUT NO LESS THAN 2. SEE SPECIFICATION SECTION 275117.
- 10 PROVIDE (2)3" CONDUIT FROM IDF-4B TO 2ND FLOOR ACCESSIBLE CEILING SPACE FOR DATA/TEL/PA WIRING.
- 11 PROVIDE (1)DFO & 1" ORANGEDUCT FROM IDF-4B TO DATA ROOM 421 FOR DATA FIBER FEED. SEE RISER DIAGRAM.



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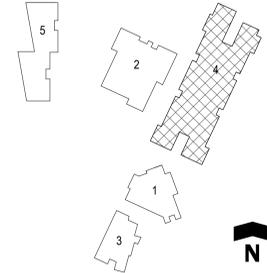
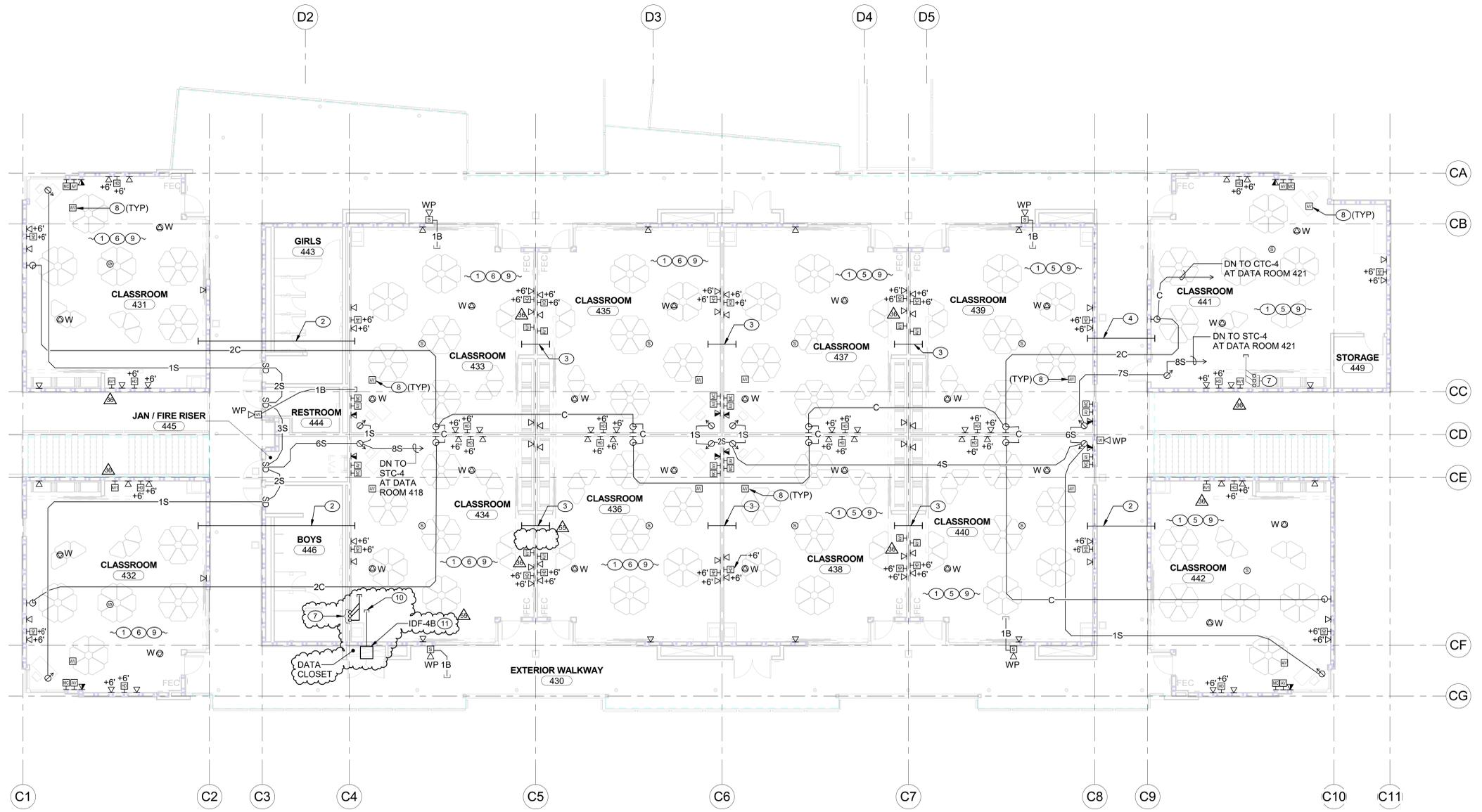
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 OXNARD, CA 93033

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SCALE	AS NOTED
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BUILDING 4 - SECOND FLOOR SIGNAL PLAN

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IDENTIFICATION STAMP
 DIVISION OF REGULATION CT
 SERVICES

FILE NO:	56-22
AR:	03-118371
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DATE:	





CHANGE ORDER REQUEST

COR No. 234 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI-369 Clarification on Fixture Type & Circuit

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	2,081
	Subtotal:	2,081
Contractual Costs		
Fee		107
Subcontract Default Insurance		25
CCIP		26
Contractor Bond		16
	Subtotal:	174
Total Change Order Request Amount:		2,255

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

- MERITED
- NOT MERITED



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Change Order Request #024: CE #031 - Type N4 Fixture

TO:	Oxnard School District 1051 South A Street Oxnard California, 93030	FROM:	Bernards 555 1st St San Fernando, California, 91340
PCO NUMBER/REVISION:	024 / 0	CONTRACT:	1 - McKinna Elementary School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Joel Cerda (Taft Electric Company)
STATUS:	Pending - Proceeding	CREATED DATE:	10/1 /2019
REFERENCE:	Bernard's RFI #369	FIELD CHANGE:	No
SCHEDULE IMPACT:	0 days	LOCATION:	
		TOTAL AMOUNT:	\$2,081.00

POTENTIAL CHANGE ORDER TITLE: CE #031 - Type N4 Fixture

CHANGE REASON: RFI Directive

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

TEC PCO#24 CE #031 - Type N4 Fixture

This request for change is to cover TEC CE#31 Fixture Type "N4" and connection to circuit #01 as identified in Bernards RFI #369

Please provide an approved change order for the amount noted above if you would like Taft to proceed with this work.

Attached is back-up to support this additional scope. This price is based on documentation provided. Taft Electric reserves its rights to revise or amend this pricing should further work is performed within this scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:

1. Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system.
2. Any weather proofing or sealing of exterior penetrations for water intrusion.
3. Any fire proofing or sealing complete.
4. Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
5. Any and all parts and labor not specifically listed above or within.
6. Any abatement including asbestos removal or containment.
7. Any permits or fees.
8. Any costs associated with the design, engineering (including wet stamps), or approval process.
9. Any access panels.
10. HVAC, DDC, BMS, and EMS conduit, equipment, devices, wire and terminations.
11. Fire Alarm COMPLETE – including all conduit, boxes, cabling, testing and terminations – this scope will be carried and managed by the GC
12. Slack and seismic wires for recessed or surface fixtures and/or ceiling devices
13. Seismic design, engineering, support fabrication, backing or related.
14. Seismic design, engineering, supports, backing or related.
15. All LV and Access Controls cabling, hardware, installations, testing and terminations.
16. Paint, patching & drywall repair due to resulting from additional work.

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: McKinna Reconstruction

JOB# 2281

TEC CR#:

June 1st 2019- July 30 2019

CUST RFP#:

STRAIGHT TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	1.00	\$90.83
JOURNEYMAN	1.00	\$84.88
APPRENTICE	0.00	\$75.71
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$87.86

SHIFT WORK CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

Job ID: 2281 MCKINNA COR
Project: 2281 McKinna COR



1 Oct 2019 14:18:26

Region: PCO#24 N4 FIXTURE PER RFI#369

Item #	Qty	U/M	Q/M	Size	Description	Mat Result	Lab Result
ASMY	1.00	EA	M		BOX + CEILING SUPPORT		
ASMY	1.00	EA	M		WHIP + SUPPORT		
N4 FIXTURE AND CONNECTION TO CIR #01							
ASMY	50.00	EA	M		1/2" EMT (5)#12+G	98.20	7.75
18	1.00		M		N4 FIXTURE	626.25	1.25
						724.45	9.00



REQUEST FOR INFORMATION

RFI No.: 369

To: Kevin Griendling
Company: Perkins Eastman Dougherty
Project: McKinna Elementary School Reconstruction
Subject: Clarification on Fixture Type & Circuit

Date: 09-23-19
Discipline: Electrical
Sent to TAFT: 9/24/2019
Response Requested By: 09-30-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A134, E304		

QUESTION

On bldg.-2 North corridor under the stairs, there is a fixture that is next to the N-type light fixtures that is not identified on the electrical drawings. See sheet E-304. This light fixture is shown on the Architectural RCP. See sheet A134. Please provide the fixture type and circuitry for this light fixture.

ANSWER

Fixture shall be type "N4" and connect to circuit #1.

PETER MARZO - PEG
9/23/19

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Response Provided By: _____
Name Company Date

Question Initiated By: Matt Gobuty - Taft Electric Co - Author Number: 65

Submitted By: Arvind Balaji - Bernards



Taft Electric
 1694 Eastman Avenue
 Ventura, California 93003
 Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
 1611 S. J Street
 Oxnard, California 93033

Bldg-2 Fixture type and circuit missing on electrical drawings

TO:	Terry Root (Bernards) Arvind Balaji (Bernards) Mitch Michaelis (Bernards)	FROM:	Ren Weeks (Taft Electric Company) 1694 Eastman Avenue Ventura, California 93003
DATE INITIATED:	09/20/2019	STATUS:	Open
LOCATION:		DUE DATE:	09/30/2019
PROJECT STAGE:	Course of Construction	COST CODE:	000-63 - BUILDING FIXTURES
SUB JOB:		SCHEDULE IMPACT:	Yes (Unknown)
COST IMPACT:	Yes (Unknown)	SPEC SECTION:	
DRAWING NUMBER:	E304 , A134	REFERENCE:	
LINKED DRAWINGS:			
RECEIVED FROM:	Ren Weeks (Taft Electric Company)		
COPIES TO:	Arvind Balaji (Bernards), Joel Cerda (Taft Electric Company), Mitch Michaelis (Bernards)		

Question from Ren Weeks (Taft Electric Company) at 07:50 AM on 09/20/2019

On bldg.-2 North corridor under the stairs, there is a fixture that is next to the N-type light fixtures that is not identified on the electrical drawings. See sheet E-304. This light fixture is shown on the Architectural RCP. See sheet A134
 Please provide the fixture type and circuitry for this light fixture.

Attachments:

[E304: BUILDING 2-FIRST FLOOR LIGHTING PLAN Rev.0.pdf](#) [A134: MPR \(B2\) - FIRST FLOOR RCP Rev.0.pdf](#)

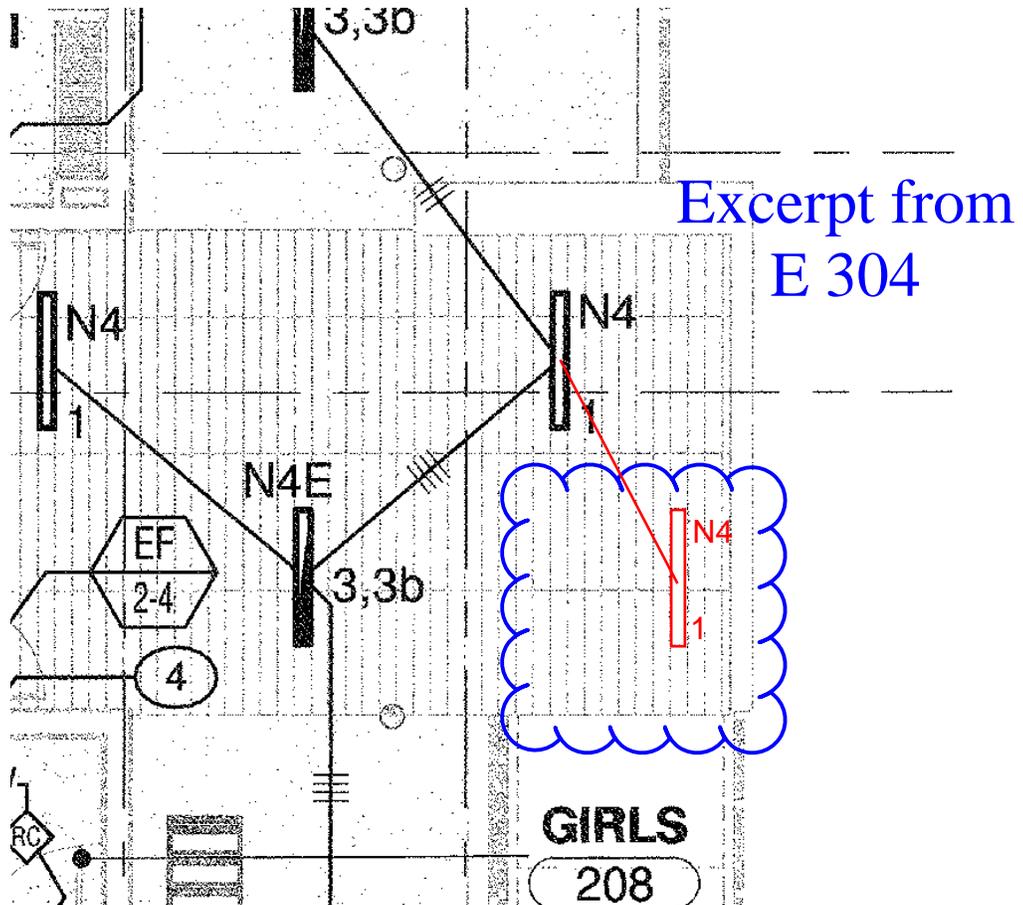
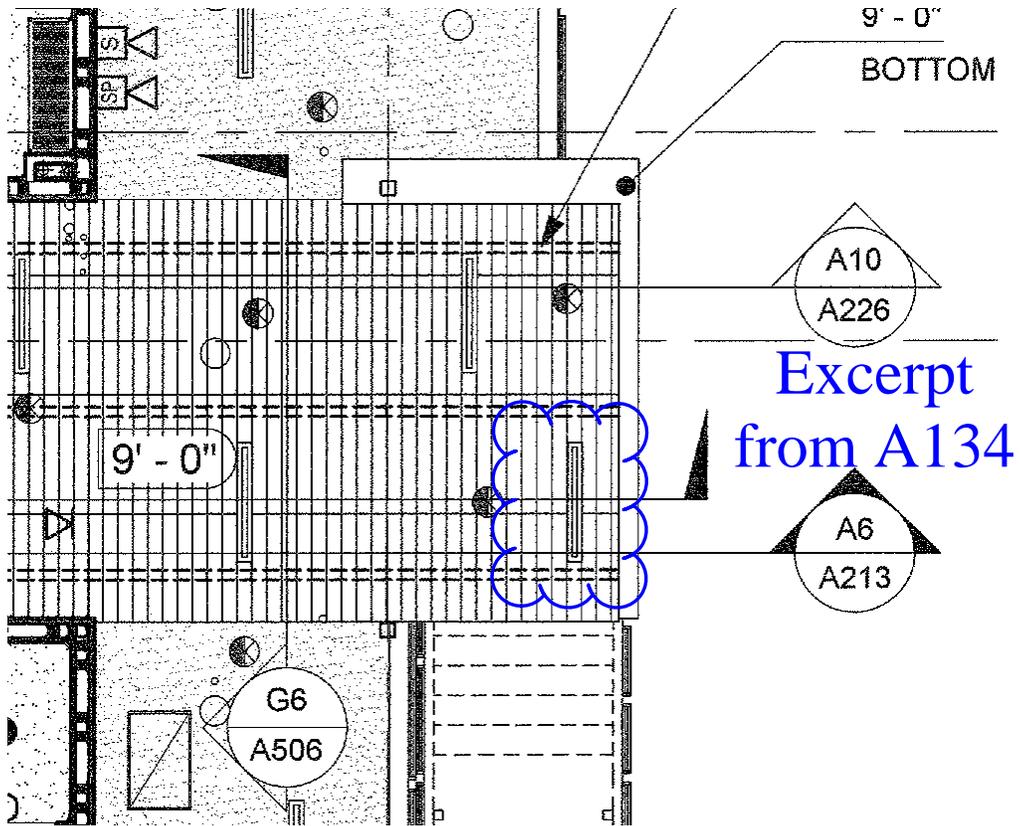
Awaiting an Official Response

All Replies:

BY _____

DATE _____

COPIES TO _____





CHANGE ORDER REQUEST

COR No. 238 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

Location of Light Pole Fixture

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	17,122
	Subtotal:	17,122
Contractual Costs		
Fee		884
Subcontract Default Insurance		205
CCIP		217
Contractor Bond		132
	Subtotal:	1,438
Total Change Order Request Amount:		18,560

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

- MERITED
- NOT MERITED



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Change Order Request #028: CE #037 - Added B2 Pole per RFI#383 & #389

TO:	Oxnard School District 1051 South A Street Oxnard California, 93030	FROM:	Bernards 555 1st St San Fernando, California, 91340
PCO NUMBER/REVISION:	028 / 0	CONTRACT:	1 - McKinna Elementary School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Joel Cerda (Taft Electric Company)
STATUS:	Pending - Proceeding	CREATED DATE:	11/18 /2019
REFERENCE:		FIELD CHANGE:	No
SCHEDULE IMPACT:		LOCATION:	
		TOTAL AMOUNT:	\$17,122.00

POTENTIAL CHANGE ORDER TITLE: CE #037 - Added B2 Pole per RFI#383 & #389

CHANGE REASON: RFI Directive

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

This request for change is to cover TEC PCO #28 CE #037 - Per Bernards RFI#383 & 389 added a B2 light pole. Trench for new pole under existing curves, Install new conduit. Pour new pole base. Pull new branch wire. Install new pole.

Please provide an approved change order for the amount noted above if you would like Taft to proceed with this work.

Attached is back-up to support this additional scope. This price is based on documentation provided. Taft Electric reserves its rights to revise or amend this pricing should further work is performed within this scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:

1. Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system.
2. Any weather proofing or sealing of exterior penetrations for water intrusion.
3. Any fire proofing or sealing complete.
4. Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
5. Any and all parts and labor not specifically listed above or within.
6. Any abatement including asbestos removal or containment.
7. Any permits or fees.
8. Any costs associated with the design, engineering (including wet stamps), or approval process.
9. Any access panels.
10. HVAC, DDC, BMS, and EMS conduit, equipment, devices, wire and terminations.
11. Fire Alarm COMPLETE – including all conduit, boxes, cabling, testing and terminations – this scope will be carried and managed by the GC
12. Slack and seismic wires for recessed or surface fixtures and/or ceiling devices
13. Seismic design, engineering, support fabrication, backing or related.
14. Seismic design, engineering, supports, backing or related.
15. All LV and Access Controls cabling, hardware, installations, testing and terminations.
16. Paint, patching & drywall repair due to resulting from additional work.

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: McKinna Reconstruction

JOB# 2281

TEC CR#:

June 1st 2019- July 30 2019

CUST RFP#:

STRAIGHT TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	1.00	\$90.83
JOURNEYMAN	1.00	\$84.88
APPRENTICE	0.00	\$75.71
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$87.86

SHIFT WORK CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

Job ID: 2281 MCKINNA COR
Project: 2281 McKinna COR



Collapsed Takeoff

Region: CE 037 ADDED POLE LIGHT

Item #	Qty	U/M	Q/M	Size	Description	Mat Result	Lab Result
390126	130.00	FT	M	24" X 36" DEEP	BACKHOE TRENCH+BACKFILL	1,500.00	8.00
					HAND DIGGING UNDER CURVES		
390078	15.00	FT	M	18W x 36D	HAND TRENCHING SAND		10.00
ASMY	130.00	FT	M		3/4" PVC	40.34	4.55
ASMY	156.00	FT	M		3 #10 THHN	97.45	3.28
390004	1.00	EA	M	MEDIUM	CONCRETE POLE BASE - RAISED	3,025.00	10.00
19	1.00	EA	M		TYPE B2 FIXTURE+ POLE	3,500.00	16.00
						8,162.79	51.83

To: Kevin Griendling
 Company: Perkins Eastman Dougherty
 Project: McKinna Elementary School Reconstruction
Subject: Location of Light Pole Fixtures

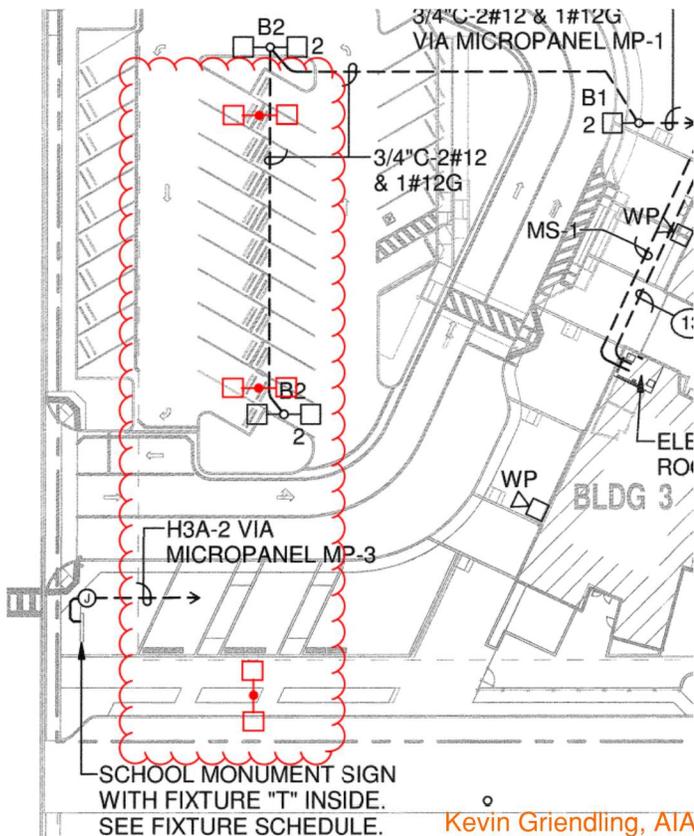
Date: 10-21-19
 Discipline: Electrical

Response Requested By: 10-28-2019
DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
E201		Site Plan

QUESTION

Please provide the location (with dimensions) of the light pole fixtures highlighted in the attached

ANSWER


The two parking lot light poles should be located at the center of the first head-to-head parking spots to the south of the north planter, and the north of the south planter.

There should be a third light pole added in the planter to the south of those lights. See diagram to the left for location.

The parking lot lights should be oriented east/west, while the planter light should be north/south.

Extend and connect the same circuit feeding the parking lot lights per plan to the new parking lot lights. Provide house side shield on one fixture facing the alley to minimize glare towards the adjacent property. -PM, PEG

Kevin Griendling, AIA

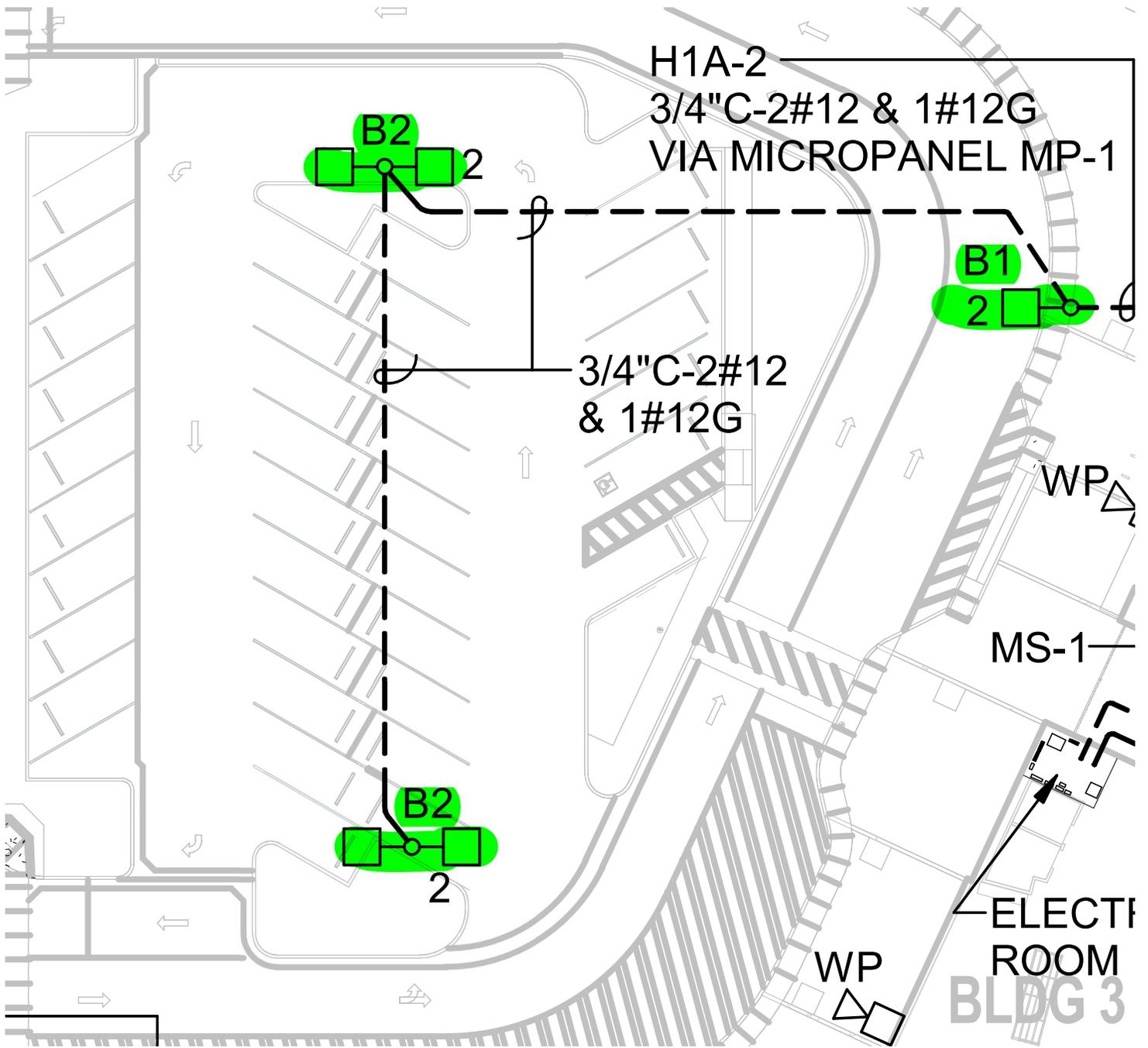
 Response Provided By: _____
 Name

 _____ Perkins Eastman
 Company

 10.29.19
 Date

Question Initiated By: Terry Root - Bernards

Submitted By: Arvind Balaji - Bernards



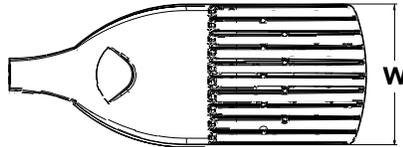


D-Series Size 1 LED Area Luminaire



Specifications

EPA:	1.01 ft ² (0.09 m ²)
Length:	33" (83.8 cm)
Width:	13" (33.0 cm)
Height:	7-1/2" (19.0 cm)
Weight (max):	27 lbs (12.2 kg)



PACIFIC ENGINEERS GROUP CONSULTING ELECTRICAL ENGINEERS

<input type="checkbox"/> NO EXCEPTIONS TAKEN	SD#
<input checked="" type="checkbox"/> FURNISH AS CORRECTED	
<input type="checkbox"/> SUBMIT SPECIFIED ITEM	BY PM
<input type="checkbox"/> REJECTED	DATE 02/13/19
<input type="checkbox"/> REVISE AND RESUBMIT	

A+ Capable options indicated by this color background. Review is only for general conformance with the design concept of the project and general compliance with the information included in the Contract Documents. Any action shown is subject to the requirements of the drawings and specifications. Contractor is responsible for correlating and confirming dimensions at the job site; choice of fabrication processes and techniques of construction; coordination of his work with that of other trades; and performing the work in a safe and satisfactory manner.

Type
Hit the Tab key or mouse over the page to see all interactive elements.

A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is A+ Certified when ordered with DTL® controls marked by a shaded background. DTL DLL equipped luminaires meet the A+ specification for luminaire to photocontrol interoperability1
- This luminaire is part of an A+ Certified solution for ROAM® or XPoint™ Wireless control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a shaded background!

To learn more about A+, visit www.acuitybrands.com/aplus.

- See ordering tree for details.
- A+ Certified Solutions for ROAM require the order of one ROAM node per luminaire. Sold Separately: [Link to Roam](#), **Pole is square. Use square pole mounting**

Ordering Information

EXAMPLE: DSX1 LED P7 40K T3M MVOLT SPA DDBXD

Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX1 LED	P4	40K	T3M	MVOLT	RPA
DSX1 LED	Forward optics P1 P4 P7 P2 P5 P8 P3 P6 P9 Rotated optics P10 ¹ P12 ¹ P11 ¹ P13 ¹	30K 3000 K 40K 4000 K 50K 5000 K AMBPC Amber phosphor converted ²	T1S Type I short T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium T5VS Type V very short T5S Type V short T5M Type V medium T5W Type V wide BLC Backlight control ^{2,3} LCCO Left corner cutoff ^{2,3} RCCO Right corner cutoff ^{2,3}	MVOLT⁴ 120 ⁵ 208 ^{5,6} 240 ^{5,6} 277 ⁶ 347 ^{5,6,7} 480 ^{5,6,7}	Shipped included SPA Square pole mounting RPA Round pole mounting WBA Wall bracket SPUMBA Square pole universal mounting adaptor ⁸ RPUMBA Round pole universal mounting adaptor ⁸ Shipped separately KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) ⁹

Control options	Other options	Finish (required)
PIRH Shipped installed NLTAIR2 nLight AIR generation 2 enabled ¹⁰ PER NEMA twist-lock receptacle only (controls ordered separate) ¹¹ PER5 Five-wire receptacle only (controls ordered separate) ^{11,12} PER7 Seven-wire receptacle only (controls ordered separate) ^{11,12} DMG 0-10V dimming extend out back of housing for external control (leads exit fixture) DS Dual switching ^{13,14} PIR Bi-level, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc ^{5,15,16} PIRH Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc^{5,15,16} PIRHN Network, Bi-Level motion/ambient sensor ¹⁷ PIR1FC3V Bi-level, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc ^{5,15,16}	PIRH1FC3V Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc ^{5,15,16} BL30 Bi-level switched dimming, 30% ^{5,14,18} BL50 Bi-level switched dimming, 50% ^{5,14,18} PNMTDD3 Part night, dim till dawn ^{5,19} PNMT5D3 Part night, dim 5 hrs ^{5,19} PNMT6D3 Part night, dim 6 hrs ^{5,19} PNMT7D3 Part night, dim 7 hrs ^{5,19} FAO Field adjustable output ²⁰	Shipped installed HS House-side shield ²¹ SF Single fuse (120, 277, 347V) ⁶ DF Double fuse (208, 240, 480V) ⁶ L90 Left rotated optics ¹ R90 Right rotated optics ¹ Shipped separately BS Bird spikes ²² EGS External glare shield ²²
		DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBDX Textured black DNATXD Textured natural aluminum DWHGXD Textured white



Ordering Information

Accessories

Ordered and shipped separately.

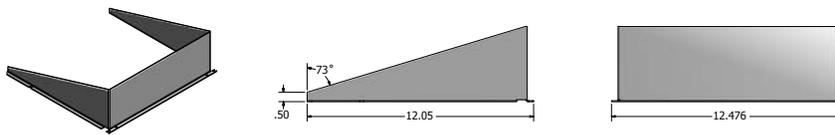
DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) ²³
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) ²³
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) ²³
DSHORT SBK U	Shorting cap ²³
DSX1HS 30C U	House-side shield for 30 LED unit ²¹
DSX1HS 40C U	House-side shield for 40 LED unit ²¹
DSX1HS 60C U	House-side shield for 60 LED unit ²¹
PUMBA DDBXD U*	Square and round pole universal mounting bracket (specify finish) ²⁴
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) ⁴

For more control options, visit [DTL](#) and [ROAM](#) online.

NOTES

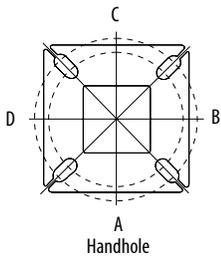
- P10, P11, P12 or P13 and rotated optics (L90, R90) only available together.
- AMBPC is not available with BLC, LCCO, RCCO or P4, P7, P8, P9 or P13.
- Not available with HS.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- Any PIRx with BL30, BL50 or PNMT, is not available with 208V, 240V, 347V, 480V or MVOLT. It is only available in 120V or 277V specified.
- Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
- Not available in P1 or P10. Not available with BL30, BL50 or PNMT options.
- Existing drilled pole only. Available as a separate combination accessory; for retrofit use only: PUMBA (finish) U; 1.5 G vibration load rating per ANCI C136.31.
- Must order fixture with SPA option. Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" mast arm (not included).
- Must be ordered with PIRHN.
- Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Not available with DS option. Shorting cap included.
- If ROAM[®] node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Not available with DCR. Node with integral dimming. Shorting cap included.
- Provides 50/50 fixture operation via (2) independent drivers. Not available with PER, PER5, PER7, PIR or PIRH. Not available P1, P2, P3, P4 or P5.
- Requires (2) separately switched circuits.
- Reference Motion Sensor table on page 3.
- Reference PER table on page 3 to see functionality.
- Must be ordered with NLTAIR2. For more information on nLight Air 2 visit [this link](#).
- Not available with 347V, 480V, PNMT, DS. For PER5 or PER7, see PER Table on page 3. Requires isolated neutral.
- Not available with 347V, 480V, DS, BL30, BL50. For PER5 or PER7, see PER Table on page 3. Separate Dusk to Dawn required.
- Not available with other dimming controls options
- Not available with BLC, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.
- Must be ordered with fixture for factory pre-drilling.
- Requires luminaire to be specified with PER, PER5 or PER7 option. See PER Table on page 3.
- For retrofit use only.

External Glare Shield



Drilling

HANDHOLE ORIENTATION



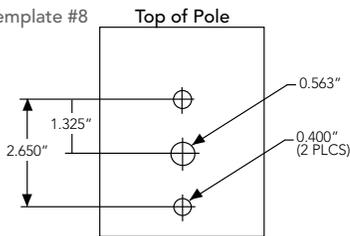
Tenon Mounting Slipfitter**

Tenon O.D.	Single Unit	2 at 180°	2 at 90°	3 at 120°	3 at 90°	4 at 90°
2-3/8"	AST20-190	AST20-280	AST20-290	AST20-320	AST20-390	AST20-490
2-7/8"	AST25-190	AST25-280	AST25-290	AST25-320	AST25-390	AST25-490
4"	AST35-190	AST35-280	AST35-290	AST35-320	AST35-390	AST35-490

Pole drilling nomenclature: # of heads at degree from handhole (default side A)					
DM19AS	DM28AS	DM29AS	DM32AS	DM39AS	DM49AS
1 @ 90°	2 @ 280°	2 @ 90°	3 @ 120°	3 @ 90°	4 @ 90°
Side B	Side B & D	Side B & C	Round pole only	Side B, C, & D	Sides A, B, C, D

Note: Review luminaire spec sheet for specific nomenclature

Template #8



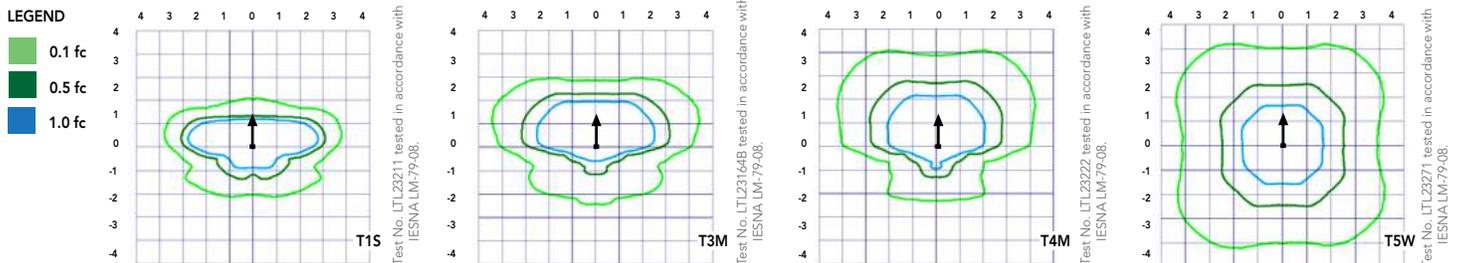
Pole top or tenon O.D.	4.5" @ 90°	4" @ 90°	3.5" @ 90°	3" @ 90°	4.5" @ 120°	4" @ 120°	3.5" @ 120°	3" @ 120°
DSX SPA	Y	Y	Y	N	-	-	-	-
DSX RPA	Y	Y	N	N	Y	Y	Y	Y
DSX SPUMBA	Y	N	N	N	-	-	-	-
DSX RPUMBA	N	N	N	N	Y	Y	Y	N

*3 fixtures @120 require round pole top/tenon.

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit [Lithonia Lighting's D-Series Area Size 1 homepage](#).

Isofootcandle plots for the DSX1 LED 60C 1000 40K. Distances are in units of mounting height (25').



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.04
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25000	50000	100000
Lumen Maintenance Factor	1.00	0.96	0.92	0.85

Electrical Load

	Performance Package	LED Count	Drive Current	Wattage	Current (A)					
					120	208	240	277	347	480
Forward Optics (Non-Rotated)	P1	30	530	54	0.45	0.26	0.23	0.19	0.10	0.12
	P2	30	700	70	0.59	0.34	0.30	0.25	0.20	0.16
	P3	30	1050	102	0.86	0.50	0.44	0.38	0.30	0.22
	P4	30	1250	125	1.06	0.60	0.52	0.46	0.37	0.27
	P5	30	1400	138	1.16	0.67	0.58	0.51	0.40	0.29
	P6	40	1250	163	1.36	0.78	0.68	0.59	0.47	0.34
	P7	40	1400	183	1.53	0.88	0.76	0.66	0.53	0.38
	P8	60	1050	207	1.74	0.98	0.87	0.76	0.64	0.49
	P9	60	1250	241	2.01	1.16	1.01	0.89	0.70	0.51
Rotated Optics (Requires L90 or R90)	P10	60	530	106	0.90	0.52	0.47	0.43	0.33	0.27
	P11	60	700	137	1.15	0.67	0.60	0.53	0.42	0.32
	P12	60	1050	207	1.74	0.99	0.87	0.76	0.60	0.46
	P13	60	1250	231	1.93	1.12	0.97	0.86	0.67	0.49

Motion Sensor Default Settings

Option	Dimmed State	High Level (when triggered)	Photocell Operation	Dwell Time	Ramp-up Time	Ramp-down Time
PIR or PIRH	3V (37%) Output	10V (100%) Output	Enabled @ 5FC	5 min	3 sec	5 min
*PIR1FC3V or PIRH1FC3V	3V (37%) Output	10V (100%) Output	Enabled @ 1FC	5 min	3 sec	5 min

*for use with Inline Dusk to Dawn or timer.

PER Table

Control	PER (3 wire)	PER5 (5 wire)		PER7 (7 wire)		
			Wire 4/Wire5		Wire 4/Wire5	Wire 6/Wire7
Photocontrol Only (On/Off)	✓	▲	Wired to dimming leads on driver	▲	Wired to dimming leads on driver	Wires Capped inside fixture
ROAM	✗	✓	Wired to dimming leads on driver	▲	Wired to dimming leads on driver	Wires Capped inside fixture
ROAM with Motion (ROAM on/off only)	✗	▲	Wires Capped inside fixture	▲	Wires Capped inside fixture	Wires Capped inside fixture
Future-proof*	✗	▲	Wired to dimming leads on driver	✓	Wired to dimming leads on driver	Wires Capped inside fixture
Future-proof* with Motion	✗	▲	Wires Capped inside fixture	✓	Wires Capped inside fixture	Wires Capped inside fixture

✓ Recommended
✗ Will not work
▲ Alternate

*Future-proof means: Ability to change controls in the future.



Project
McKINNA ELEM SCHOOL

Catalog Number
DS330 500Q250 D2 FP BK FBC AB

Type
PO

Submitted By:
Mar Vista Sales

Notes

STRUCTURES

Soft Square Steel Post

Job Name: _____	Client Name: _____
Job Location - City: _____ State: _____	Created By: _____ Date: _____
Product: DS330 Quote: _____	Customer Approval: _____ Date: _____

SPECIFICATIONS

Pole Shaft - The pole shaft is fabricated from hot rolled welded steel tubing of one-piece construction with a minimum yield strength of 55 KSI.

Pole Top - A removable pole cap is provided for poles receiving drilling patterns for side-mount luminaire arm assemblies. For top mount luminaire and/or bracket consult the factory. Consult the luminaire manufacturer for correct tenon size or drill pattern. Other pole top options include pole cap only (PC) or plain top (PL) which is typical when the pole top diameter matches the necessary slip fit dimensions.

Handhole - A reinforced handhole with grounding provision is provided at 1'-6" from the base end of the pole assembly. Each handhole includes an easy to install, self-contained Swing Latch handhole cover assembly. U.S. Patent Swing Latch cover is fabricated from durable polycarbonate/ABS blend plastic. All pole assemblies are provided with a 2.50" x 5.00" rectangular handhole. Handhole dimensions are nominal.

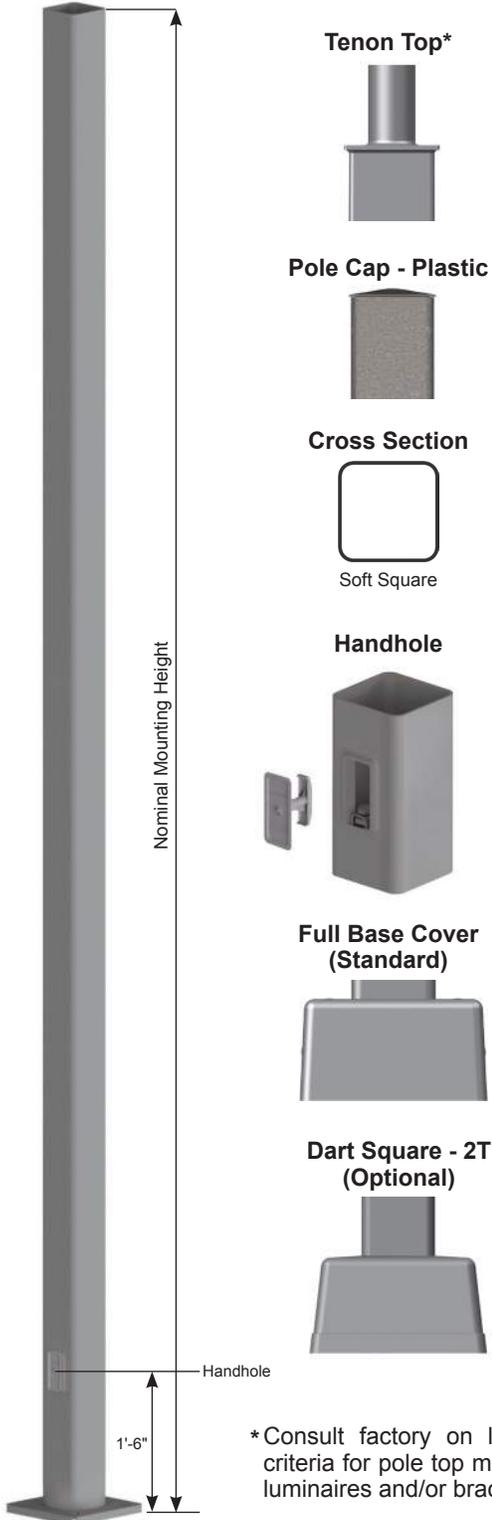
Base Cover - A two-piece full base cover fabricated from ABS plastic is provided with each pole assembly. Additional base cover options, including the dart square (2T) cast aluminum cover, are available upon request.

Anchor Bolts - Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" bend on one end and are galvanized a minimum of 12" on the threaded end.

Hardware - All structural fasteners are galvanized high strength carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

Finish - Standard finishes are either Galvanized (GV) or Finish Painted (FP). Additional finish options including Finish Paint over Galvanizing (FPGV) or any of the V-PRO™ Finish Coating Systems are available upon request. See the product ordering code for color options.

Design Criteria - Please reference Design Criteria Specification for appropriate design conditions.



*Consult factory on loading criteria for pole top mounted luminaires and/or brackets.

**PACIFIC ENGINEERS GROUP
CONSULTING ELECTRICAL ENGINEERS**

<input checked="" type="checkbox"/>	NO EXCEPTIONS TAKEN	SD#	
<input type="checkbox"/>	FURNISH AS CORRECTED		
<input type="checkbox"/>	SUBMIT SPECIFIED ITEM	BY	PM
<input type="checkbox"/>	REJECTED		
<input type="checkbox"/>	REVISE AND RESUBMIT	DATE	02/13/19

Review is only for general conformance with the design concept of the project and general compliance with the information included in the Contract Documents. Any action shown is subject to the requirements of the drawings and specifications. Contractor is responsible for correlating and confirming dimensions at the job site; choice of fabrication processes and techniques of construction; coordination of his work with that of other trades; and performing the work in a safe and satisfactory manner.

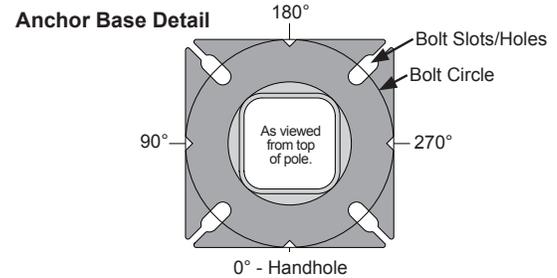
DS330

Fatigue Resistant Soft Square Steel Post

Job Name: _____	Client Name: _____
Job Location - City: _____ State: _____	Created By: _____ Date: _____
Product: DS330 Quote: _____	Customer Approval: _____ Date: _____

ANCHORAGE DATA

POLE POLE BASE SQUARE (IN)	WALL THK (GA)	BOLT CIRCLE		BASE PLATE		ANCHOR BOLTS		
		DIA (IN)	+ (IN)	SQUARE (IN)	THK (IN)	DIA x LENGTH x HOOK (IN)	PROJECTION (IN)	+ (IN)
4.00	11	8.50	0.50	8.25	0.750	0.75 x 17.00 x 3.00	3.50	0.25
4.00	7	8.50	0.50	8.25	0.875	0.75 x 17.00 x 3.00	3.63	0.25
5.00	11	11.00	1.00	11.00	1.000	0.75 x 17.00 x 3.00	3.75	0.25
5.00	7	11.00	1.00	11.00	1.000	0.75 x 17.00 x 3.00	3.75	0.25
6.00	7	12.00	1.00	12.50	1.000	1.00 x 36.00 x 4.00	4.25	0.25



DESIGNATION, LOAD AND DIMENSIONAL DATA

NOMINAL MOUNTING HEIGHT	DESIGN INFORMATION						POLE DIMENSIONS ³				DESIGNATION
	80 MPH w/1.3 GUST		90 MPH w/1.3 GUST		100 MPH w/1.3 GUST		SHAFT BASE SQUARE ³ (IN)	SHAFT TOP SQUARE (IN)	WALL THK (GA)	STRUCTURE WEIGHT ² (LBS)	
	MAX EPA ¹ (SQFT)	MAX WEIGHT ¹ (LBS)	MAX EPA ¹ (SQFT)	MAX WEIGHT ¹ (LBS)	MAX EPA ¹ (SQFT)	MAX WEIGHT ¹ (LBS)					
10'-0"	30.6	765	23.8	595	18.9	473	4.00	4.00	11	75	400Q100
12'-0"	24.4	610	18.8	470	14.8	370	4.00	4.00	11	90	400Q120
14'-0"	19.9	498	15.1	378	11.7	293	4.00	4.00	11	100	400Q140
16'-0"	15.9	398	11.8	295	8.9	223	4.00	4.00	11	115	400Q160
18'-0"	12.6	315	9.2	230	6.7	168	4.00	4.00	11	125	400Q180
20'-0"	9.6	240	6.7	167	4.5	150	4.00	4.00	11	140	400Q200
	17.7	443	12.7	343	9.4	235	5.00	5.00	11	185	500Q200
	28.1	703	21.4	535	16.2	405	5.00	5.00	7	265	500W200
25'-0"	4.8	150	2.6	100	1.0	50	4.00	4.00	11	170	400Q250
	10.8	270	7.7	188	5.4	135	4.00	4.00	7	245	400W250
	9.8	245	6.3	157	3.7	150	5.00	5.00	11	225	500Q250
	18.5	463	13.3	333	9.5	238	5.00	5.00	7	360	500W250
30'-0"	6.7	168	4.4	110	2.6	65	4.00	4.00	7	291	400W300
	4.7	150	2.0	50	N/A	N/A	5.00	5.00	11	265	500Q300
	10.7	267	6.7	167	3.9	100	5.00	5.00	7	380	500W300
	19.0	475	13.2	330	9.0	225	6.00	6.00	7	520	600W300
35'-0"	5.9	150	2.5	100	N/A	N/A	5.00	5.00	7	440	500W350
	12.4	310	7.6	190	4.2	105	6.00	6.00	7	540	600W350
40'-0"	7.2	180	3.0	75	N/A	N/A	6.00	6.00	7	605	600W400

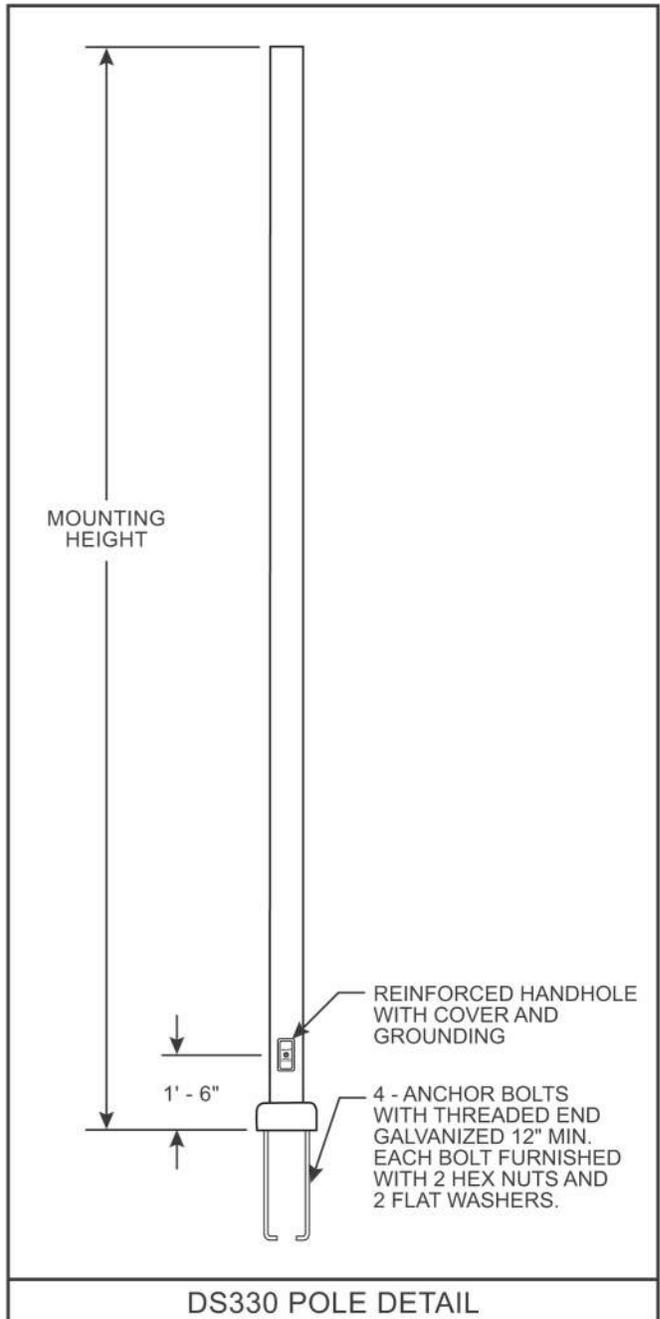
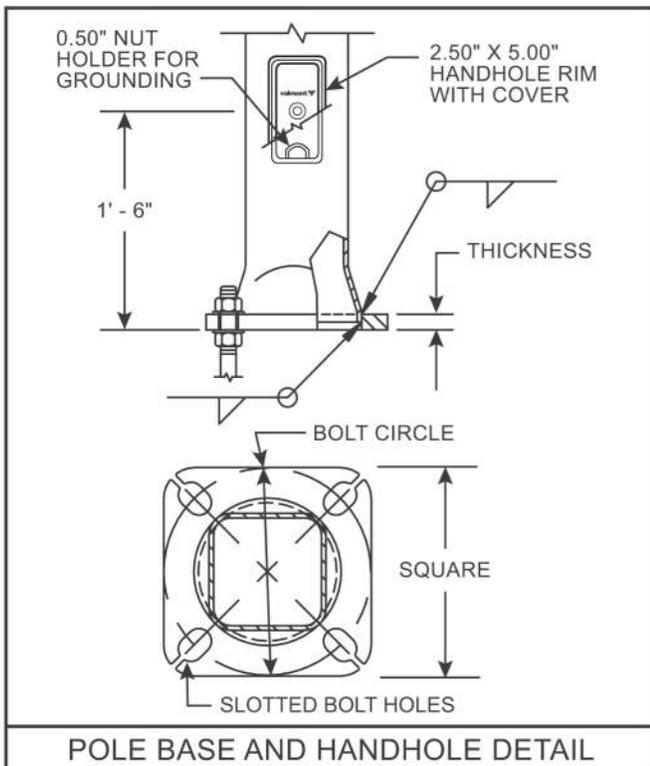
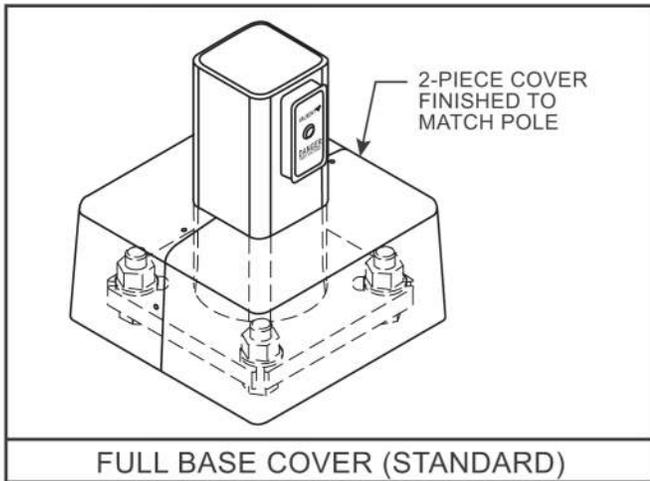
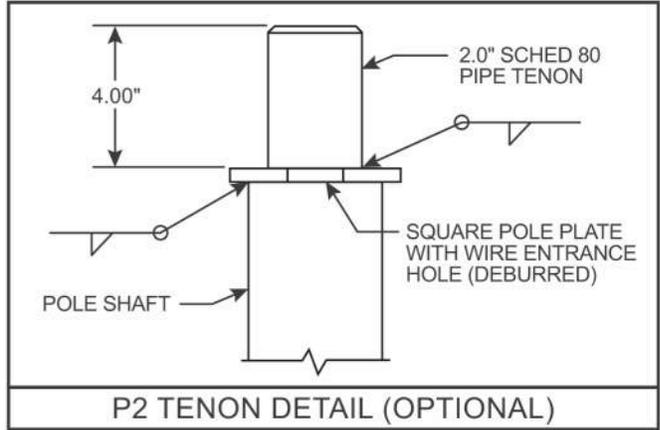
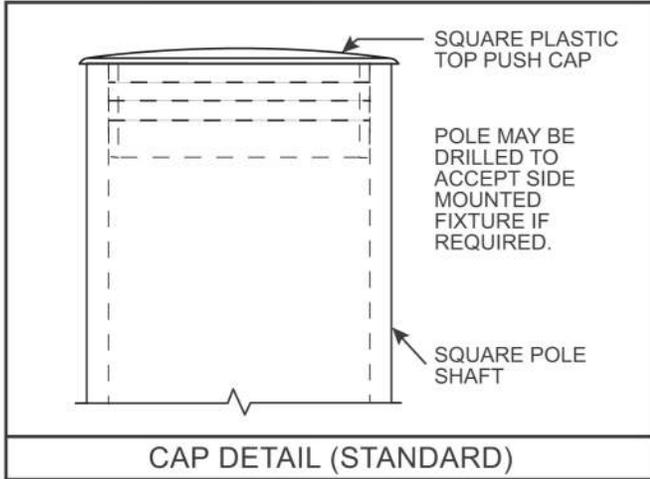
- Maximum EPA (Effective Projected Area) and weight values are based on side mounted fixtures only. Consult factory on loading criteria for pole mounted luminaires and/or brackets. Variations from sizes above are available upon inquiry at the factory. Satisfactory performance of poles is dependent upon the pole being properly attached to a supporting foundation of adequate design.
- Structure weight is a nominal value which includes the pole shaft and base plate only.
- Belled-bottom will have reduced thickness due to the cold-working process. However, the belled-bottom meets or exceeds the structural capacity of the original square section. In addition, the rounded section provides better fatigue resistance.

PRODUCT ORDERING CODES

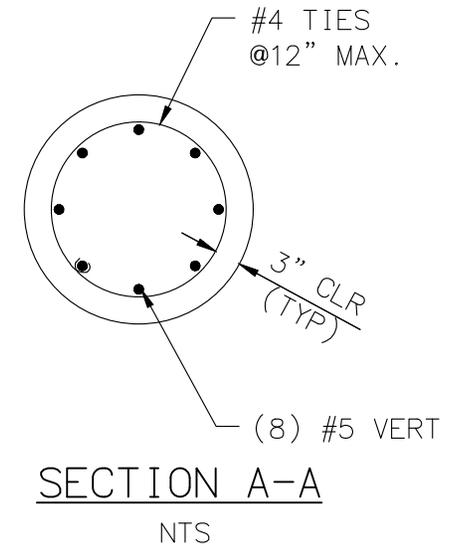
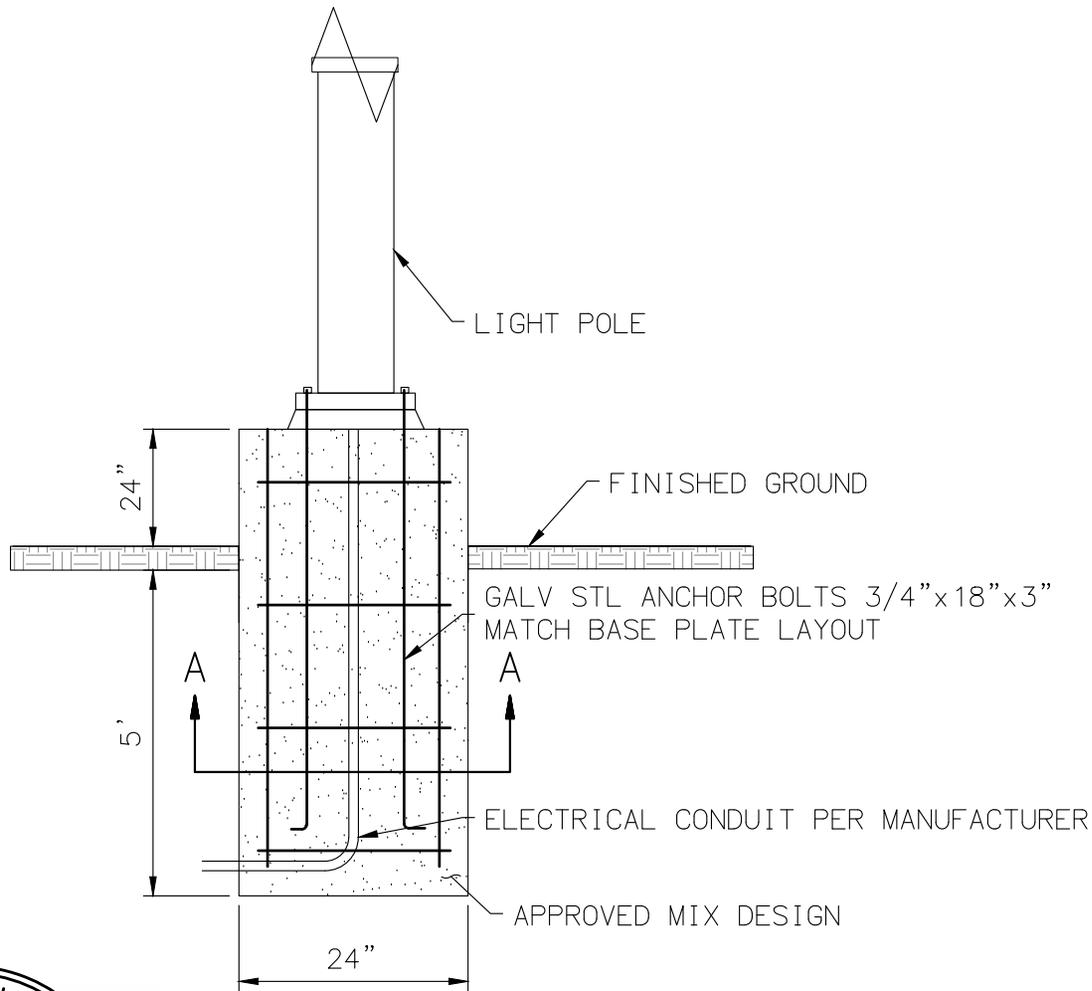
MODEL	DESIGNATION	FIXTURE MOUNTING	FINISH SYSTEM	STANDARD COLOR OPTIONS	BASE COVER	ANCHOR BOLTS	SUPPLEMENTAL INFO
DS330	500Q250	D2	FP	BK	FBC	AB	
	Select Correct Designation from the Load and Dimensional Data Chart.	Drill Mounting (See Orientation) D1 = (1) Drillings @ 270° D2 = (2) Drillings @ 90° & 270° D4 = (4) Drillings @ 0°, 90°, 180°, & 270° D5 = (2) Drillings @ 180° & 270° D6 = (3) Drillings @ 90°, 180°, & 270° Tenon Mounting P2 = 2.38" OD x 4" tenon P4 = 4.00" OD x 6" tenon P5 = 2.88" OD x 4" tenon P6 = 2.88" OD x 5" tenon P7 = 2.38" OD x 5" tenon P9 = Special Size (Specify) Other Options PC = Pole Cap PL = Plain Top (No Cap)	GV = Galvanized FP = Finish Painted -----OPTIONAL----- FPGV = Finish Paint over Galvanizing VP30 = V-PRO™ 30 System VP32 = V-PRO™ 32 System VP53 = V-PRO™ 53 System VP54 = V-PRO™ 54 System VP57 = V-PRO™ 57 System VP100 = V-PRO™ 100 System VP105 = V-PRO™ 105 System	GV = Galvanized BK = Black DB = Dark Bronze MB = Medium Bronze WH = White LG = Light Gray CB = Bronze DG = Dark Green ST = Sandstone HTG = Hunter Green SG = Slate Gray SL = Silver SC = Special Color (Specify)	FBC = Full Base Cover -----OPTIONAL----- 2T = Square Dart Cover	AB = With Anchor Bolts LAB = Without Anchor Bolts	

SPC7207 12/17 valmontstructures.com carries the most current spec information and supersedes these guidelines.

DS330 - Fatigue Resistant Square Non-Tapered Steel Pole



SPC7207 12/17 valmontstructures.com carries the most current spec information and supersedes these guidelines.



DELANE
ENGINEERING

2812 SANTA MONICA BLVD, SUITE 206
SANTA MONICA, CA 90404
PHONE: 310.546.5711-WWW.DELANEENGINEERING.COM

LIGHT POLE FOUNDATION

SCALE: 1"=20'	DRN BY: TN	CK'D BY: SU	
PROJ. NAME: MCKINNA ELEMENTARY			
PROJ. NUMBER 01-10157			1



CHANGE ORDER REQUEST

COR No. 239 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

Trash Enclosure Revision

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	14,637
	Subtotal:	14,637
Contractual Costs		
Fee		756
Subcontract Default Insurance		176
CCIP		185
Contractor Bond		112
	Subtotal:	1,229
Total Change Order Request Amount:		15,866

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

- MERITED
- NOT MERITED



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Change Order Request #029: CE #035 - ASI #15 Trash Enclosure revision

TO:	Oxnard School District 1051 South A Street Oxnard California, 93030	FROM:	Bernards 555 1st St San Fernando, California, 91340
PCO NUMBER/REVISION:	029 / 0	CONTRACT:	1 - McKinna Elementary School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Joel Cerda (Taft Electric Company)
STATUS:	Pending - Proceeding	CREATED DATE:	12/5 /2019
REFERENCE:		FIELD CHANGE:	No
SCHEDULE IMPACT:		LOCATION:	
		TOTAL AMOUNT:	\$14,637.00

POTENTIAL CHANGE ORDER TITLE: CE #035 - ASI #15 Trash Enclosure revision

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

Our quoted price for the referenced change is stated above.

CE #035 - ASI #15 Trash Enclosure Revision

Trash Enclosure Revision

Attached is back-up to support this additional scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:

- Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system unless otherwise listed on this PCO.
- Any weather proofing or sealing of exterior penetrations for water intrusion.
- Any fire proofing or sealing complete.
- Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
- Any and all parts and labor not specifically listed above or within.
- Any abatement including asbestos removal or containment.
- Any permits or fees.
- Any costs associated with the design, engineering (including wet stamps), or approval process.
- Any access panels.

ATTACHMENTS:

[TEC PCO #29 Trash Enclosure lighting.pdf](#)

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: McKinna Reconstruction

JOB# 2281

TEC CR#:

June 1st 2019- July 30 2019

CUST RFP#:

STRAIGHT TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	1.00	\$90.83
JOURNEYMAN	1.00	\$84.88
APPRENTICE	0.00	\$75.71
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$87.86

SHIFT WORK CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

Job ID: 2281 MCKINNA COR
Project: 2281 McKinna COR



Region: CE 035 ASI 15 TRASH ENCLOSURE

Item #	Qty	U/M	Q/M	Size	Description	Mat Result	Lab Result
E104							
180088	1.00	EA	M	20/1	BOLT-ON BREAKER		0.34
E201							
25	2.00	EA	M		TYPE C FIXTURE	422.00	2.00
ASMY	2.00	EA	M		BOX + CEILING SUPPORT	54.51	2.74
ASMY	45.00	FT	M		3/4" GRC (2)#10+G	202.78	8.94
ASMY	120.00	FT	M		3/4" PVC (2)#10+G	173.13	15.97
390123	120.00	FT	M	12" X 36" DEEP	TRENCH + BACKFILL	411.70	63.95
ASMY	1.00	EA	M		KEY SWITCH	94.34	1.14
						1,358.46	95.08

CED ROYAL INDUSTRIAL SOLUTIONS
 1807 PALMA DRIVE
 VENTURA CA 93003
 TEL: 805 642-0361 FAX: 805 654-0569

CONTACT: KARRIE

QUOTE FOR: TAFT ELECTRIC

ACCT #: 18-83374 TAFT-MCKINNA E.S. RECONSTRUCTI

MCKINNA E.S. RECONSTRUCTION
 1694 EASTMAN AVENUE
 VENTURA, CA 93003

QUOTATION		PAGE 001 OF 001	
QUOTE # 1096853	DATE 12/04/19	REV # 001	REV DATE 12/04/19
QUOTE EXPIRES 01/03/2020		PREPARED BY KT	
SLS 0184		INSL 9007	
FOB SHIPPING POINT		FREIGHT PREPAY & CHARGE	

CUS PO #: TEC PCO # 26 MARQUEE
JOB NAME: MCKINNA

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	2	KENAL	R548 45L40K DCC 277	WL	150.00	E	300.00
02	*		TYPE C WITH WL OPTION				
03	*		ALLOW 4 WEEKS TO SHIP FROM W				
04	*						
05	2	BOCAF	HPNLS-L06-4000K-30-	277-B-E-F-C-8'-8"	1,236.25	E	2,472.50
06	*		TYPE T				
07	*		ALLOW 4-6 WEEKS LEAD TIME				
08	*						
09	*		PLUS FREIGHT ON BOTH ESTIMATE FRT @ \$575.00				
10	*		PLUS TAX				

TOTAL: ~~2,772.50~~
\$422.

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner:	DSA File #: -
Project Name/School:	DSA App. #: -

APPLICANT		
CCD Cat. <input type="checkbox"/> A / <input type="checkbox"/> B, #:	Date Submitted:	Attached Pages?: <input type="checkbox"/> No <input type="checkbox"/> Yes (____pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name:	Contact Name:	
Email:	Phone Number:	
Address:		
City:	State:	Zip:
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input type="checkbox"/> For project currently under construction.		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge:	
Professional License #:	Discipline:

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

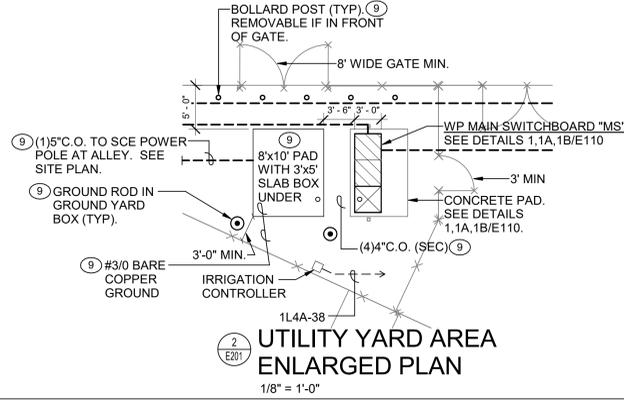
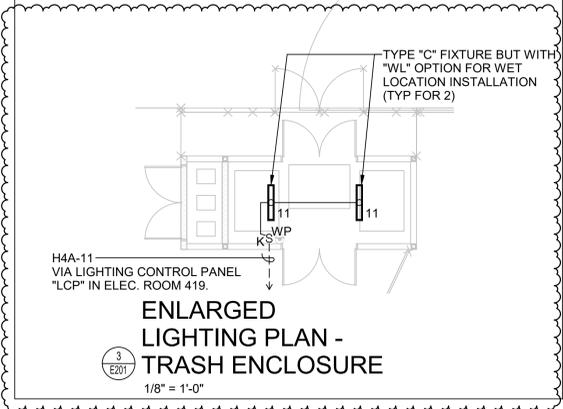
Signature: _____
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this this project.

Brief description of construction change (attach additional sheets if needed):

List of DSA approved drawings affected by this CCD: [G003](#), [G004](#), [C101](#), [C302](#), [A001](#), [A002](#), [A003](#), [A005](#), [A013](#), [S701](#), [P100](#), [P300](#), [P302](#), [E104](#), [E201](#)

DSA USE ONLY		DSA Stamp
SSS PF Date 09/17/19 <u>Approved</u> / Disapproved / Not Req'd	For business office use only Date Sent _____ Return By _____ Delivery Method _____	<div style="border: 2px solid black; border-radius: 15px; padding: 10px; text-align: center;"> <p>APPROVED DIV. OF THE STATE ARCHITECT</p> <p>APP. 03-118371 INC:</p> <p>REVIEWED FOR</p> <p>SS <input checked="" type="checkbox"/> FLS <input checked="" type="checkbox"/> ACS <input checked="" type="checkbox"/></p> <p>DATE: 11/14/2019</p> </div>
FLS MC Date 11/14/19 <u>Approved</u> / Disapproved / Not Req'd		
ACS MF Date 08/29/19 <u>Approved</u> / Disapproved / Not Req'd		
Remarks _____		

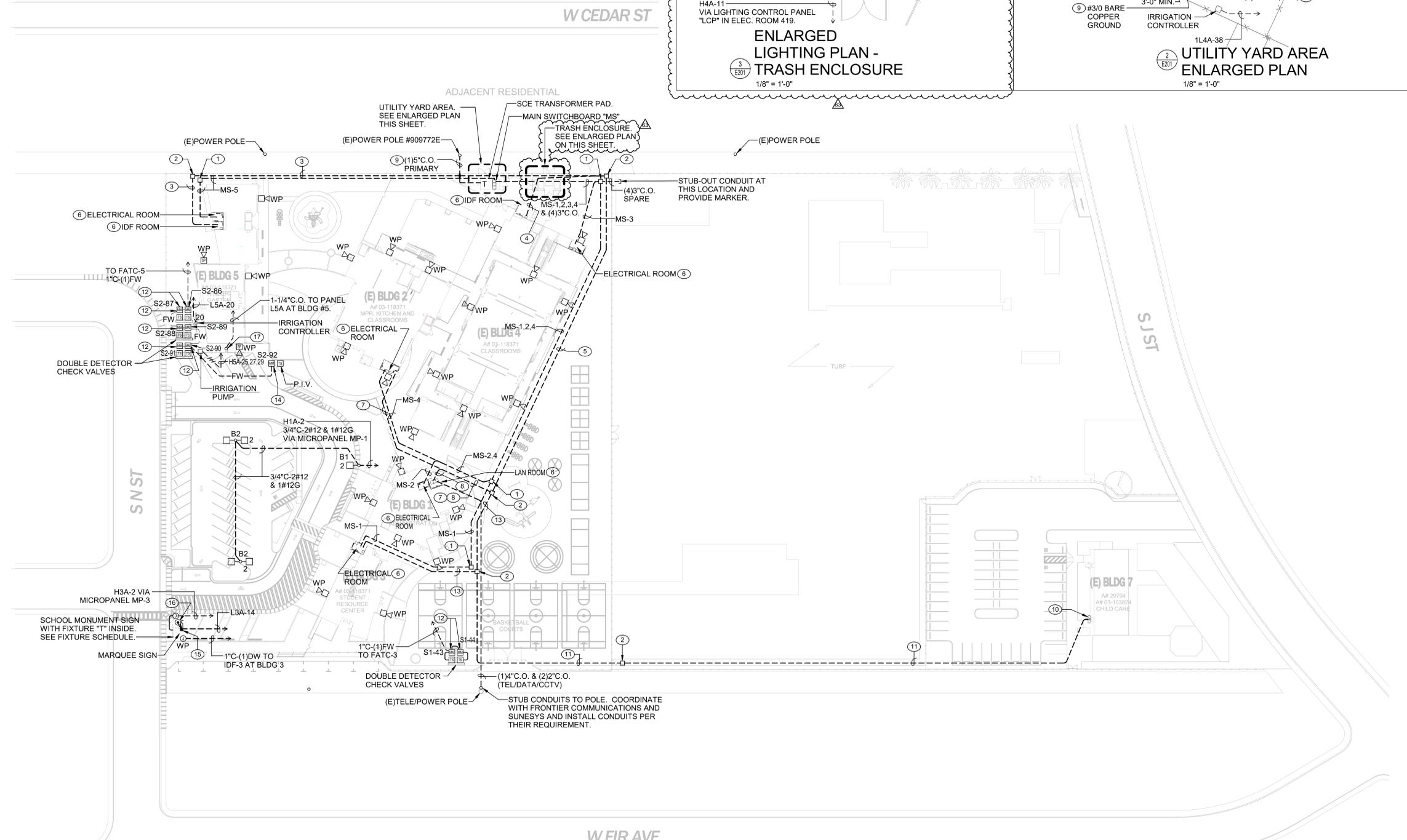


- KEYED NOTES**
- 2'x3'x3'D MIN UNDERGROUND CONCRETE PULLBOX WITH STEEL TRAFFIC COVER MARK "POWER". SEE DETAIL 9/E110.
 - 4'x4'x3'D MIN UNDERGROUND CONCRETE PULLBOX WITH STEEL TRAFFIC COVER MARK "SIGNAL". SEE DETAIL 9/E110.
 - 2"C, (1)DFO (DATA); 2"C, (1)FW, (1)N, (1)V (FA); 2"C, (1)SC (SEC); 2"C.O. (EMS); 2"C-(2)DW (LTG CONTROL); (1)2"C.O. SPARE.
 - 2"C, (2)DFO (DATA); 2"C, (2)FW, (2)N, (2)V (FA); 2"C, (2)SC (SEC); 2"C.O. (EMS); 2"C-(1)DW (LTG CONTROL); (1)2"C.O. SPARE.
 - 2"C, (3)DFO (DATA); 2"C, (1)FW, (1)N, (1)V (FA); 2"C, (1)SC (SEC); 2"C.O. (EMS); 2"C-(1)DW (LTG CONTROL); (1)2"C.O. SPARE.
 - TERMINATE CONDUITS TO RESPECTIVE CABINETS, PANELS OR HEADEND EQUIPMENT INSIDE ELECTRIC ROOM AND/OR IDF/LAN ROOM. SEE ENLARGED PLANS ON E406 & E407.
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 - (6) 2"C.O. SPARES FOR FUTURE SIGNAL SYSTEMS.
 - PROVIDE MONITOR MODULES AND CONNECT TO DDCV TAMPER SWITCHES. SEE CIVIL DRAWINGS FOR EXACT LOCATION OF DDCV.
 - 2"C, (1)DFO (DATA); 2"C, (1)FW, (1)N, (1)V (FA); 2"C, (1)SC (SEC); 2"C.O. (EMS); 2"C-(1)DW (LTG CONTROL); (1)2"C.O. SPARE.
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 - PROVIDE GROUND ROD IN GROUND YARD BOX. SEE DETAIL 7/E110. PROVIDE 3/4"C -1#6G AND CONNECT TO MARQUEE SIGN.
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 - SEE ONE LINE DIAGRAM ON SHEET FOR FEEDER SIZE CORRESPONDING TO FEEDER DESIGNATION SHOWN ON THIS SITE PLAN

APPROVED
DIV. OF THE STATE ARCHITECT
APP. 03-118371 INC.
REVIEWED FOR
SS FLS ACS
DATE: 11/14/2019

IDENTIFICATION STAMP
DIVISION OF REGULATION CT
SERVICES
FILE NO: 56-22
AR: 03-118371
AC _____ FLS _____ SS _____
DATE _____



UTILITY SERVICE PLANNERS

A. POWER SERVICE
GLENN GORSS
SOUTHERN CALIFORNIA EDISON COMPANY (SCE)
10060 TELEGRAPH ROAD
VENTURA, CA 93004
TEL # (805) 603-8061

B. TELEPHONE SERVICE
ROBERT MUSGROVE
FRONTIER COMMUNICATIONS
201 FLYNN ROAD
CAMARILLO, CA 93102
TEL # (805) 388-2240

C. DATA SERVICE
ROBERT SANTOS
SUNESYS
226 N. LINCOLN AVE
CORONA, CA 92881
OFF. TEL # (951) 278-0400 x3117
CP # (951) 235-6021

SPECIAL NOTE:
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ELECTRICAL SITE PLAN (ELEC) A10
1" = 40'-0"



PACIFIC ENGINEERS GROUP
2730 W. Main Street, Suite 205
Burbank, CA 91005
(818) 748-1758
FAX: (618) 763-9160 1/17/2024

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
OXNARD SCHOOL DISTRICT
16111 SOUTH JUST STREET
OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	3/15/2018
28	CCD3 10/12/18
28	CCD5 02/13/19
52	PR.17 5/14/19
63	CCD015 08/14/19

ELECTRICAL SITE PLAN

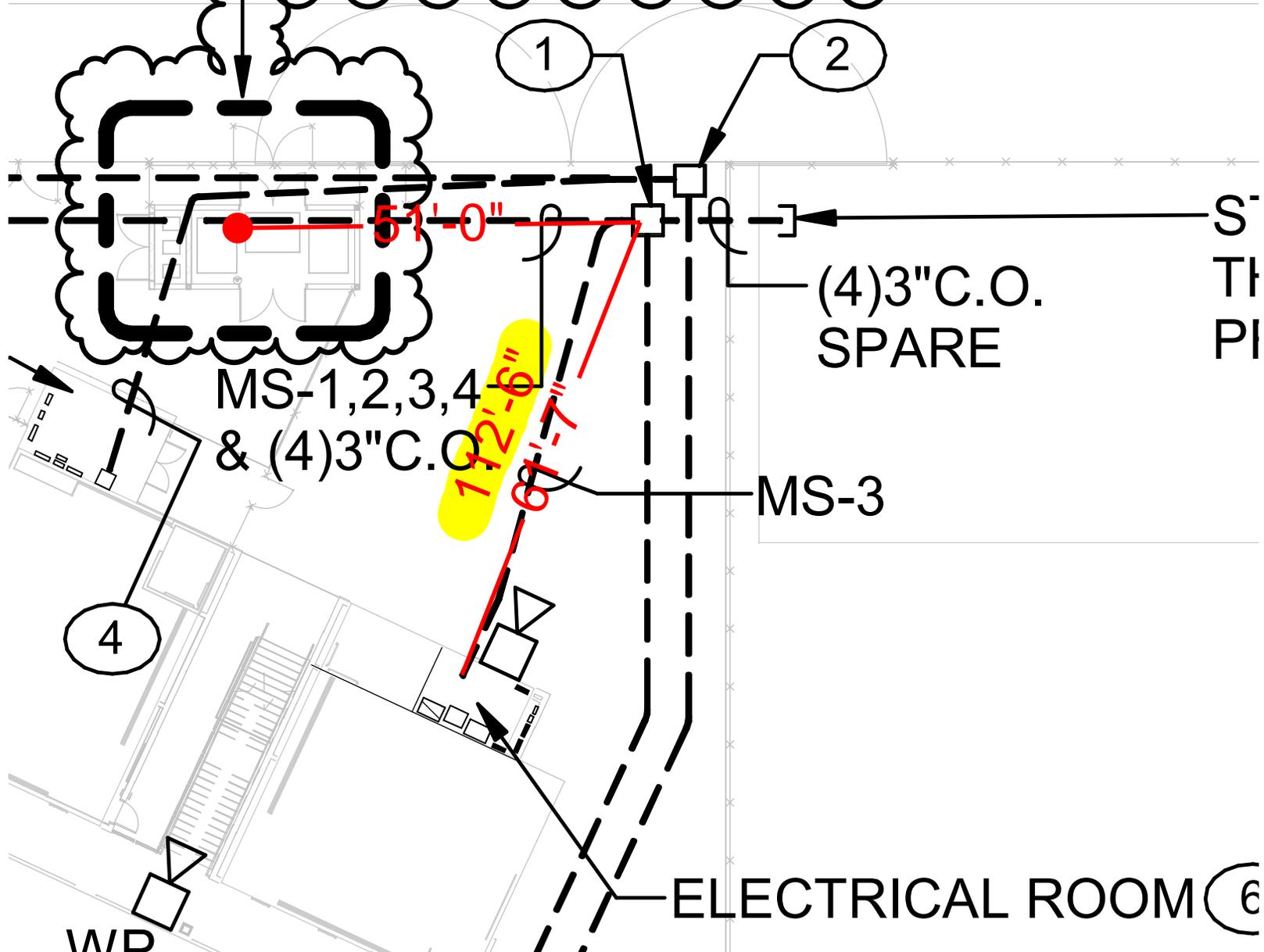


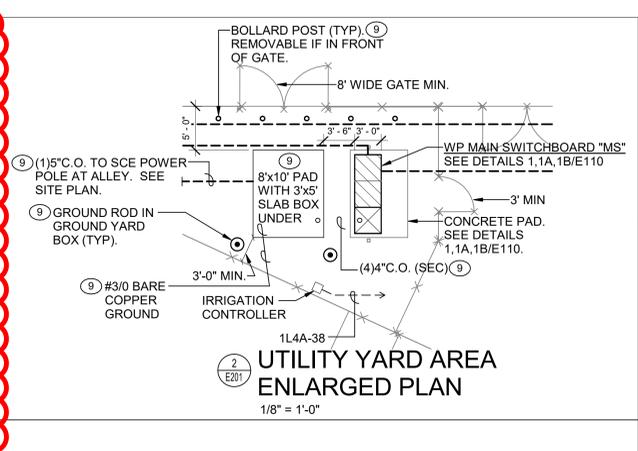
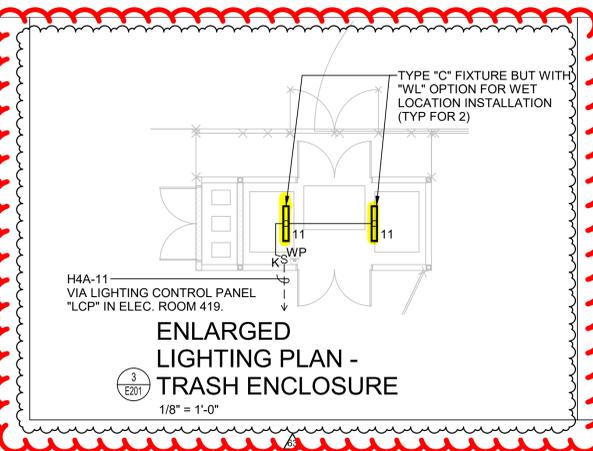
COSTA MESA OAKLAND
www.dougherty.us

E201

TRASH ENCLOSURE.
SEE ENLARGED PLAN
ON THIS SHEET.

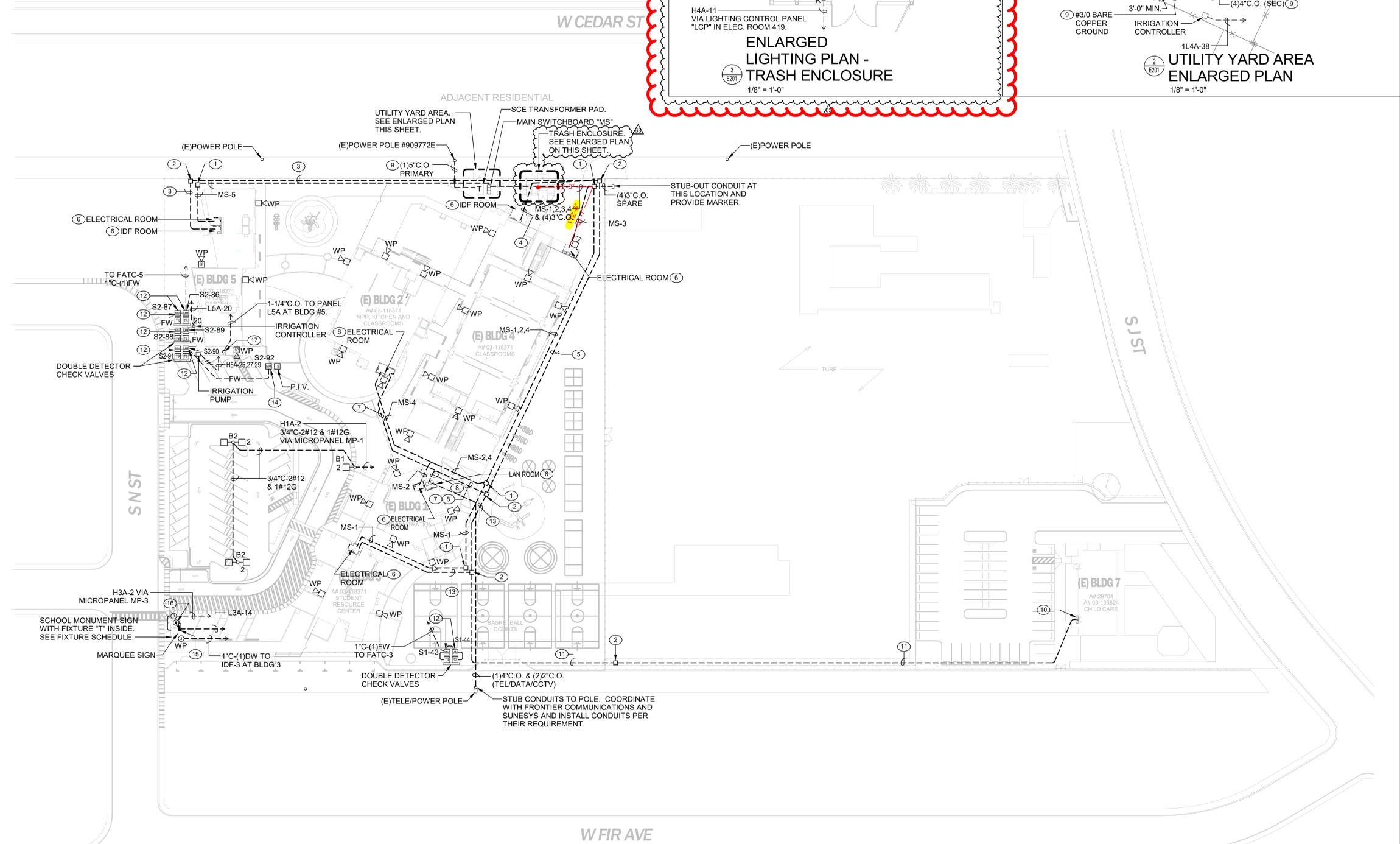
63





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UTILITY SERVICE PLANNERS

A. POWER SERVICE
GLENN GORSS
SOUTHERN CALIFORNIA EDISON COMPANY (SCE)
10060 TELEGRAPH ROAD
VENTURA, CA 93004
TEL # (805) 603-8061

B. TELEPHONE SERVICE
ROBERT MUSGROVE
FRONTIER COMMUNICATIONS
201 FLYNN ROAD
CAMARILLO, CA 93102
TEL # (805) 388-2240

C. DATA SERVICE
ROBERT SANTOS
SUNESYS
226 N. LINCOLN AVE
CORONA, CA 92881
OFF. TEL # (951) 278-0400 x3117
CP # (951) 235-6021

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IDENTIFICATION STAMP
DIVISION OF REGULATION CT
SERVICES

FILE NO: 56-22
AR: 03-118371
AC: FLS SS
DATE: _____



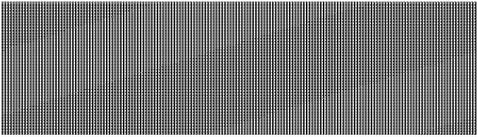
MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
OXNARD SCHOOL DISTRICT
16.11 SOUTH JUST STREET
OXNARD, CA 93033

ELECTRICAL SITE PLAN

COSTA MESA OAKLAND
www.dougherty.us

E201

ELECTRICAL SITE PLAN (ELEC) A10
1" = 40'-0"



CHANGE ORDER REQUEST

COR No. 244 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 427 - Relocate clock in Admin

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	1,101
	Subtotal:	1,101
Contractual Costs		
Fee		57
Subcontract Default Insurance		13
CCIP		14
Contractor Bond		8
	Subtotal:	92
Total Change Order Request Amount:		1,193

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

PED 3.23.20:



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Change Order Request #034: CE #051 - Clock Relocation due to RFI #427

TO:	Oxnard School District 1051 South A Street Oxnard California, 93030	FROM:	Bernards 555 1st St San Fernando, California, 91340
PCO NUMBER/REVISION:	034 / 0	CONTRACT:	1 - McKinna Elementary School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Joel Cerda (Taft Electric Company)
STATUS:	Pending - In Review	CREATED DATE:	2/25 /2020
REFERENCE:		FIELD CHANGE:	No
SCHEDULE IMPACT:		LOCATION:	
		TOTAL AMOUNT:	\$1,101.00

POTENTIAL CHANGE ORDER TITLE: CE #051 - Clock Relocation due to RFI #427

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #051 - Clock Relocation due to RFI #427

This request for change is to cover the cost to field investigate, coordinate, revisit and install a new conduit and cable for the clock relocation of the clock addressed on RFI #427.

Please provide an approved change order for the amount noted above if you would like Taft to proceed with this work.

Attached is back-up to support this additional scope. This price is based on documentation provided. Taft Electric reserves its rights to revise or amend this pricing should further work is performed within this scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:

1. Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system.
2. Any weather proofing or sealing of exterior penetrations for water intrusion.
3. Any fire proofing or sealing complete.
4. Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
5. Any and all parts and labor not specifically listed above or within.
6. Any abatement including asbestos removal or containment.
7. Any permits or fees.
8. Any costs associated with the design, engineering (including wet stamps), or approval process.
9. Any access panels.
10. HVAC, DDC, BMS, and EMS conduit, equipment, devices, wire and terminations.
11. Fire Alarm COMPLETE – including all conduit, boxes, cabling, testing and terminations – this scope will be carried and managed by the GC
12. Slack and seismic wires for recessed or surface fixtures and/or ceiling devices
13. Seismic design, engineering, support fabrication, backing or related.
14. Seismic design, engineering, supports, backing or related.
15. All LV and Access Controls cabling, hardware, installations, testing and terminations.
16. Paint, patching & drywall repair due to resulting from additional work.

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: McKinna Reconstruction JOB# 2281 TEC CR#: _____
 CUST RFP#: _____

STRAIGHT TIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	1.00	\$92.13
JOURNEYMAN	2.00	\$85.99
APPRENTICE	0.00	\$77.83
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$88.04

SHIFT WORK CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00



**REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION**

RFI No. : 427

Project: McKinna Elementary School Reconstruction

Date: 02-21-20

Discipline: Architectural

Subject: Relocate Clock in Admin Bldg.

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
E501	A10	Reception/Admin room 101

QUESTION

The clock in Admin reception area clashes with TV mounted adjacent to it. Per the field discussion, we recommend moving the clock to adjacent wall as shown in the picture below. Please advise.

ANSWER

Confirmed

KG, PED, 02.24.20

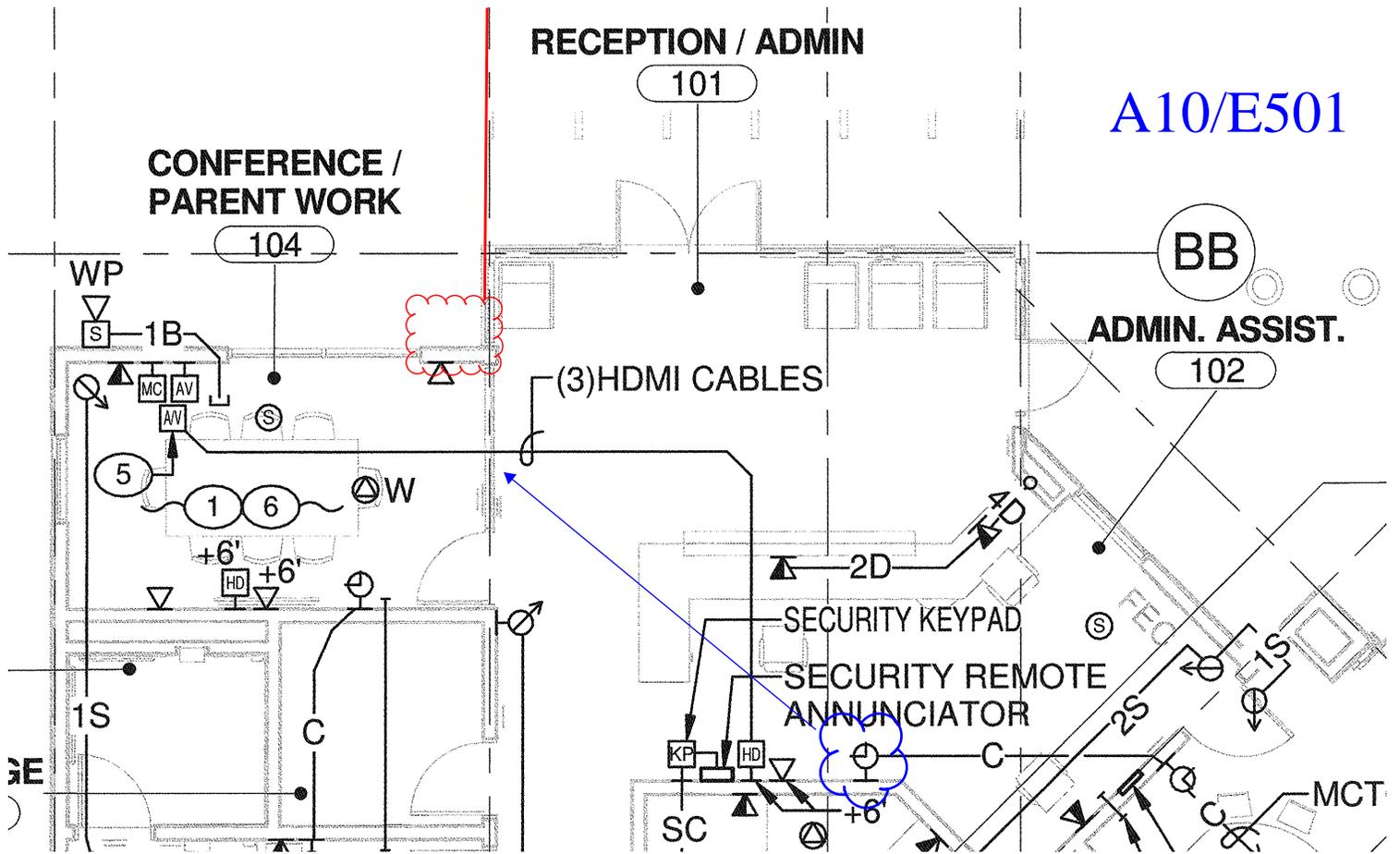
RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Taft Electric Co	Matt Gobuty	2/25/2020

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Arvind Balaji - Bernards

Submitted By: Arvind Balaji - Bernards





CONTINGENCY ALLOCATION REQUEST

Project: McKinna Elementary School Reconstruction

CAR No. 170 R0

Date: 3/15/2020

DESCRIPTION OF WORK

Transfer Allowance #4 to Contingency

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Transfer from Allowance #4		-25,000
Transfer to Contingency		25,000
	Subtotal:	0
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



OWNER ALLOWANCES

(C-8)

Project: McKinna Elementary School Reconstruction
Report By: Jaime Pace

Job No.: 1643.
Report Period: 3/1/2020

Owner Allowance Phase		Original Allowance Amount	Pending Allocations	Committed Allocations	Remaining Balance
601000.001. .	Owner Allowance - Haz Mat Abatement	30,000	0	0	30,000
601000.002. .	Owner Allowance - Soil Import / Export	200,000	(35,349)	(24,708)	139,943
601000.003. .	Owner Allowance - TV and AV Systems Mounts	25,000	(17,475)	0	7,525
601000.004. .	Owner Allowance - MPR Flooring	25,000	0	0	25,000
601000.005. .	Owner Allowance - Piano Room Floor Boxes	40,000	(4,792)	0	35,208
601000.006. .	Owner Allowance - Child Care Facility	200,000	0	0	200,000
601000.007. .	Owner Allowance - Site Furnishings	15,000	0	0	15,000
601000.008. .	Owner Allowance - Offsite Existing Utilities	32,500	0	0	32,500
603000. . .	Contract Contingency		0	0	0
Owner Allowance Totals		567,500	(57,616)	(24,708)	485,176
Total of remaining Allowance					(-) 230,000
Allowance to be transferred to Contingency					255,176

Arvind Balaji

From: Jaime Pace
Sent: Monday, March 16, 2020 8:38 AM
To: Arvind Balaji
Subject: FW: McKinna Allowances
Attachments: McKinna Allowances - Contingency transfer.pdf

Please add this email to back-up

Jaime Pace
Project Manager



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Please consider the environment before printing this e-mail.

From: Jaime Pace
Sent: Wednesday, March 11, 2020 3:53 PM
To: Mario Mera (Mmera@cfwinc.com) <Mmera@cfwinc.com>
Cc: Carl Magness <cmagness@bernards.com>
Subject: FW: McKinna Allowances

Mario, please reply to this request. Thank you

Jaime Pace
Project Manager



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From: Jaime Pace
Sent: Tuesday, March 03, 2020 3:19 PM
To: Mario Mera (Mmera@cfwinc.com) <Mmera@cfwinc.com>
Cc: Carl Magness <cmagness@bernards.com>
Subject: McKinna Allowances

Mario, based upon our previous conversation and direction, the attached list of Owner Allowances will be transferred to Contingency for use in "Contractor Contingency Allocations" as submitted and approved by CFW.

The total of \$255,176 will be transferred out of the Owner Allowance lines items indicated on the attached log retaining the remaining Phase Two balance of \$230,000

Please see attached log.

Thank you

Jaime Pace
Project Manager



555 First Street | San Fernando, CA 91340
T 818.898.1521 | C 310.909.9763
W www.bernards.com | E jp@bernards.com

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CONTINGENCY ALLOCATION REQUEST

Project: McKinna Elementary School Reconstruction

CAR No. 171 R0

Date: 3/15/2020

DESCRIPTION OF WORK

Transfer Allowance #5 to Contingency

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Transfer from Allowance #5		-35,208
Transfer to Contingency		35,208
	Subtotal:	0
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



OWNER ALLOWANCES

(C-8)

Project: McKinna Elementary School Reconstruction
Report By: Jaime Pace

Job No.: 1643.
Report Period: 3/1/2020

Owner Allowance Phase		Original Allowance Amount	Pending Allocations	Committed Allocations	Remaining Balance
601000.001. .	Owner Allowance - Haz Mat Abatement	30,000	0	0	30,000
601000.002. .	Owner Allowance - Soil Import / Export	200,000	(35,349)	(24,708)	139,943
601000.003. .	Owner Allowance - TV and AV Systems Mounts	25,000	(17,475)	0	7,525
601000.004. .	Owner Allowance - MPR Flooring	25,000	0	0	25,000
601000.005. .	Owner Allowance - Piano Room Floor Boxes	40,000	(4,792)	0	35,208
601000.006. .	Owner Allowance - Child Care Facility	200,000	0	0	200,000
601000.007. .	Owner Allowance - Site Furnishings	15,000	0	0	15,000
601000.008. .	Owner Allowance - Offsite Existing Utilities	32,500	0	0	32,500
603000. . .	Contract Contingency		0	0	0
Owner Allowance Totals		567,500	(57,616)	(24,708)	485,176
Total of remaining Allowance					(-) 230,000
Allowance to be transferred to Contingency					255,176

Arvind Balaji

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Attachments: McKinna Allowances - Contingency transfer.pdf

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Jaime Pace
Project Manager



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Please see attached log.

Thank you

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CONTINGENCY ALLOCATION REQUEST

Project: McKinna Elementary School Reconstruction

CAR No. 173 R0

Date: 3/15/2020

DESCRIPTION OF WORK

Transfer Allowance #8 to Contingency

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Transfer from Allowance #8		-32,500
Transfer to Contingency		32,500
	Subtotal:	0
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



OWNER ALLOWANCES

(C-8)

Project: McKinna Elementary School Reconstruction
Report By: Jaime Pace

Job No.: 1643.
Report Period: 3/1/2020

Owner Allowance Phase		Original Allowance Amount	Pending Allocations	Committed Allocations	Remaining Balance
601000.001. .	Owner Allowance - Haz Mat Abatement	30,000	0	0	30,000
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603000. . .	Contract Contingency		0	0	0
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Total of remaining Allowance					(-) 230,000
Allowance to be transferred to Contingency					255,176

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Jaime Pace
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Please consider the environment before printing this e-mail.

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

#17-41

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

- 2 -

amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together

#17-41

with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

- 4 -

agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

- 5 -

#17-41

specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

- 6 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply

with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.

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- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

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SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of

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this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign TBD as Project Manager/Superintendent for the Project. So long as TBD remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

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business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

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- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous

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materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the

District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR:

Bernards
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Rick Falt
Title: Executive VP
Date: 6.30.2017

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the
State of California

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00)**, to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOB) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

- 24 -

#17-41

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR:

THE DISTRICT:

Oxnard School District,
a California school district

By: Rich Foeltz

By: Lisa A. Franz

Title: Executive Vice President

Title: Lisa A. Franz, Director, Purchasing

Date: 6.30.2017

Date: 8-11-17

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 5, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 009 to Construction Services Agreement # 17-41, with Bernards for the McKinna ES Reconstruct Project (Penanhoat/Miller/CFW)

As part of the provision of permanent power for the new McKinna Campus, Southern California Edison (SCE) required the undergrounding of existing overhead utilities and the rerouting of an underground power line located in the North Alley. Change Order No. 009 addresses undergrounding of existing overhead utilities (i.e., SCE, Charter/Spectrum, and Frontier Communications) located along N Street. This change order also includes the rerouting of a new underground electrical power line in a new trench located in the North Alley. Lastly, also included in this change order is a credit due to the District resulting from unused funds for Allowance #2. Change Order No. 009 provides for the Board's consideration and ratification of the following PCO's:

- PCO 232 – SCE Conduit Install N Street
- PCO 233 – SCE Conduit Extend North Alley
- PCO 156 - Allowance #2, Unused funds

FISCAL IMPACT:

Nineteen Thousand Two Hundred Ninety-One Dollars and No Cents (\$19,291.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #009 for Master Agreement #17-41 with Bernards.

ADDITIONAL MATERIALS:

- Attached:** [Change Order No. 009 - Bernards \(2 Pages\)](#)
[PCO 232 - SCE Conduit Install N Street \(11 Pages\)](#)
[PCO 233 - SCE Conduit Extend North Alley \(6 Pages\)](#)
[PCO 156 - Transfer Allowance #2 to Contingency \(4 Pages\)](#)
[Construction Services Agreement #17-41, Bernards \(25 Pages\)](#)



CHANGE ORDER

Date: 8/5/2020

CHANGE ORDER NO. 009

PROJECT: MCKINNA ES RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-41

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT Perkins Eastman
 3194 D Airport Loop Drive,
 Costa Mesa, CA 92626

CONTRACTOR:
 Bernards Bros. Inc.
 555 First Street
 San Fernando, CA 91340
 Attn: Carl Magness

Architects Proj. No.: 72538-101
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118371

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 28,319,338.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-008).....	\$ 324,081.00
ADJUSTED CONTRACT SUM.....	\$ 28,643,419.00
NET CHANGE -	\$ 19,291.00

Total Change Orders to Date:	\$ 343,372.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 009...	\$ 28,662,710.00

Commencement Date:	July 16, 2018
Original Completion Date:	February 15, 2020
Original Contract Time:	580 Calendar Days
Time Extension for all Previous Change Orders:	Zero Calendar Days
Time Extension for this Change Order:	Zero Calendar Days
Adjusted Completion Date:	February 15, 2020

Percentage(1.21%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	PCO 232 – SCE Conduit Install N Street				\$106,800.00
2.	PCO 233 - SCE Conduit Extend North Alley				\$52,434.00
3.	PCO 156 - Unused Allowance No. 2 Credit	(\$139,943.00)			
	Totals	(\$139,943.00)	\$0.00	\$0.00	\$159,234.00

Total Change Order No. 009.....**\$19,291.00**

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASSIST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

INTERIM ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

INTERIM ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 232 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

Taft SCE Conduit (N Street)

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	98,529
	Subtotal:	98,529
Contractual Costs		
Fee		5,086
Subcontract Default Insurance		1,182
CCIP		1,246
Contractor Bond		757
	Subtotal:	8,271
Total Change Order Request Amount:		106,800

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

MERITED
 NOT MERITED



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

DRAFT

Change Order Request #022: CE #029 - Pole relocation Utilities

TO:	Oxnard School District 1051 South A Street Oxnard California, 93030	FROM:	Bernards 555 1st St San Fernando, California, 91340
PCO NUMBER/REVISION:	022 / 0	CONTRACT:	1 - McKinna Elementary School Prime Contract
REQUEST RECEIVED FROM:	Mitch Michaelis (Bernards)	CREATED BY:	Joel Cerda (Taft Electric Company)
STATUS:	Draft	CREATED DATE:	9/20 /2019
REFERENCE:		FIELD CHANGE:	No
SCHEDULE IMPACT:		LOCATION:	
		TOTAL AMOUNT:	\$98,529.00

POTENTIAL CHANGE ORDER TITLE: CE #029 - Pole relocation Utilities

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #029 - Pole relocation Utilities

This request for change is to cover TEC PCO #22 Underground SCE, Charter/Spectrum, and Frontier utility conduits. "SCE OVERHEAD RELOCATION"

Please provide an approved change order for the amount noted above for this completed work.

Attached is back-up to support this additional scope. This price is based on documentation provided. Taft Electric reserves its rights to revise or amend this pricing should further work is performed within this scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:

1. Demo and replacement of curb.
2. Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
3. Any and all parts and labor not specifically listed above or within.
4. Any abatement including asbestos removal or containment.
5. Any costs associated with the design, engineering (including wet stamps), or approval process.
6. Seismic design, engineering, support fabrication, backing or related.
7. Seismic design, engineering, supports, backing or related.

ATTACHMENTS:

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: McKinna Reconstruction

JOB# 2281

TEC CR#:

June 1st 2019- July 30 2019

CUST RFP#:

STRAIGHT TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	1.00	\$90.83
JOURNEYMAN	1.00	\$84.88
APPRENTICE	0.00	\$75.71
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$87.86

SHIFT WORK CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

Job ID: 2281 MCKINNA COR
Project: 2281 McKinna COR



Collapsed Takeoff

20 Sep 2019

Region: CE XX FRONTIER & CHARTER INFO

Item #	Qty	U/M	Q/M	Size	Description	Mat Result	Lab Result
EDISON							
ASMY	315.00	FT	M	4" PVC	1-DUCT/NO TRENCHING	1,506.22	62.41
ASMY	2.00	EA	M	4" GRC	GRC 90D ELB/SWEEP 36"	700.42	9.80
CHARTER							
ASMY	315.00	FT	M	2" PVC	2-DUCT/NO TRENCHING	1,263.52	65.62
ASMY	4.00	EA	M	2" PVC	PVC 90D ELBOW/SWEEP	119.27	4.40
FRONTIER							
ASMY	315.00	FT	M	4" PVC	2-DUCT/NO TRENCHING	3,002.30	108.26
ASMY	4.00	EA	M	4" GRC	GRC 90D ELB/SWEEP 36"	1,400.85	19.60
TRENCHING AND BACKFILL							
390129	220.00	FT	M	30" X 48" DEEP	BACKHOE TRENCH+BACKFILL	2,070.60	9.44
390437	80.00	YD	M		CONCRETE ENCASEMENT RED	14,400.00	24.00
390443	9.00	EA	M		ADD PER DELIV TICKET (TRUCK) IF PW JOB	2,700.00	
						27,163.17	303.53

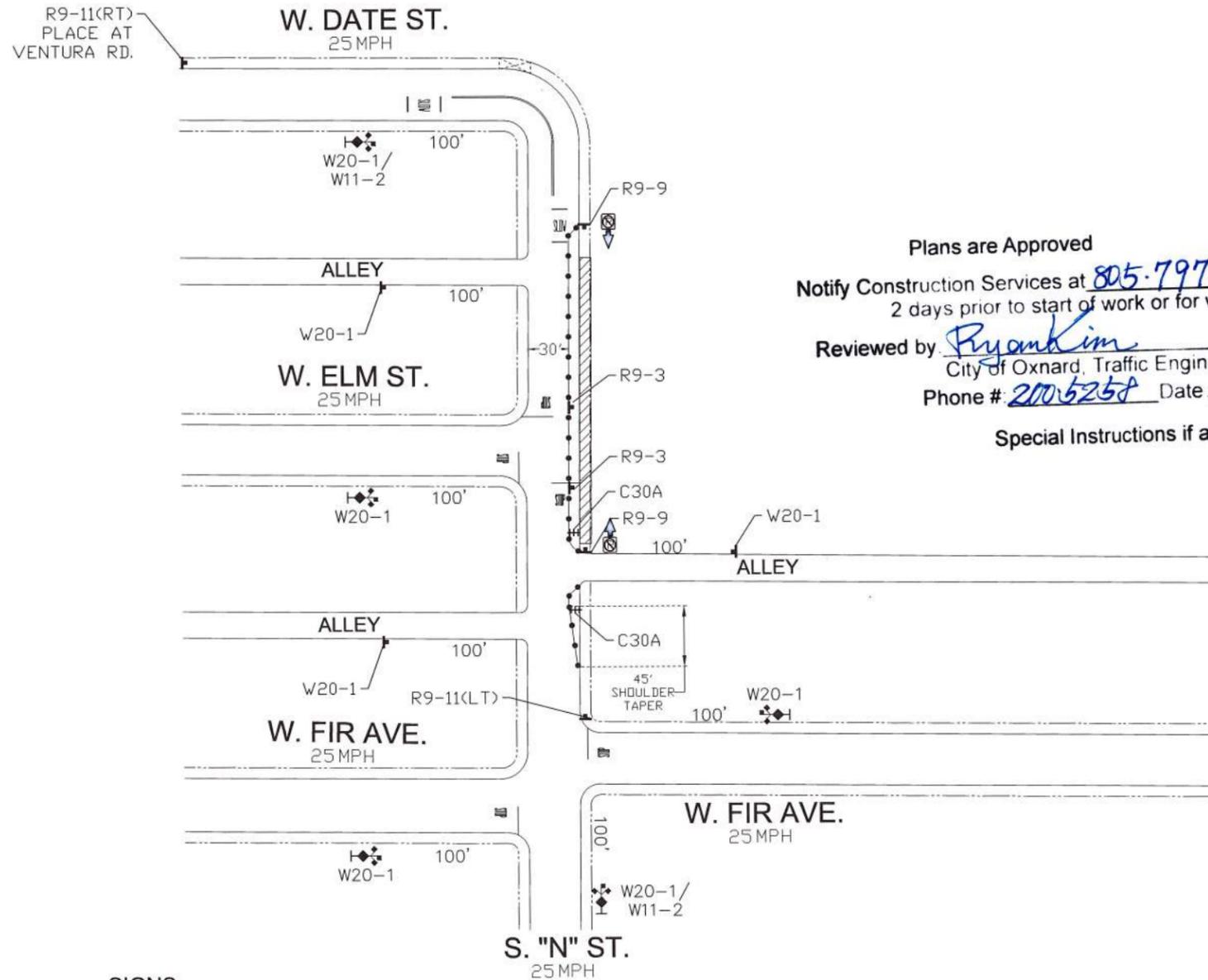
WORK HOURS: 9AM-3:30PM

LEGEND

- TRAFFIC CONE 28" (REFLECTIVE)
- ⊥ TYPE II BARRICADE WITH SIGN
- ⊥ TYPE III BARRICADE WITH SIGN
- ⊥ SIGN WITH HIGH LEVEL WARNING DEVICE (FLAGTREE)
- ⊥ POST TEMPORARY NO PARKING SIGNS
- ⊥ FLAGGER
- ▨ WORK ZONE (ACTIVITY AREA) LIMITS
- ← PAVEMENT MARKING
- 4521 ADDRESS

CITY OF OXNARD-TRAFFIC CONTROL GENERAL NOTES

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL THE TRAFFIC CONTROL DEVICES AS SHOWN HEREON, AS WELL AS ANY ADDITIONAL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED TO ENSURE THE SAFE MOVEMENT OF TRAFFIC AND PEDESTRIANS THROUGH OR AROUND THE WORK ZONE, AND PROVIDE MAXIMUM PROTECTION AND SAFETY TO CONSTRUCTION WORKERS.
2. ALL TRAFFIC CONTROL DEVICES AND THEIR PLACEMENT SHALL CONFORM TO THE REQUIREMENTS OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA-MUTCD), 2014 EDITION -REVISION 4.
3. FIELD CHANGES, OTHER THAN MINOR ADJUSTMENTS APPROVED BY THE CITY'S INSPECTOR OR AUTHORIZED AGENT, MUST BE AUTHORIZED IN WRITING BY THE CITY OF OXNARD TRANSPORTATION SERVICES MANAGER OR CITY TRAFFIC ENGINEER.
4. PLAN IMPLEMENTATION AND DEVICE PLACEMENT SHALL BE PERFORMED BY TRAINED PERSONNEL.
5. ALL FLAGGERS SHALL BE CERTIFIED AS REQUIRED BY CAL OSHA.
6. TRAFFIC CONTROL DEVICES MUST BE MONITORED AND MAINTAINED BY THE CONTRACTOR AT ALL TIMES.
7. TEMPORARY NO PARKING SIGNS MUST BE PLACED 72 HRS IN ADVANCE OF SCHEDULE CLOSURE.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVEWAYS, RESIDENCES AND BUSINESS AT ALL TIMES UNLESS OTHERWISE NOTED. CONTRACTOR SHALL NOTIFY ALL AFFECTED RESIDENCES AND BUSINESSES 72 HRS IN ADVANCE PRIOR TO CLOSURE OF A DRIVEWAY OR ACCESS.
9. CONTRACTOR SHALL NOTIFY CONSTRUCTION SERVICES AT 805-797-0818 TWO (2) DAYS PRIOR TO THE START OF WORK.
10. ALL TRAFFIC CONTROL DEVICES SHALL BE REMOVED AT THE END OF THE WORKING DAY. WORKING HOURS AUTHORIZED BY THE CITY OF OXNARD SHALL NOT BE VIOLATED. VIOLATIONS MAY RESULT IN A STOP WORK ISSUED BY THE CITY INSPECTOR.
11. TRAFFIC CONTROL DEVICES TO REMAIN IN PLACE OVERNIGHT SHALL BE LIGHTED.
12. TRAFFIC CONTROL DEVICES SHALL NOT BE PLACED ON PRIVATE PROPERTY.

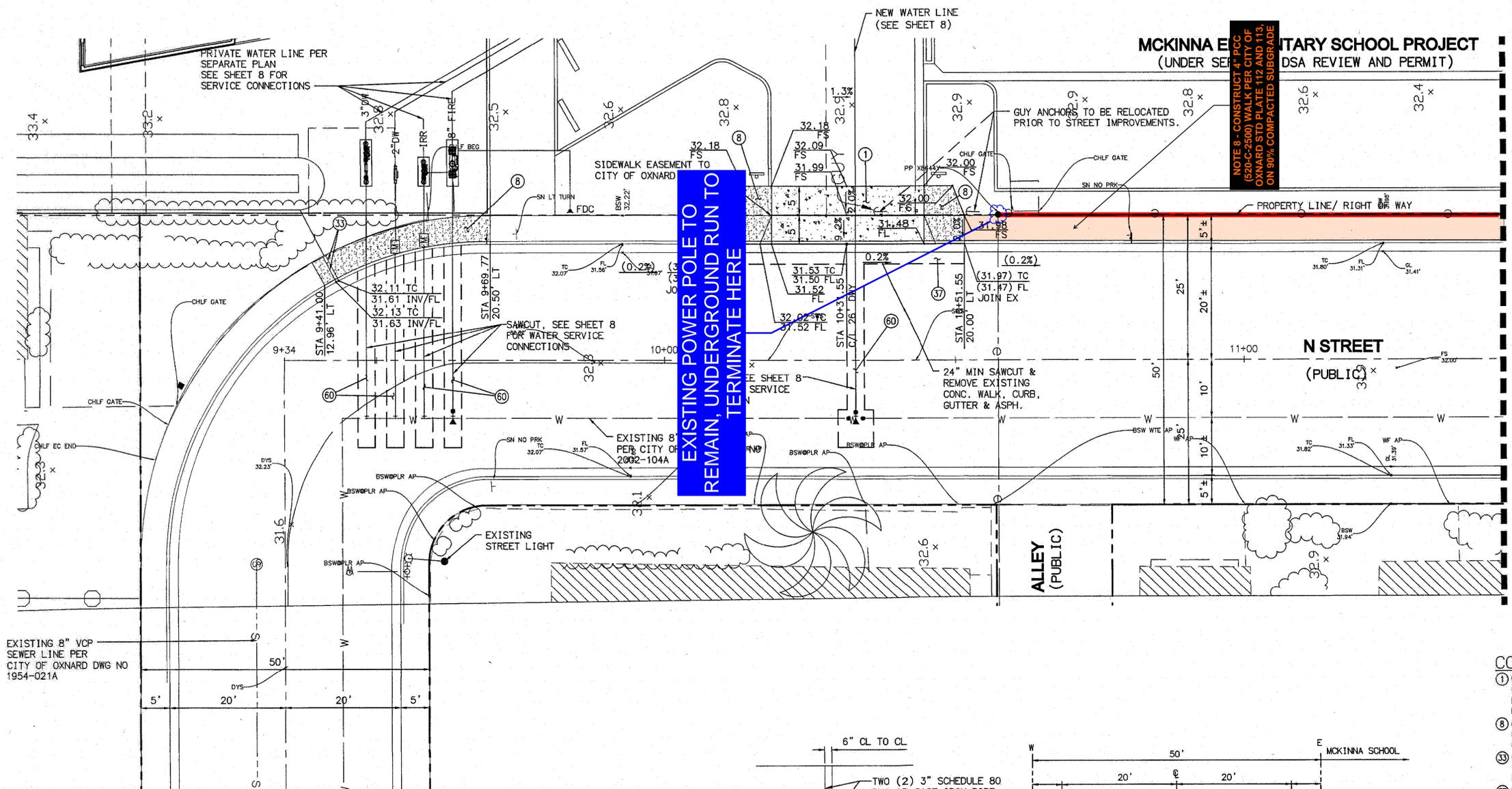


SIGNS:



PREPARED BY: TOTAL BARRICADE SERVICE, INC. 701 E. VENTURA BLVD. OXNARD, CA 93036 PH: (805)485-0345 FAX: (805)485-7411 E-MAIL: tbsgroup@totalbarricade.com	PLAN COMPLETED: 10/8/19 REV: 10/17/19	CITY OF <u>OXNARD</u> APPROVAL	PLAN PREPARED FOR: MITCH MICHAELIS BERNARDS PH: (818)898-1521 EMAIL: MMICHAELIS@BERNARDS.COM
PLAN-11"x17" PLAN NOT TO SCALE LIC# 826823		SCOPE OF WORK: DUCT BANK INSTALLATION	SHEET 1 OF 1

2019_0406_1/1



MCKINNA ELEMENTARY SCHOOL PROJECT
(UNDER SEPARATE DSA REVIEW AND PERMIT)

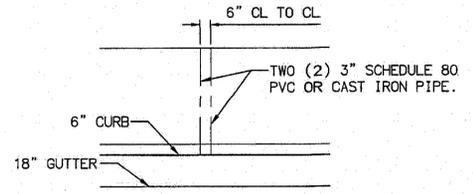
NOTE 8 - CONSTRUCT 4" PCC (520-C-2500) WALK PER CITY OF OXNARD STD PLATE 112 AND 113, ON 90% COMPACTED SUBGRADE

EXISTING POWER POLE TO REMAIN, UNDERGROUND RUN TO TERMINATE HERE

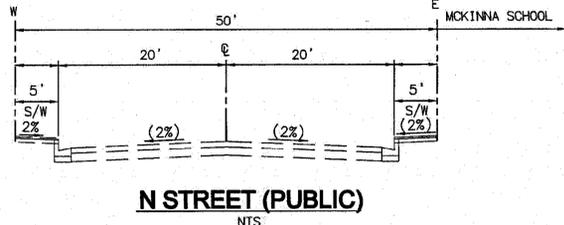
SEE SHEET 3

EXISTING 8" VCP SEWER LINE PER CITY OF OXNARD DWG NO 1954-021A

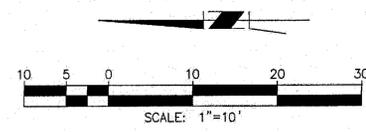
DATE ST (PUBLIC)



(A) SIDEWALK DRAIN PIPE
INSPECTION BY DSA N.T.S.

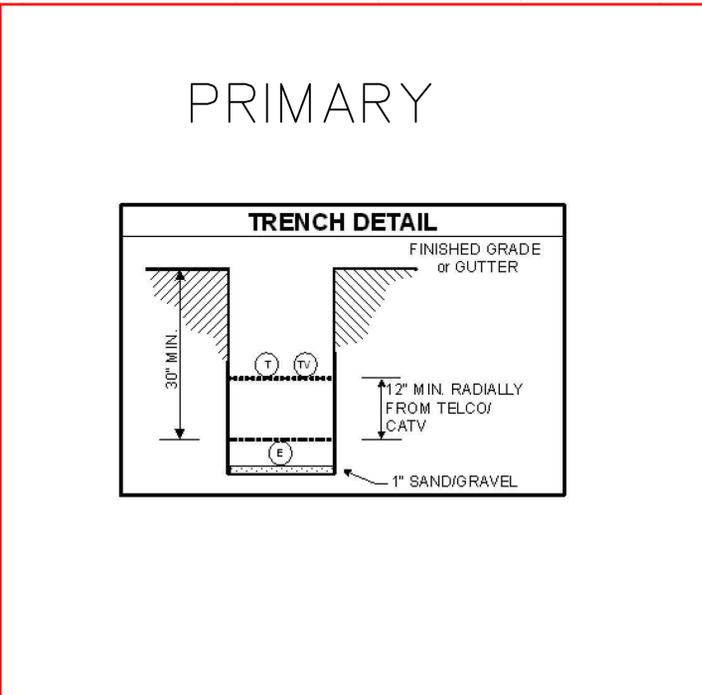


N STREET (PUBLIC)
NTS



CONSTRUCTION NOTES

- ① CONSTRUCT CONCRETE DRIVEWAY APPROACH PER CITY OF OXNARD STANDARD PLATE 115, W=(SEE PLAN), X=2', Z=8" WITH REBAR 12' O.C. MODIFIED PER PLAN
- ② CONSTRUCT 4" PCC (520-C-2500) WALK PER CITY OF OXNARD STD PLATE 112 AND 113, ON 90% COMPACTED SUBGRADE.
- ③ CONSTRUCT PARKWAY DRAIN PER CITY OF OXNARD STD PLAN 122 WITH (2) 3" PIPES TO CURB PER DETAIL A HEREON
- ④ REMOVE EXISTING AC AND RECOMPACT EXISTING BASE TO 90% RELATIVE COMPACTION. REPLACE AC PAVEMENT SECTION TO MATCH EXISTING PLUS 1-INCH TACK COAT 0.10 GAL/SY SS-IH ALL VERTICAL SURFACES.
- ⑤ TRENCH BACKFILL PER CITY OF OXNARD STD PLATE 602



NP 18-02
HTE 17-5135

PREPARED BY
DELANE ENGINEERING
2812 SANTA MONICA BLVD, SUITE 208
SANTA MONICA, CA 90404
PHONE: 310-548-5711 WWW.DELANEENGINEERING.COM
7/23/19
SCOTT DELANE UHLES RCE NO 72391 EXP 6/30/20



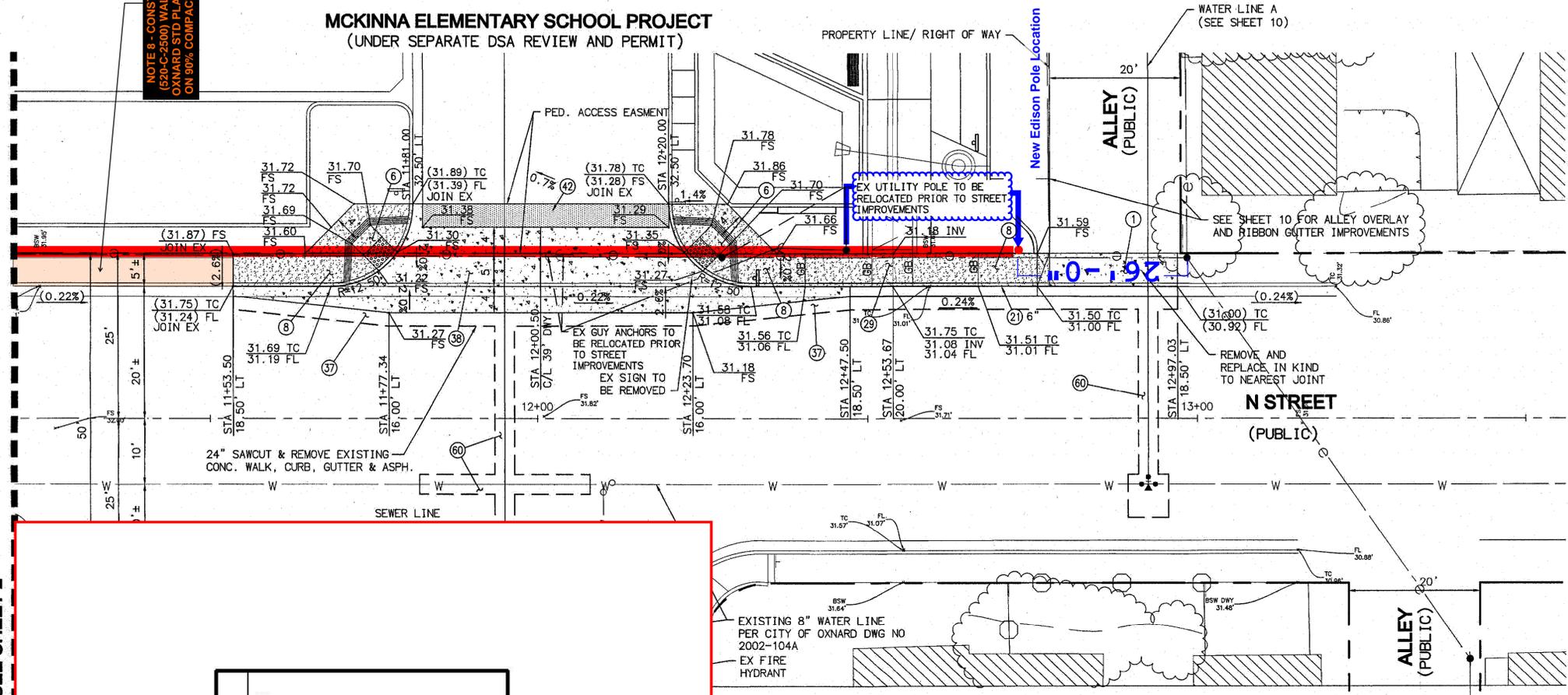
REVISIONS			
MARK	DATE	DESCRIPTION	BY

OXNARD DEVELOPMENT SERVICES DEPARTMENT
MCKINNA ELEMENTARY SCHOOL N STREET IMPROVEMENTS
ACCEPTED BY: *Paul J. Wendt* 7.31.19
CITY ENGINEER R.C.E. 46333 (EXP. 12-31-20) DATE
REVIEWED BY: *Chen Nguyen* 7.31.19
SCALE: HORIZ. 1"=10' VERT. 1"=4'
SHEET No. 2 OF 10
DRAWING NUMBER 18-06A
CHECKED BY:

PLOT DATE: 5/23/19 4:48 PM FILE NAME: D:\COURT\DATA\101517\CA\LAND\CONSTRUCTION DOCUMENT\CITY\18-02\18-06A.dwg

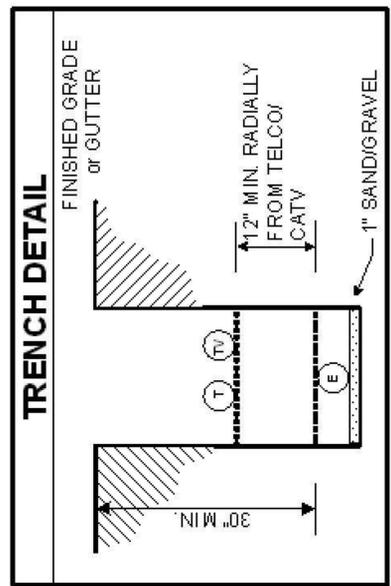
NOTE 8 - CONSTRUCT 4" PCC (520-C-2500) WALK PER CITY OF OXNARD STD PLATE 112 AND 113, ON 90% COMPACTED SUBGRADE

MCKINNA ELEMENTARY SCHOOL PROJECT
(UNDER SEPARATE DSA REVIEW AND PERMIT)



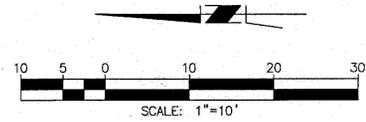
SEE SHEET 2

PRIMARY



CONSTRUCTION NOTES

- ① CONSTRUCT CONCRETE DRIVEWAY APPROACH PER CITY OF OXNARD STANDARD PLATE 115, W=(SEE PLAN), X=2', Z=8" WITH REBAR 12" O.C. MODIFIED PER PLAN
- ② CONSTRUCT CURB RAMP PER CITY OF OXNARD STANDARD PLATE 110, CASE A, TYPE 3. TRUNCATED DOMES SHALL BE CAST-IN-PLACE TACTILE SYSTEMS, ARMOUR TILE MODEL ADA-C-1212, FEDERAL YELLOW (FS 33538 OF FEDERAL STANDARD 595C) OR EQUAL
- ③ CONSTRUCT 4" PCC (520-C-2500) WALK PER CITY OF OXNARD STD PLATE 112 AND 113, ON 90% COMPACTED SUBGRADE.
- ④ CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
- ⑤ CONSTRUCT PARKWAY DRAIN PER CITY OF OXNARD STD PLATE 124, TYPE 1, S=72"
- ⑥ REMOVE EXISTING AC AND RECOMPACT EXISTING BASE TO 90% RELATIVE COMPACTION. REPLACE AC PAVEMENT SECTION TO MATCH EXISTING PLUS 1-INCH TACK COAT 0.10 GAL/SY SS-IH ALL VERTICAL SURFACES.
- ⑦ CONSTRUCT CROSS GUTTER AND SPANDREL PER CITY OF OXNARD STD PLATE 114, MODIFIED PER PLAN.
- ⑧ CONSTRUCT AC PAVEMENT, 4" AC OVER 6" AB (TI=6, R=35). FINAL SECTION TO BE DETERMINED BY SOILS ENGINEER BASED ON R-VALUE ANALYSIS AND APPROVED BY CITY ENGINEER.
- ⑨ TRENCH BACKFILL PER CITY OF OXNARD STD PLATE 602



NP 18-02
HTE 17-5135

PREPARED BY

DELANE ENGINEERING
 2812 SANTA MONICA BLVD, SUITE 206
 SANTA MONICA, CA 90404
 PHONE: 310.346.5711 WWW.DELANEENGINEERING.COM
 SCOTT DELANE UHLES RCE NO 72391 EXP 6/30/20



REVISIONS		
MARK	DATE	DESCRIPTION

OXNARD DEVELOPMENT SERVICES DEPARTMENT
McKINNA ELEMENTARY SCHOOL N STREET IMPROVEMENTS
 ACCEPTED BY: *Paul J. Wood* 7.31.19
 CITY ENGINEER R.C.E. 46333 (EXP. 12-31-20) DATE
 REVIEWED BY: *Scott Delane Uhles* 7.31.19
 SCALE: HORIZ: 1"=10' VERT: 1"=2'
 SHEET No. 3 OF 10
 DRAWING NUMBER 18-06A
 CHECKED BY: DATE

Unless otherwise specified on the working drawing which forms a part of the specification, the Contractor/Developer shall furnish the following items at no cost to the Edison Company.

Southern California Edison Company has attempted to correctly show all existing utilities and substructures in the vicinity of the work, but does not guarantee there are no other substructures in the area.

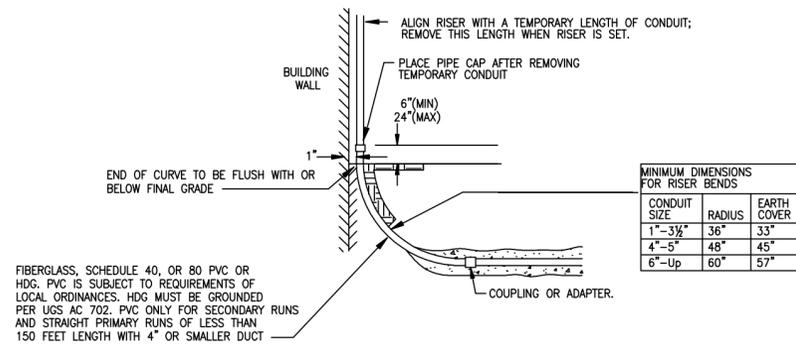
Failure of SCE to show all substructures in their correct location will not be a basis for a claim for extra work, and the contractor shall be responsible for all damages to substructures whether shown or not.

- FOR GENERAL SPECIFICATIONS SEE UGS GI 001.
- CONDUIT:
 - Minimum cover in street or parkway is 30" below gutter grade, unless noted otherwise.
 - Minimum cover on private property is 30" below finished grade, unless noted otherwise.
 - Contractor is to furnish and install approved conduit to Edison specifications per UGS CD 100.1, 110 AND 120.
 - For the type of conduit for this job, See UGS CD 110.1.
 - Install all risers per UGS CD 160, 161, 162 and 170.
 - Cap all mainline conduits per UGS CD 148 and service conduits per UGS CD 150.
 - Install blank conduit plugs in all conduits terminating into Vaults, Manholes, PMH's, SOE's & all cap locations, per UGS CD 180.1 & UGS CD 180.2
 - Install pull rope in all conduit runs. Pull rope to be at least 3/8" polypropylene rope, braided or twisted. For specifications, approved makes, and suppliers, see UGS GI 040.
 - All conduit must be mandrelled with the approved mandrel UGS CD 197.
- CONDUIT RADIUS REQUIREMENTS:
 - The minimum radius for bends are:
 - 36" for conduits 3" in diameter or smaller
 - 48" for conduits 4" and 5" in diameter
 - 60" for 6" diameter conduit
 - The minimum radius for all sweeps of all mainline conduits is 12'-6" (unless noted otherwise).
- EXCAVATION AND BACKFILL:
 - Work area shall be cleared and rough graded to within four inches of final grade prior to installation of Edison conduit or structures.
 - All excavations shall be in accordance with the California State Construction Safety Orders (when applicable), Edison specifications, and all governing local ordinances.
 - Each trench to be a uniform depth below final grade prior to installation of Edison conduit or structures.
 - Backfill shall be provided by the Contractor for all excavations and shall include crushed rock, concrete, and/or imported backfill, when required.
 - Backfill with a MINIMUM of one sack per yard sand cement slurry around and over vaults and manholes per UGS GI 030, section 6.4 and around PMH's within one foot of finished grade, per UGS SS 590.1.
 - Backfill, per Edison specifications, shall immediately follow conduit or substructure installation. At no time shall conduit be left exposed over 24 hours.
 - No rocks are allowed within 12 inches of direct-buried cables or any conduit without concrete encasement. Native backfill capable of passing through a one-half inch mesh screen shall be considered to be "rock free". If existing backfill does not pass through a 1/2" screen, place imported sand 3" below and 12" above Edison cables. After this point, no rocks larger than 12" diameter are permitted.
 - All backfill shall be compacted to meet or exceed local ordinances or other requirements. It shall be placed in a manner that will not damage the conduit or substructure or allow future subsidence of the trench or structures.
- PAVING:
 - Rapaving, where required, shall be placed in such a manner that interference with traffic, including pedestrian traffic, will be kept to a minimum. The Contractor shall establish a program of rapaving acceptable to the Municipality, County, or other authority having jurisdiction and which is acceptable to Edison.
- STRUCTURES:
 - All substructures shall be constructed or installed to Edison specifications.
 - Install protection barriers per UGS MS 830 when required in areas exposed to traffic, per Edison Inspector.
 - All conduit lines and concrete floored substructures shall be water tight.
 - All grounding materials shall be furnished and installed by the Contractor.
- RETAINING WALLS:
 - When required, retaining walls shall be provided by the Developer. Walls are required wherever grade rises more than 18 inches above the structure or 24" above the pad surface at a distance of 5 feet from the structure, or in areas subject to erosion. Design and installation must comply with local building ordinances. Refer to Edison Inspector for typical space requirements.
- PERMITS:
 - All permits necessary for excavation shall be provided by the Contractor/Developer.
- ACCESS:
 - Heavy truck access shall be maintained to equipment locations. Structures must be clear of all appurtenances that would obstruct the loading or unloading of equipment.
- SERVICES:
 - Meters and services shall comply with Edison Electrical Services Requirements.
 - Wiring must be in accordance with applicable local ordinances and approved by local Inspection Authorities.
- LOCATION:
 - The location of excavations and structures for Edison shall be as shown on the working drawing. No deviation from the planned locations will be permitted unless approved by the Edison Inspector. See UGS GI 001, section 2.2.
 - Actual location of obstructions, storm drains, and/or other foreign utilities to be the responsibility of the Contractor. See UGS GI 001, section 2.3.
- Contractor is to verify location and widths of all sidewalks and driveways prior to street light installation. See UGS CD 175.1, UGS CD 175.2 and UGS CD 175.3.
- SURVEY:
 - Surveying of street improvements, property corners, lot lines, finished grade, etc., necessary for the installation of underground facilities must be completed and markers or stakes placed prior to the start of the installation. In addition, Developer shall maintain the markers during the installation and inspection by Edison. Grade and property line stakes must show any offset measurements.
- COORDINATION AND SUPERVISION:
 - The Developer shall provide supervision over and coordination among the various contractors working within the development in order to prevent damage to Edison facilities. He is responsible for the cost of repairs, replacement, relocation, or other corrections to Edison facilities made necessary by his failure to provide supervision or to otherwise comply with these specifications.
- TELEPHONE AND OTHER UTILITY REQUIREMENTS:
 - The drawing prepared for this job may also cover the facilities to be installed for the telephone company and/or other utility. Any questions concerning details of their installation should be referred to the company concerned.
- OWNERSHIP:
 - Developer is to deed to the Edison Company all structures shown hereon except those shown as customer owned.
- WARRANTY:
 - Applicants expressly represent and warrant that all work performed and all material used in meeting Applicants' obligations herein are free from defects in workmanship and are in conformity with Southern California Edison Company's requirements. This warranty shall commence upon receipt by Applicants of Company's final acceptance and shall expire one year from that date. Applicants agree to promptly correct to the Company's satisfaction and that of any governmental agency having jurisdiction and at Applicant's expense any breach of this warranty which may become apparent through inspection or operation of underground electric system by Company during this warranty period.
- INSPECTION:
 - Inspection is required during the construction period. A 48 hour advance notice of intent to start construction is required from the contractor to the Southern California Edison Company. Standards of Edison construction requirements are available upon request.

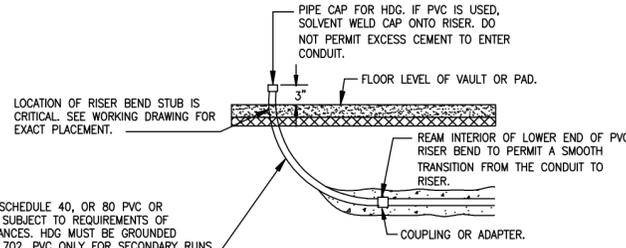
Duct and Structure Inspector: DOUG STIEFF Phone: 805-814-7097
 Cabling Construction Coordinator: GIL LEON Phone: 805-654-7368

D05: Rev. 07/21/16

RISER BEND INSTALLATION AT WALL OR PAD
 SEE UGS CD 170

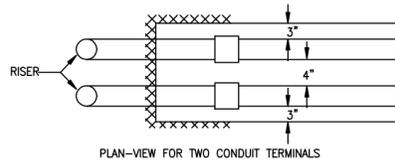


TYPICAL RISER AT BUILDING



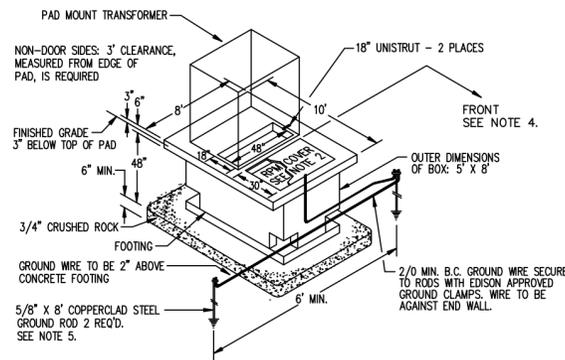
FIBERGLASS, SCHEDULE 40, OR 80 PVC OR HDG. PVC IS SUBJECT TO REQUIREMENTS OF LOCAL ORDINANCES. HDG MUST BE GROUNDED PER UGS AC 702. PVC ONLY FOR SECONDARY RUNS AND STRAIGHT PRIMARY RUNS OF LESS THAN 150 FEET LENGTH WITH 4" OR SMALLER DUCT

TYPICAL RISER AT VAULT OR PAD



D40: REV. 01/10/12

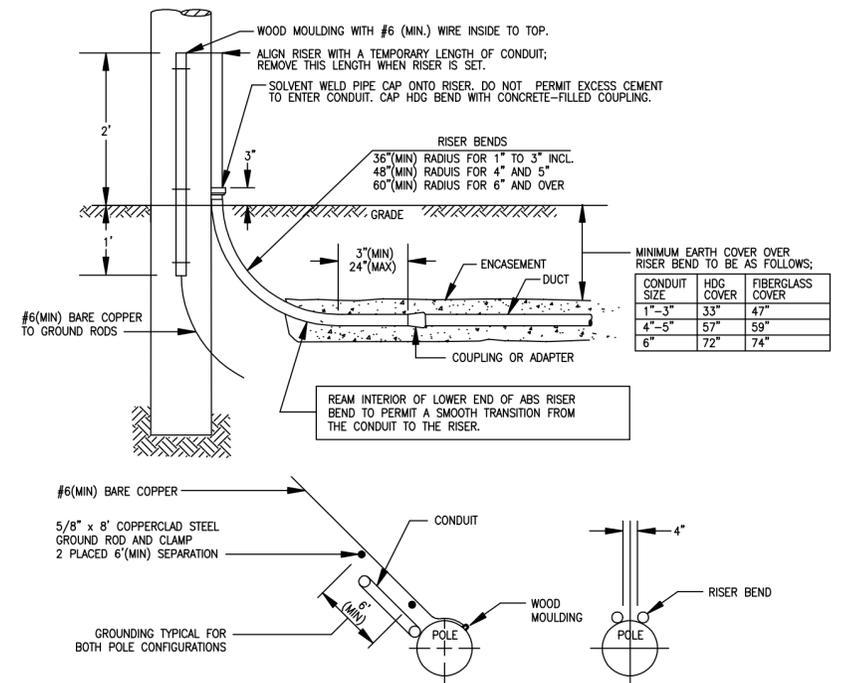
8'x10' SLAB BOX
 FOR 3Ø PAD-MOUNTED TRANSFORMER
 (FOOTING REQUIRED)
 SEE UGS SS 530



- NOTES:
- PAD OVERHANG TO REST ON UNDISTURBED EARTH OR WELL-COMPACTED BACKFILL TO PREVENT FUTURE SUBSIDENCE.
 - THE SLAB 30" x 48" CLEAR OPENING SHALL BE COVERED WITH A 2'-6" x 4' RPM COVER AS SHOWN ON UGS FC 618. 6/8" STAINLESS STEEL BOLTS WITH STAINLESS STEEL CAPTIVE WASHERS WILL BE SUPPLIED FOR COVER BOLT DOWN.
 - SLAB RPM COVER RECESS SHALL BE CONCRETE (NONMETAL FRAMED), AND PROVIDED WITH 6/8" THREADED INSERTS, EACH WITH CLEAN OUT HOLES.
 - AN 8' MINIMUM CLEARANCE IS REQUIRED ON DOOR SIDE OF CABINET FOR OPERATION. REFER TO FIGURE SS 530 (SHEET 3) AND FIGURE SS 530-4 (SHEET 3) FOR WORKING CLEARANCES.
 - GROUND RODS, CLAMPS, AND WIRE WILL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. SEE UGS AC 703 FOR APPROVED GROUNDING MATERIALS. GROUND WIRE TO BE A MINIMUM OF 2/0 BARE COPPER.
 - MASTIC SEALANT IS REQUIRED AT JOINTS.
 - SEE UGS SS 530.2 FOR CONDUIT ENTRANCE GUIDELINES.
 - SEE UGS SS 500 FOR APPROVED MANUFACTURERS.

D46: Rev. 02/18/11

POLE RISER BEND STANDARD LOCATION
 SEE UGS CD 160



1. APPROVED RISER BENDS ARE SHOWN ON FOLLOWING TABLE:

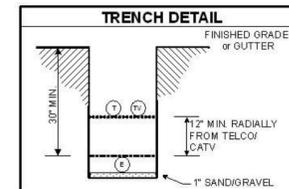
MATERIAL	SIZE					
	1"	1-1/2"	2"	2-1/2"	3"	4"
ABS	-	-	-	X	X	X
FIBERGLASS	-	-	-	-	X	X
HDG	X	X	X	X	X	X

NOTE: 6" HDG OR FIBERGLASS RISER BEND SHALL BE USED WHEN SPECIFIED ON THE WORKING DRAWING. SEE UGS AC 702 FOR GROUNDING HDG RISER BENDS.

- THE TOP AND BOTTOM OF 3", 4", 5" OR 6" FIBERGLASS BENDS ARE FURNISHED WITH PERMANENTLY ATTACHED PVC COUPLINGS. ALSO INCLUDED IS A 6" LONG 3", 4", 5" OR 6" SCHEDULE 80 PVC STUB-OUT, SOLVENT WELDED INTO THE TOP COUPLING. SEE UGS CD 166 FOR FIBERGLASS RISER BEND MATERIAL INFORMATION AND SUPPLIERS.
- TWO GROUND RODS ARE REQUIRED AT ALL PRIMARY RISER POLES. DRIVE RODS IN TRENCH BOTTOM WITH 6" MINIMUM SEPARATION IN UNDISTURBED EARTH. LEAVE THE ROD TOPS 3" ABOVE THE TRENCH BOTTOM AND ATTACH CONTINUOUS GROUND WIRE WITH CLAMPS. EXTEND WIRE TO INDICATED LOCATION ON POLE AND STUB UP 2" ABOVE GRADE IN WOOD MOULDING. ALL GROUNDING MATERIALS FURNISHED BY CONTRACTORS. SEE UGS AC 703 FOR APPROVED GROUNDING MATERIALS.
- ENCASMENT REQUIRED ONLY WHEN CALLED OUT ON WORKING DRAWING.
- PVC RISERS MAY BE SUBSTITUTED FOR FIBERGLASS FOR STRAIGHT RUNS OF 150' OR LESS IN CONDUIT SIZES 4" AND UNDER.

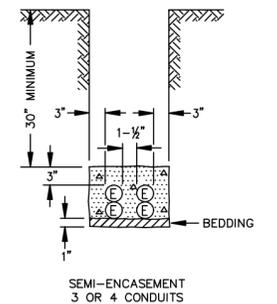
D78: REV. 02/14/11

PRIMARY



SERVICE

TYPICAL CONDUIT BANK SECTION
 SEE UGS CD 120



D73: Rev. 09/23/09

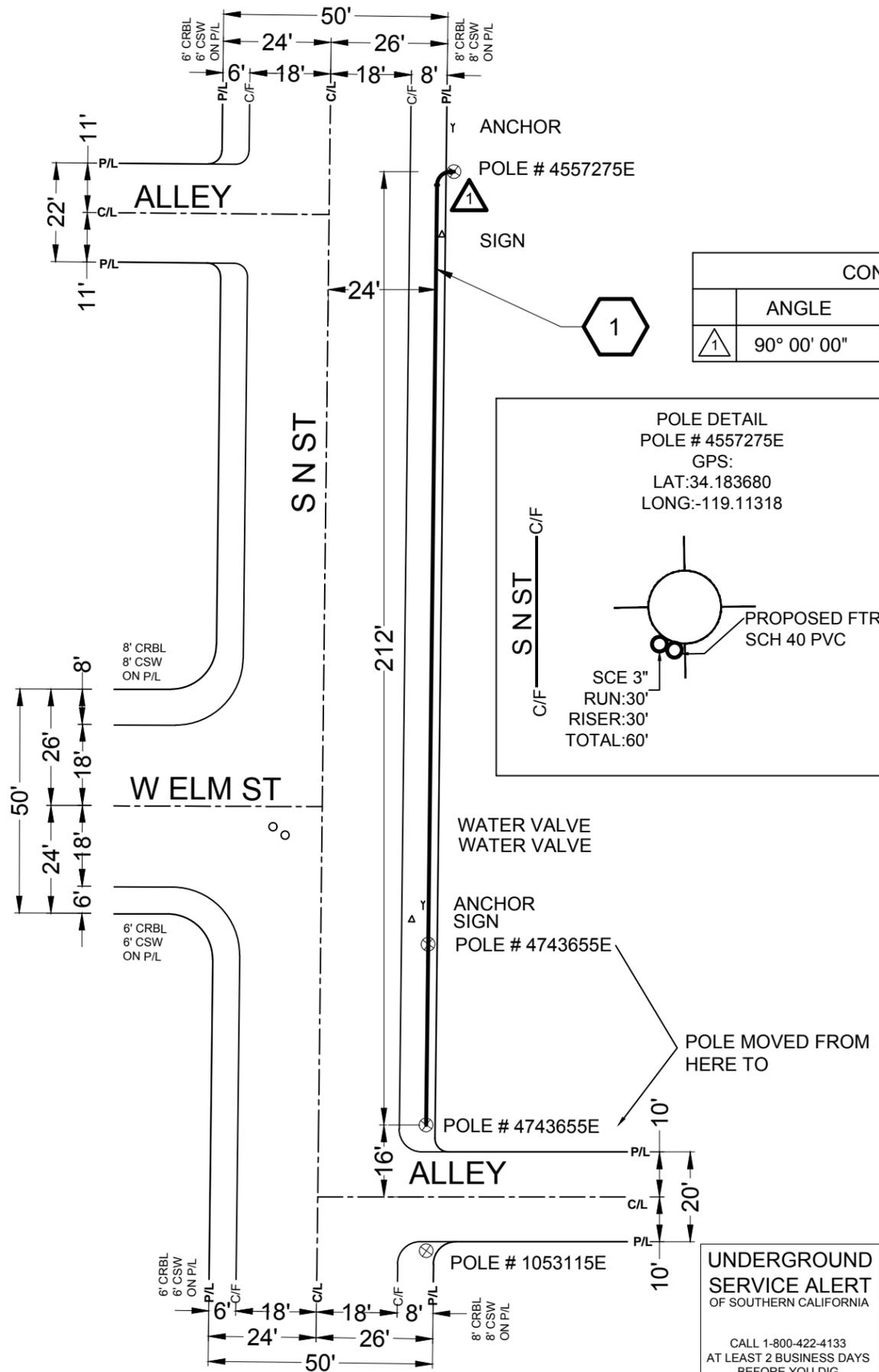
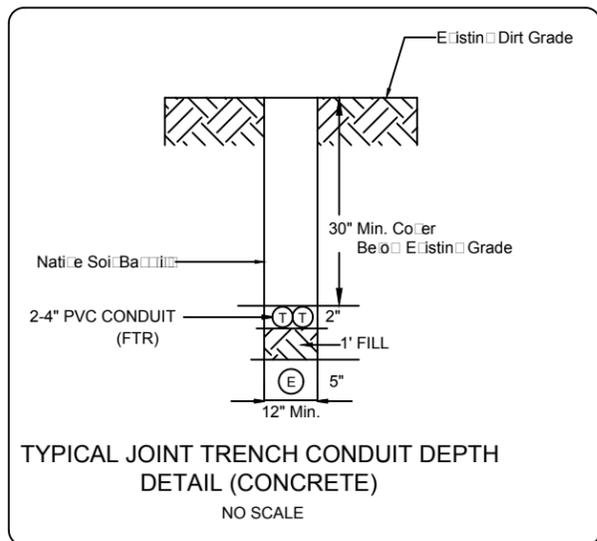
DISTRICT 39 - VENTURA	PROJ. MGR. GORSS, GLENN PHONE 805-603-8061	PLANNER GORSS, GLENN PHONE 805-603-8061	DESIGNER
PROJECT NO. 1518353	SERVICE REQUEST 2429842	MSR NO. 8234622	PRODUCT-1 1517891-LINE EXTENSION
CIRCUIT / VOLTAGE WINDJAMMER 16kV	THOMAS GUIDE	CIRCUIT CODE	PRODUCT-2
SUB / PG NO. CHANNEL ISLANDS SUB			PRODUCT-3
INVENTORY MAP 28-25C-9	J.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION) LINE EXTENSION 1611 S J ST OXNARD, CA 93033	
TYPE	DATE	APPROVED BY	CHECKED BY
Southern California Edison Company			
SHEET 3 of 4			DESIGN/DRWG NO. 1127333_0.01

PROPOSED PLACEMENT

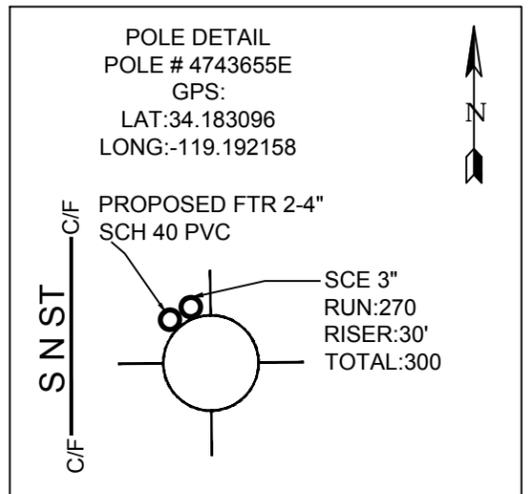
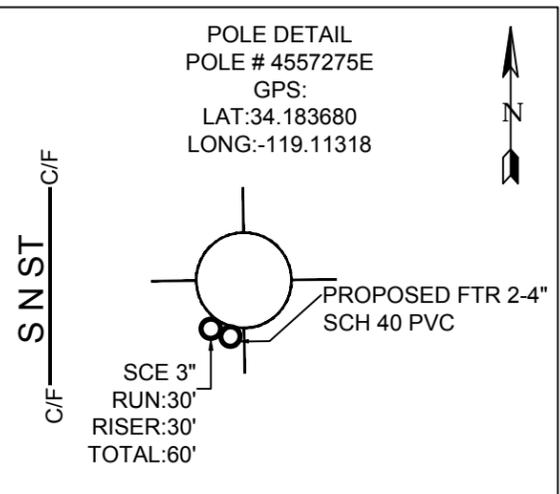
① PLACE 2-4" SCH 40 PVC 212' CONDUIT FROM POLE 4743655E TO POLE 4557275E INCLUDING RISER CONDUIT AT BOTH POLES

CONTRACTOR NOTES:

- For inspections, notify Carlos Amezcua, Inspector, for Frontier CA Inc. at 805/914-9394 prior to start of job and notify her of the date you plan to start excavating. Inspection to be completed prior to backfill.
- Conduit construction on this work order is to conform to Frontier Specifications. All conduit to be PVC Schedule 40. All sweeps (horizontal) to be a minimum of 60 inch radius, unless noted otherwise. All bends (vertical) to be minimum of 36 inch radius.
- All conduit to have a minimum of 30 inch cover below traveled portion of road, unless specified otherwise.
- Rod and Mandrel Ducts. Mandrel to be 1-4 inch less in diameter than the inside diameter of the duct. Place 3/8 inch polypropylene pull rope or mule tape of equal strength in all new duct.
- IMPORTANT** - Contractor required to furnish Frontier with end to end measurements of all conduit sections constructed, in order for Frontier to generate cable order.
- Backfilling and compaction to be in accordance with the specifications appropriate governmental body.
- Repave all portions of existing streets, roads and alleys in accordance with local requirements.
- Comply with local and state regulations regarding blocking of streets, roads and alleys, traffic control measures, open excavation time limits, etc.
- The contractor will be responsible for conduit layout and all surveying necessary to determine locations, flow lines, elevations and other pertinent information required to construct this conduit system.
- ALL CONDUIT AND BOXES TO REMAIN IN STREET ROW OR FRONTIER EASEMENT.
- FRONTIER CONTACT: GREG LUNA 805-388-2240



CONDUIT CURVE DATA			
ANGLE	RADIUS	LENGTH	
90° 00' 00"	3'	4'-8"	①



LOCATION: 1305 W ELM ST	
EXCAVATION DATA	
CONCRETE SIDEWALK	212' X 1' = 212 SQ FT
ASPHALT STREET	
TOTAL	212 SQ FT
NUMBER OF CUTS	1

UNDERGROUND SERVICE ALERT
OF SOUTHERN CALIFORNIA
CALL 1-800-422-4133
AT LEAST 2 BUSINESS DAYS
BEFORE YOU DIG

		FRONTIER WORK ORDER WO755416 5250069	
CITY OXNARD		WIRE CENTER NAME: 70104	
ADDRESS 1305 W ELM ST		W.O. TITLE AND DESCRIPTION PLACE 2-4" CONDUIT FROM POLE 4743655E TO POLE 4557275E INCLUDING RISER CONDUIT AT BOTH POLES	
DWG BY: CYIENT	SCALE: 1"=30'	DATE: 10/01/2019	SHEET 01 OF 01





CHANGE ORDER REQUEST

COR No. 233 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

Taft SCE Conduit (North Alley)

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	48,373
	Subtotal:	48,373
Contractual Costs		
Fee		2,497
Subcontract Default Insurance		580
CCIP		612
Contractor Bond		372
	Subtotal:	4,061
Total Change Order Request Amount:		52,434

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

MERITED

NOT MERITED



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Change Order Request #023: CE #030 - Edison Conduit Extension

TO:	Oxnard School District 1051 South A Street Oxnard California, 93030	FROM:	Bernards 555 1st St San Fernando, California, 91340
PCO NUMBER/REVISION:	023 / 0	CONTRACT:	1 - McKinna Elementary School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Joel Cerda (Taft Electric Company)
STATUS:	Pending - Not Proceeding	CREATED DATE:	9/23 /2019
REFERENCE:		FIELD CHANGE:	No
SCHEDULE IMPACT:	14 days	LOCATION:	
		TOTAL AMOUNT:	\$48,373.00

POTENTIAL CHANGE ORDER TITLE: CE #030 - Edison Conduit Extension

CHANGE REASON: Unforeseen Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #030 - Edison Conduit Extension

Extend Edison Conduit per Edison Meeting on 09/23/19 where we need to run the Edison conduit to a different pole than the drawings show. This request for change is to cover TEC PCO #23 Underground SCE conduit extension.

Please provide an approved change order for the amount noted above for this completed work.

Attached is back-up to support this additional scope. This price is based on documentation provided. Taft Electric reserves its rights to revise or amend this pricing should further work is performed within this scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:

1. Demo and replacement of curb and asphalt replacement.
2. Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
3. Any and all parts and labor not specifically listed above or within.
4. Any abatement including asbestos removal or containment.
5. Any costs associated with the design, engineering (including wet stamps), or approval process.
6. Seismic design, engineering, support fabrication, backing or related.
7. Seismic design, engineering, supports, backing or related.

ATTACHMENTS:

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: McKinna Reconstruction

JOB# 2281

TEC CR#:

June 1st 2019- July 30 2019

CUST RFP#:

STRAIGHT TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	1.00	\$90.83
JOURNEYMAN	1.00	\$84.88
APPRENTICE	0.00	\$75.71
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$87.86

SHIFT WORK CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	0.00	\$0.00
JOURNEYMAN	0.00	\$0.00
APPRENTICE	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

Job ID: 2281 MCKINNA COR
Project: 2281 McKinna COR



Collapsed Takeoff

23 Sep 2019

Region: EDISON CONDUIT EXTENSION

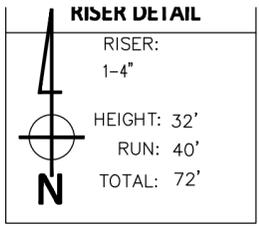
Item #	Qty	U/M	Q/M	Size	Description	Mat Result	Lab Result
EDISON CODUIT EXTENSION							
ASMY	200.00	FT	M	5" PVC	1-DUCT/NO TRENCHING	1,248.09	54.03
TRENCHING AND BACKFILL							
390437	80.00	YD	M		CONCRETE ENCASEMENT RED	14,400.00	24.00
390443	9.00	EA	M		ADD PER DELIV TICKET (TRUCK) IF PW JOB	2,700.00	
390127	200.00	FT	M	24" X 48" DEEP	BACKHOE TRENCH+BACKFILL	1,647.06	8.00
						19,995.15	86.03

FINAL DESIGN

APPROVED FOR CONSTRUCTION

REVISION 1

NOTES TO CONTRACTOR/CUSTOMER
 CONTACT GREG ANTWINE AT (805)535-0137,
 FOR INSPECTION OF TRENCHES, CONDUIT
 AND STRUCTURES PRIOR TO BACKFILL



- POLE 909772E 4**
 Class C3
 45'
 IN: 1- POLE 45' CLASS 3 WOOD FULL TREAT
 IN: 1- XA DBL HD DE COMP 10"
 IN: 6- INS POLY DE 16KV HOT SHOE #4 & 1/0 ACSR
 IN: 1- SW OMNI HZ-UP DE 600A 16KV 3W
 SN:
 IN: 1- FE FUSE SMU20 17KV 40E
 IN: 1- FE FH SMU20 17" W/10' XA 200A 16KV 3P
 IN: 2- INS GLASS DE ROLLER #6 SOL
 IN: 1- PH CS 10" XA 16KV 3P 3-1/0
 IN: 1- RSR 4" EXTENSION
 IN: 222- CBL 1/0 AL 3-1/C 17KV CLP PJ
 IN: 1- MISC AVIAN HOOD FOR HENDRIX INSUL #4-653
 TR: 624- CD 1/0 STR AL BARE ACSR NON-GREASED
 TR: 298- CD 1/0 STR AL TRIPLEX W/ACSR NEUTRAL
 TR: 62- CD #4 STR AL TRIPLEX W/ACSR NEUTRAL

- RM 909772E 3**
 Class C4
 40'
 RM: 1- POLE 40' CLASS 4 WOOD FULL TREAT
 RM: 1- XA SNGL FB 10" STEEL PINS N/BOND
 RM: 2- INS GLASS & PIN 4KV
 TR: 624- CD 1/0 STR AL BARE ACSR NON-GREASED
 TR: 148- CD 1/0 STR AL TRIPLEX W/ACSR NEUTRAL
 TR: 62- CD #4 STR AL TRIPLEX W/ACSR NEUTRAL
 RM: 1- XA SNGL FB 5" STEEL PINS

- EXISTING 909771E 2**
 Class C2
 40'
 IN: 1- INS POLY W/PIN 16(25)KV CLMP #4-336 ACSR
 IN: 168- CD 1/0 STR AL BARE ACSR NON-GREASED
 IN: 1- MISC AVIAN HOOD FOR F-NECK INSUL #4-653

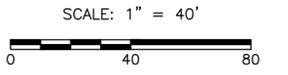
- EXISTING 909770E 1**
 Class C2
 40'
 IN: 1- INS POLY DE 16KV HOT SHOE #4 & 1/0 ACSR
 IN: 168- CD 1/0 STR AL BARE ACSR NON-GREASED
 IN: 1- MISC AVIAN HOOD FOR F-NECK INSUL #4-653

TLM DATA:

SIZE	KVA	#CUST	%LOAD
EXIST	N/A	N/A	N/A
PROP	500	331	66
VD = .25		FLICKER = N/A	

W CEDAR ST

ADJACENT RESIDENCIES



UNDERGROUND SERVICE ALERT
 Dial 811
 Call USA
 For Underground Locating
 2 Working Days Before You Dig



CO 4-4" DUCT PAD TO PANEL 11'

ALLEY

MSR #8234622

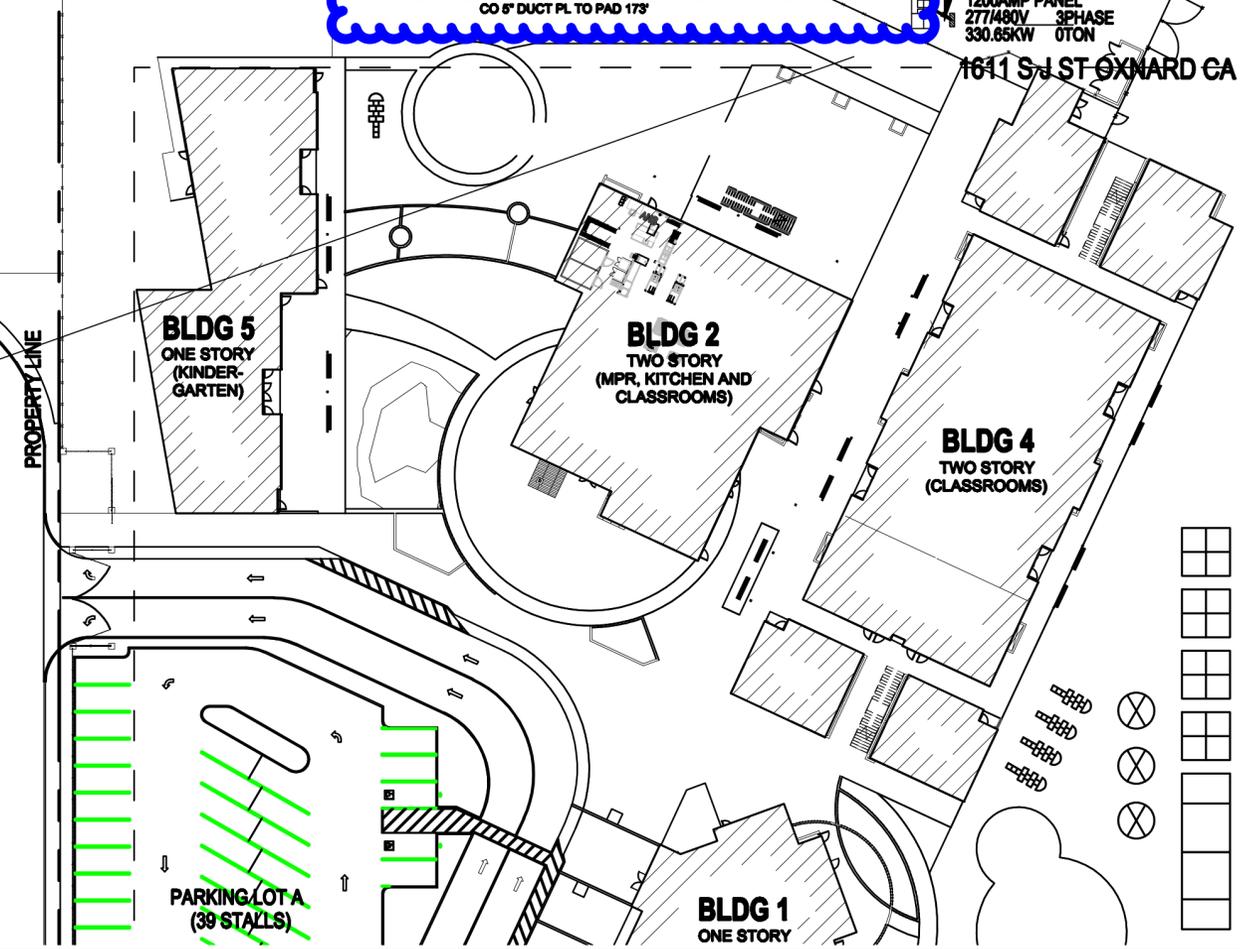
ALLEY

PROPERTY LINE



VD=0.25%
 1200AMP PANEL
 277/480V 3PHASE
 330.65KW OTON

1611 S J ST OXNARD CA 93030



PROJECT REQUIREMENTS (Y/N)

EDISON EASEMENT REQUIRED	<input type="checkbox"/>
PWRD 88 REQUIRED	<input checked="" type="checkbox"/>
UG CIVIL ONLY WORK ORDER	<input checked="" type="checkbox"/>
PERMIT REQUIRED	<input checked="" type="checkbox"/>
PERMIT TYPE: OXNARD	
OUTAGE REQUIRED	<input checked="" type="checkbox"/>
OUTAGE DATE: _____ TIME: _____	
TRAFFIC CONTROL REQUIRED	<input checked="" type="checkbox"/>
PED. TRAFFIC CONTROL REQ'D	<input checked="" type="checkbox"/>
CONVEYANCE LETTER REQ'D	<input checked="" type="checkbox"/>
ENVIRONMENTAL CLEARANCE REQ'D	<input checked="" type="checkbox"/>
CSD 140 (TLM) REQ'D	<input checked="" type="checkbox"/>

0124: Rev. 02/08/18

- 5 CO: P5716670 SLAB BOX**
 8'x10'x6" CONCRETE
 CO: 1- S SB 8' X 10' CONC
 IN: 1- GR 2/0 STR PM/BURD TRANS 500 & UP W/RODS
 IN: 3- JJ LBE 1/0 200A 16KV
 IN: 2- CNN HYLUGS PM 3-350 1-4/0 12/16KV 3P
 IN: 2- CNN BOLTS PM 4/0 AND UP 12/16KV 3P
 IN: 1- TR PM F DE 500KVA 16KV 277/480Y 3P+
 SN:
 IN: 38- CBL 3-350 1-4/0 AL 4-1/C 600V IN DUCT
 IN: 1- WN 4" 400/5 2.5A 277/480 3P 4W

DISTRICT 39 - VENTURA	PROJ. MGR. GORSS, GLENN PHONE 805-603-8061	PLANNER GORSS, GLENN PHONE 805-603-8061	DESIGNER
PROJECT NO. 1518353	SERVICE REQUEST 2429842	MSR NO. 8234622	PRODUCT-1 1517891-LINE EXTENSION
CIRCUIT / VOLTAGE WINDJAMMER 16kV	THOMAS GUIDE	PRODUCT-2	ASSOC DESIGN
SUB / PG NO. CHANNEL ISLANDS SUB	CIRCUIT CODE	PRODUCT-3	ASSOC DESIGN
INVENTORY MAP 28-25C-9	J.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION) LINE EXTENSION 1611 S J ST OXNARD, CA 93033	
TYPE	DATE	APPROVED BY	CHECKED BY
		DRAWN BY	PAX #
SHEET 1 of 4			DESIGN/DRWG NO. 1127333_0.01

Southern California Edison Company



CONTINGENCY ALLOCATION REQUEST

Project: McKinna Elementary School Reconstruction

CAR No. 156 R0

Date: 3/15/2020

DESCRIPTION OF WORK

Transfer Allowance #2 to Contingency

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Transfer from Allowance #2		-139,943
Transfer to Contingency		139,943
	Subtotal:	0
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



OWNER ALLOWANCES

(C-8)

Project: McKinna Elementary School Reconstruction
Report By: Jaime Pace

Job No.: 1643.
Report Period: 3/1/2020

Owner Allowance Phase		Original Allowance Amount	Pending Allocations	Committed Allocations	Remaining Balance
601000.001. .	Owner Allowance - Haz Mat Abatement	30,000	0	0	30,000
601000.002. .	Owner Allowance - Soil Import / Export	200,000	(35,349)	(24,708)	139,943
601000.003. .	Owner Allowance - TV and AV Systems Mounts	25,000	(17,475)	0	7,525
601000.004. .	Owner Allowance - MPR Flooring	25,000	0	0	25,000
601000.005. .	Owner Allowance - Piano Room Floor Boxes	40,000	(4,792)	0	35,208
601000.006. .	Owner Allowance - Child Care Facility	200,000	0	0	200,000
601000.007. .	Owner Allowance - Site Furnishings	15,000	0	0	15,000
601000.008. .	Owner Allowance - Offsite Existing Utilities	32,500	0	0	32,500
603000. . .	Contract Contingency		0	0	0
Owner Allowance Totals		567,500	(57,616)	(24,708)	485,176
Total of remaining Allowance					(-) 230,000
Allowance to be transferred to Contingency					255,176

Arvind Balaji

From: Jaime Pace
Sent: Monday, March 16, 2020 8:38 AM
To: Arvind Balaji
Subject: FW: McKinna Allowances
Attachments: McKinna Allowances - Contingency transfer.pdf

Please add this email to back-up

Jaime Pace
Project Manager



Please follow us on: [Twitter](#) | [Facebook](#) | [LinkedIn](#) | [YouTube](#)

Please consider the environment before printing this e-mail.

From: Jaime Pace
Sent: Wednesday, March 11, 2020 3:53 PM
To: Mario Mera (Mmera@cfwinc.com) <Mmera@cfwinc.com>
Cc: Carl Magness <cmagness@bernards.com>
Subject: FW: McKinna Allowances

Mario, please reply to this request. Thank you

Jaime Pace
Project Manager



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Please consider the environment before printing this e-mail.

From: Jaime Pace
Sent: Tuesday, March 03, 2020 3:19 PM
To: Mario Mera (Mmera@cfwinc.com) <Mmera@cfwinc.com>
Cc: Carl Magness <cmagness@bernards.com>
Subject: McKinna Allowances

Mario, based upon our previous conversation and direction, the attached list of Owner Allowances will be transferred to Contingency for use in "Contractor Contingency Allocations" as submitted and approved by CFW.

The total of \$255,176 will be transferred out of the Owner Allowance lines items indicated on the attached log retaining the remaining Phase Two balance of \$230,000

Please see attached log.

Thank you

Jaime Pace
Project Manager



555 First Street | San Fernando, CA 91340
T 818.898.1521 | C 310.909.9763
W www.bernards.com | E jp@bernards.com

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Please consider the environment before printing this e-mail.

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

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amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together

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with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

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specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply

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with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

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- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

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SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of

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this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **TBD** as Project Manager/Superintendent for the Project. So long as **TBD** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

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business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

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- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous

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materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

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If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the

District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR:

Bernards
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Rick Falt
Title: Executive VP
Date: 6.30.2017

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the
State of California

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00)**, to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR:

THE DISTRICT:

Oxnard School District,
a California school district

By: Rich Foeltz

By: Lisa A. Franz

Title: Executive Vice President

Title: Lisa A. Franz, Director, Purchasing

Date: 6.30.2017

Date: 8-11-17

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 5, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order #001 to Agreement #19-209 with Falcon Roofing Company for Roofing Project 2020 (Penanhoat/Miller)

On June 3, 2020, the Board of Trustees approved the Award of Formal Bid #19-02 and Agreement #19-209 for Roofing Project 2020 with Falcon Roofing Company for roofing repair/replacement at Fremont Academy.

At the same time, the District was preparing to begin a painting project at McAuliffe School. OSD Maintenance was responsible for the repairs to the side sheathing of the portables in preparation for the painting project. During the replacement, the OSD Maintenance team encountered unforeseen conditions, which required removal and replacement of dry rot, and termite damaged structural wood members along with the side sheathing. With the exposed wood members, OSD Maintenance staff determined that the rot and termite damage was extensive, and extended into the roof's structural members and plywood (see pictures attached). It is the recommendation of the Director of Facilities, and the Senior Maintenance Manager, that three (3) of the eleven (11) portable roofs be replaced to prevent further damage to the portable and possible leaks from rain.

FISCAL IMPACT:

\$41,007.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Change Order #001 to Agreement #19-209 with Falcon Roofing Company in the amount of \$41,007.00.

ADDITIONAL MATERIALS:

Attached: [Change Order #1 \(2 Pages\)](#)
[Proposal \(1 Page\)](#)
[Pictures \(1 Page\)](#)
[Agreement #19-209, Falcon Roofing Company \(3 Pages\)](#)



CHANGE ORDER

Date: 8/5/2020

CHANGE ORDER NO. 001

PROJECT: ROOFING PROJECT 2020
O.S.D. BID No.19-02
O.S.D. Agreement No. 19-209

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT: N/A

CONTRACTOR: Falcon Roofing Company
425 Constitution Ave., Ste. D
Camarillo, CA 93012

Attn: Mike Parrent

Architects Proj. No.: N/A
D.S.A. File No.: N/A
D.S.A. App. No.: N/A

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.....	\$ 86,886.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 0.00
ADJUSTED CONTRACT SUM.....	\$ 86,886.00
NET CHANGE -	\$ 41,007.00
<hr/>	
Total Change Orders to Date:	\$ 41,007.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 001.....	\$127,893.00
Commencement Date:	June 22, 2020
Original Completion Date:	August 14, 2020
Original Contract Time:.....	53 Calendar Days
Time Extension for all Previous Change Orders:	0 Calendar Days
Time Extension for this Change Order:.....	3 Calendar Days
Adjusted Completion Date:	August 17, 2020
Percentage	47.2%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Roof Replacement on three (3) designated Portable Classrooms at McAuliffe School	\$41,007.00			
	Totals	\$41,007.00			

Total Change Order No. 001.....\$41,007.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS & FISCAL SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____ N/A _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____ N/A _____

DATE: _____

INTERIM ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST.SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____

FALCON ROOFING COMPANY

425 Constitution Ave. Suite D. Camarillo, Ca. 93012

Office: (805) 484-7400 Fax: (805) 484-9200

Calif. Contractors License # 715753

QUOTE

Date 6 / 8 / 20

TO:

Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ATTN:

John Copper

RE:

McAuliffe Elem.

Portable Classrooms Roof Replacement

The following quote includes all labor and materials to complete roof replacement on **three (3)** designated Portable Classrooms at the location mentioned above in the following manner.

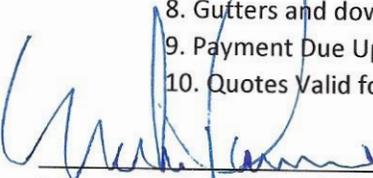
(TWENTY (20) Year Warranty Roof System)

1. Remove existing roof system down to plywood deck and haul away debris.
2. Inspect roof sheathing for dry-rot.
3. Install one (1) layer of CertainTeed Glass Base sheet over entire roof assembly.
4. Nail Fasten one (1) layer of CertainTeed SA Nail Base over entire roof assembly.
5. Install one layer (1) CertainTeed SA **MID Ply Sheet** over entire roof assembly and roll in place.
6. Install new 28 gage pre-painted edge metal set into plastic roofing cement and fastened 3 inches on center staggered.
7. Apply an asphalt based primer to new metal edging flange.
8. Install one (1) final layer of CertainTeed SA FR Granulated Cap Sheet over entire roof assembly and roll in place.

QUOTE \$ 41,007.00
(\$ 13,669.00 each)

NOTES:

1. All debris resulting from our work shall be gathered and removed from site.
2. All labor figured at current Ventura County prevailing wage rates.
3. Wood sheathing repairs will be completed if necessary on a **time and materials** basis
4. Both quoted systems meet **Class "A" Fire Ratings.**
5. Payment and performance bonds are included in quotes.
6. Manufactures warranty is included in quotes.
7. Quote edge metal will be **white** in color.
8. Gutters and downspouts are **NOT** included in quotes.
9. Payment Due Upon Completion.
10. Quotes Valid for sixty (60) days.



Mike Parrent
Falcon Roofing Company

6/11/20
date

John Copper
Oxnard School District

date



SECTION 00310

AGREEMENT #19-209

THIS AGREEMENT is made this 3rd day of June, 2020, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and Falcon Roofing Company, hereinafter called the "Contractor", with a principal place of business located at 425 Constitution Ave., #D, Camarillo, CA 93012.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

Bid #19-02
Roofing Project 2020

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

1.02 Contract Time.

A. Final Completion of the Work. The Work shall be commenced on the date stated in the initial Notice to Proceed issued by the District to the Contractor and shall be completed within **fifty-three (53) consecutive calendar days** from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

<u>Project</u>	<u>Starting Date</u>	<u>Completion Date</u>
Haydock Replace (BLDG 6)	June 22, 2020	August 14, 2020

TOTAL CONTRACT PERIOD:

Roof Replacement	June 22, 2020	August 13, 2020
Closeout/Punch List items	August 13, 2020	August 14, 2020

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of **Eighty-Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$86,886.00)**. The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

1.05 The Contract Documents. The Contract Documents consist of the following:

Notice to Contractors Calling for Bids	Certificate of Workers Compensation
Instructions for Bidders	Drug Free Workplace Certification
Bid Proposal	Fingerprinting Certificate
Subcontractors List	DVBE Participation Goal
Non-Collusion Affidavit	Guarantee
Statement of Bidder's Qualifications	Project Forms
Bid Security	General Conditions
Agreement	Special Conditions
Labor and Material Payment Bond	Specifications
Performance Bond	Drawings
Certification of Financial Relationships	

1.06 Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

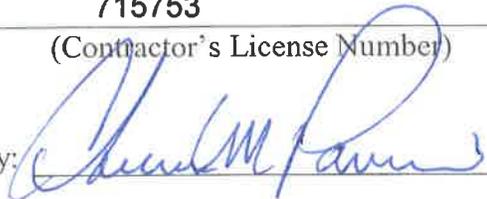
DISTRICT

FALCON ROOFING COMPANY

OXNARD SCHOOL DISTRICT,
a California School District

715753
(Contractor's License Number)

By: 
Betsy George, Assistant Superintendent,
Business & Fiscal Services

By: 
Name: Charles M Parrent Owner

Title: Owner
(Corporate Seal)

END OF SECTION

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: August 5, 2020

Agenda Section: Section D: Action Items

Approval of Proposed Signage for Dr. Manuel M. Lopez Academy of Arts & Sciences (Aguilera-Fort)

The proposed signage for Dr. Manuel M. Lopez Academy of Arts & Sciences is presented for the Board's consideration.

FISCAL IMPACT:

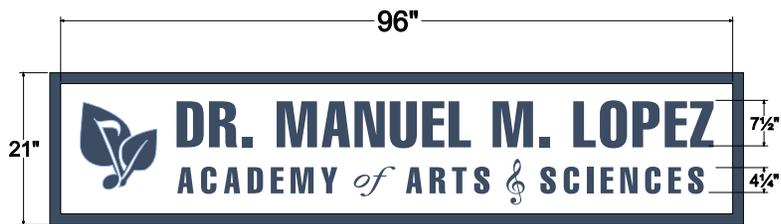
N/A

RECOMMENDATION:

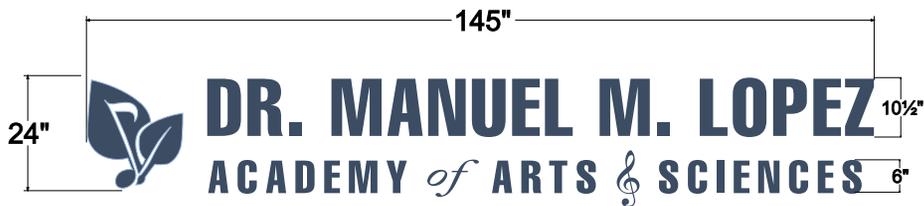
It is the recommendation of the Superintendent that the Board of Trustees approve the design of the proposed signage for Dr. Manuel M. Lopez Academy of Arts & Sciences, as presented.

ADDITIONAL MATERIALS:

Attached: [Rendering - Dr. Manuel M. Lopez Academy of Arts & Sciences Signage \(1 page\)](#)



D/S - 3/16" WHITE CRYLIC W/ BLUE VINYL LETTERING



CHANGE OF NAME AND KEEP LEAF LOGO AND BOTTOM TEXT PAINTED SIMILAR BLUE



VOGUE SIGN
COMPANY
SINCE 1962

715 Commercial Ave. Oxnard, CA 93030 • (805) 487-7222

Date: 07/24/20	Project Name: DR. LOPEZ SCHOOL
Scale:	Address
Drawn: OSCAR	Draft/Revision
Sales: Bruce Rokos	Client Approval: _____ Date: _____

These plans are exclusive property of Vogue Signs, Inc. and are the rest of original work of it's employees. They are submitted to your company for the sole purpose of your consideration of whether to purchase from Vogue Signs, Inc. Signs manufacture according to these plans. Distribution or exhibition of these plans to anyone other than employees of your company, or use of these plans to construct a sign similar to the ones embodied herein, is expressly forbidden. In the event that such event or exhibition occurs, Vogue Sign, Inc. will charge \$1,500 in compensation for the time and effort in the surveying, research, and creation of Plans.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



P.1

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: August 5, 2020

Agenda Section: Section D: Action Items

Approval of Credit for Prior Management Experience for Danielle Edwards, Director of Special Education (Aguilera-Fort)

Pursuant to the Certificated Management Compensation and Benefit Program guidelines, when an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience. It is recommended that the Board of Trustees approve Danielle Edwards's initial placement on the salary schedule at Step 3, retroactive to July 1, 2020, due to her prior special education administrative experience.

FISCAL IMPACT:

The total fiscal impact on the general fund by a Step 3 placement rather than a Step 2 salary placement is \$14,050.50

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve Danielle Edwards's initial placement on the salary schedule at Step 3, retroactive to July 1, 2020.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Edd Bond

Date of Meeting: August 5, 2020

Agenda Section: Section D: Action Items

Approval of Single Subject Provisional Internship Permit (PIP) in Music for 2020-2021 for Cecilia Arredondo (Bond)

The District is recommending that the Board of Trustees approve this action item for a Single Subject Provisional Internship Permit (PIP) for Cecilia Arredondo to serve as a Music Teacher at Harrington Elementary for the 2020-2021 school year, beginning August 17, 2020, while said employee completes a credential program.

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent of Human Resources that the Board of Trustees approve the Single Subject Provisional Internship Permit (PIP) in Music for Cecilia Arredondo, as presented.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Edd Bond

Date of Meeting: August 5, 2020

Agenda Section: Section D: Action Items

Approval of a Variable Term Service Waiver in Special Education: Visual Impairments (VI) for 2020-21 for Jessica Kaplan (Bond)

The District is recommending that the Board of Trustees approve this action item for a Variable Term Service Waiver in Special Education: Visual Impairments, as described under Education Code: 44225, for Jessica Kaplan to serve as a Special Education: Visual Impairments Teacher for the 2020-21 school year beginning August 17, 2020, while said employee finishes the necessary requirements to apply for a credential. The credential program was delayed due to COVID-19.

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Service Waiver in Special Education: Visual Impairments, as presented.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Edd Bond

Date of Meeting: August 5, 2020

Agenda Section: Section D: Action Items

Approval of a Variable Term Service Waiver in Speech Language Pathology for 2020-21 for Stephanie Kam (Bond)

The District is recommending that the Board of Trustees approve this action item for a Variable Term Service Waiver in Speech Language Pathology, as described under Education Code: 44265.3, for Stephanie Kam to serve as a Speech Language Pathologist for the 2020-21 school year beginning August 17, 2020, while said employee finishes the necessary requirements to apply for a credential.

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Service Waiver in Speech Language Pathology, as presented.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Edd Bond

Date of Meeting: August 5, 2020

Agenda Section: Section D: Action Items

Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2019-2020 Collective Bargaining Agreement (Bond)

The Oxnard School District (District) and the Oxnard Educators Association have reached a tentative agreement for the 2019-2020 school contract year. The negotiating teams met from September 2019 through May 2020.

The following individuals participated in the sessions:

OEA Bargaining Team	District Bargaining Team
Stacie Thurman, OEA President	Dr. Jesus Vaca, Assistant Superintendent, HR
Anjanette Carrillo, Teacher, PAR TOSA	Dr. Edd Bond, Director, Certificated HR
Brenda Centeno, Teacher, Marina West	Dr. Richard Caldwell, Principal, Frank
Manuel Hernandez, Teacher, Ritche	Dr. Ana DeGenna, Assistant Superintendent, CAO
Laurie Seiler, Teacher, Chavez	Dr. Aracely Fox, Director, Dual Language Programs
Ben West, CTA Union Representative	Dr. Jodi Nocero, Principal, Kamala
Patty Zamora, Teacher, Haydock	Janet Penanhoat, Assistant Superintendent, CBO

The following articles were revised:

- ARTICLE VI: Leaves of Absence: Catastrophic Sick Leave Bank
- ARTICLE VII: Transfers and Reassignments: Paid Assistance for Moving
- ARTICLE XXVIII: Term of Agreement

The following Memorandum of Understanding were agreed upon by the parties:

- MOU COVID-19: Maintaining Safe Facilities and Operations
- MOU Health Insurance Plan: Opt Out Funds
- MOU Class Size: Grade Span Adjustment
- MOU Support for Unit Members affected by the Reduction in Force
- MOU Zero Period for 7th and 8th Grade Soria DLI Students

FISCAL IMPACT:

- Health insurance opt out MOU: \$819,561
- General Education Combination Class Teachers Stipend: \$9,000

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Human Resources that the Board of Trustees adopt the 2019-2020 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association (OEA), as presented.

ADDITIONAL MATERIALS:

Attached: [OEA CBA changes and mous 2019-20 \(11 pages\)](#)

Article VII: Transfers and Reassignments

6. **PAID ASSISTANCE FOR MOVING** A bargaining unit member (a) whom the District involuntarily transfers to another school site after the first student instructional day; (b) who has been displaced and is returning to his/her original school site after the first student instructional day; or (c) who was released from employment pursuant to a Reduction in Force, who accepted a temporary assignment and accepts re-employment to a permanent or probationary assignment after the first student instructional day shall, upon request, be provided assistance in moving his/her personal and classroom materials and receive one (1) day of student free preparation time, and receive *up to* sixteen (16) hours compensation, paid at the current hourly rate. If a bargaining unit member's class is involuntarily moved from one location to another location within the same work site, he/she shall be provided assistance in moving his/her personal and classroom materials and will receive *up to* sixteen (16) hours compensation, paid at the current hourly rate. *(d) If a bargaining unit member's class is involuntarily moved from one location to another location within the same work site, he/she shall be provided assistance in moving his/her personal and classroom materials and will receive up to sixteen (16) hours compensation, paid at the current hourly rate.*

Article VI: Leaves of Absence

CATASTROPHIC SICK LEAVE BANK

1. The intent of the Catastrophic Leave Bank is to provide bargaining unit members economic relief for devastating personal health circumstances.

Catastrophic Leave may not be used for:

- a. Elective Surgery
- b. Personal Necessity Leave
- c. Normal Pregnancy
- d. Substance Abuse Rehabilitation
- e. Bereavement

f. Due to the nature of diagnosis for stress and other psychological illnesses, such illnesses shall not qualify for catastrophic leave unless they involve extended hospitalization.

ARTICLE XXVIII: TERM OF AGREEMENT

This agreement shall remain in full force and effect up to and including June 30, 2019 ~~2019~~ **2020** and from year-to-year thereafter unless either party submits a request to the other to terminate, modify or amend the agreement.

No sooner than March 15, 2019 ~~2019~~ **2020**, or March 15 of any successive year, and no later than April 15, 2019 ~~2019~~ **2020** or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement. Meeting and negotiating in connection with such proposals as well as appropriate counterproposals shall commence no later than May 15 following receipt thereof.

MEMORANDUM OF UNDERSTANDING
(COVID-19)

This Memorandum of Understanding ("MOU") is entered into by and between the **OXNARD SCHOOL DISTRICT** ("District") and the **OXNARD EDUCATORS ASSOCIATION**, (the "Association"). The District and the Association are hereinafter collectively referred to as "the Parties." The Parties have entered into this MOU to reflect the agreements reached regarding the response to the coronavirus (COVID-19) pandemic. Upon full execution, this MOU shall remain in effect for the duration of the COVID-19 pandemic and until Public Health has officially deemed the virus no longer a threat, but in no event later than June 30, 2020.

The Parties recognize the importance of maintaining safe facilities and operations for the benefit of the students and communities served by the District and its teachers and staff. The Parties recognize the importance of prudent measures to prevent employees, students, their families, or other people using facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease.

The Association enters into this MOU on behalf of certificated employees who are members of the bargaining unit represented by the Association in its role as the Exclusive Representative.

RECITALS

As the Parties negotiate a Collective Bargaining Agreement ("CBA") effective July 1, 2019 through June 30, 2020, the effects of the COVID-19 pandemic are a matter the Parties wish to address through this MOU.

Therefore, the Parties agree as follows:

TERMS:

1. In the event of a state or local government mandated closure of any District facility or operation due to the COVID-19 pandemic, OEA bargaining unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. If there is a state or local government mandated closure or curtailment of services, OEA bargaining unit members will have the option to work from home or worksite. A limited number of bargaining unit members may be asked to report to their worksite to provide services that cannot be provided remotely. Bargaining unit members with compromised health, advanced age (65+ years old), or childcare issues

shall have access to the leave provided by the Families First Coronavirus Response Act (FFCRA)

2. During a closure, OEA bargaining unit members will be required to perform assigned work, unless otherwise instructed (See OSD Distance Learning Framework Phase 3). Unit members may request additional training for the use of technology for the purposes of Distance Learning. If a unit member delivers instruction through video conferencing she/he shall be held harmless if a student behaves inappropriately and the unit member shall report the incident to administration immediately.

3. OEA bargaining unit members will be available during their regular assigned work hours for communication with students, parents, and administration on a regular basis. Bargaining unit members will also provide appropriate services, including but not limited to, educational materials, curricula content, and/or consultations. Bargaining unit members shall determine the means and methods of providing online distance learning using a variety of platforms (See OSD Distance Learning Framework Phase 3). Recorded and live video lessons may be utilized by all members but shall not be required. Per Ed Code 51512, unit members must consent to be recorded by video and/or required to submit lessons via recorded video.

Bargaining unit members required to return back to the work site, will be notified at least 48 hours in advance prior to the date of return and offered personal protective equipment per Public Health guidelines whenever possible.

4. The Association and the District will support efforts to maintain funding under any applicable laws during a closure of any District facility due to the COVID-19 pandemic.

5. If the District is required to add additional school days to this school year, or alter the regular school day to increase instructional minutes, the Parties will meet and negotiate the effects.

6. The Parties agree that all current adopted leave policies will remain in full effect for the duration of the COVID-19 pandemic. The following shall be in effect for the duration of the pandemic:

a. If an OEA bargaining unit member is unavailable or unable to perform assigned work for personal or medical reasons, the bargaining unit member shall follow the District's appropriate leave request procedures.

b. OEA bargaining unit members shall inform the District when they have been exposed to an individual who has tested positive for COVID-19 and shall follow the CDC guidelines to self-quarantine and to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing.

c. During a closure, pre-approved sick leave shall continue to be used as originally planned and the OEA bargaining unit member will not be expected to perform work.

d. Notwithstanding the foregoing, the Parties agree to permit use of any additional paid leave provided by federal or state government, during the pendency of the declared COVID-19 national and state emergency.

7. Evaluations will be paused (unless final classroom observation has already taken place) for the duration of any school closure related to COVID-19 (modified or otherwise). The revised evaluation cycle for OEA bargaining unit members who have not had their final classroom observation shall be negotiated between parties.

8. In the event the State of California deems the need for alternative requirements for schools in response to COVID-19, the Parties agree to immediately initiate negotiations on the impacts of those new requirements.

9. Assignments, Reassignments, Transfers, and Filling of Vacancies – All provisions of Article VII: Transfers and Reassignments in the CBA shall be followed. For District-wide Vacancies: The closing date for current bargaining unit members shall be no less than three (3) working days. After three (3) working days, the District will offer vacant positions to members according to the Memorandum of Understanding regarding the Reduction In Force, after that, the District is free to interview and/or hire employees from outside the district.

10. All closed schools and worksites will be decontaminated in accordance with Cal/OSHA COVID-19 guidelines before staff or students return.

11. The Parties understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of this MOU and make any necessary changes consistent with local, state, and federal mandates.

12. This is a non-precedent setting agreement, and may be extended upon mutual agreement.

RATIFIED

By affixing their signatures to this MOU, the Parties acknowledge that the matters set forth are fully settled. This MOU shall be binding upon the heirs, successors, devisees, administrators, employees, executors, and assigns of the Parties. The signatures below signify that the signers are authorized representatives of the District or Association as the proper parties to this MOU, that all actions necessary for the Parties to ratify and

accept this MOU as a binding and bilateral agreement have been completed in the manner required by that party or by the law.

FOR THE DISTRICT:

April 24, 2020



**Dr. Karling Aguilera Fort
Superintendent**

FOR THE ASSOCIATION:

April 24, 2020



**Stacie Thurman
OEA President**

**Memorandum of Understanding
Between the Oxnard School District and the Oxnard
Educators Association**

Date: April 24, 2020

Time:

The Oxnard School District and Oxnard Educators Association agree to the following alternative class size language for Implementation of Grade Span Adjustment:

For the 2020-2021 School Year:

- The school-wide class size average in extended TK- 3 (SEI and DLI) shall be 24:1, with no individual class exceeding twenty-six (26) students.
- The class size for combination classes in grades TK-3 shall not exceed twenty-four (24) students.
- The school-wide class size average in grades 4 and 5 in any school shall not exceed thirty-three (33) students, with a .4 variance, with no individual class exceeding thirty-four (34) students.
- The class size for combination classes in grades 4 and 5 shall not exceed thirty (30) students.
- All combination class teachers shall receive a one-thousand dollar (\$1,000) stipend.

This Memorandum of Understanding shall sunset on June 30, 2021.



Oxnard Educators Association



Oxnard School District

4/24/20

Date

4-24-2020

Date

**Memorandum of Understanding
between the Oxnard School District**

and

Oxnard Educators Association

July 1, 2020 – June 30, 2021

May 22, 2020

The Oxnard School District (OSD) and the Oxnard Educators Association (OEA) agree to the following language for the District's one-time contribution to health benefit premiums for unit members participating in the District's health benefits plan:

For the 2020-2021 School Year:

The District shall calculate the amount of opt-out funds generated by OEA Members from the 2019-2020 school year. One hundred (100) percent of this fund will be used to increase the district contribution for active enrollees. OEA recognizes that this is the final year of the MOU and agrees to begin a review of alternative healthcare plan options with the District.

This Memorandum of Understanding shall sunset on June 30, 2021.

Dated: 5/26/20

By: 
Oxnard Educators Association

Dated: 5.22.2020

By: 
Oxnard School District

ZERO PERIOD for 7th and 8th Grade
Memorandum of Understanding
Between the Oxnard School District and the Oxnard Educators Association

January 31, 2020

The Oxnard School District (District) and the Oxnard Educators Association (OEA) hereby agree to the following with respect to providing zero period at Juan Soria School in the 2019-2020.

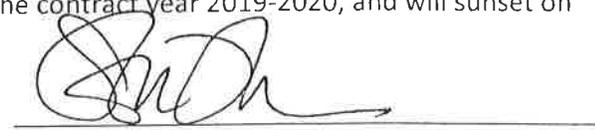
- For the 2019-2020 school year, Juan Soria School will offer zero period to support 7th and 8th Grade DLI students.
- There will be a site administrator on site during the bargaining unit member's contracted time for the zero period.
- OEA/OSD Contract Article VII, Transfers and Reassignments, will be followed in advertising the teaching position at the school site. The teaching position will be selected based on credentials and seniority. His is a voluntary position.
- The bargaining unit member accepting this zero period assignment will star the instructional day at 7:41 a.m. and end at 2:09 p.m. The bargaining unit member will arrive on campus at least 15 minutes prior to and remain 15 minutes after (workday will be 7:26 a.m. and 2:24 p.m.) as per contract Article XI, Working Hours, to have parity in work hours with other OEA bargaining unit members.
- The bargaining unit member's workday will have six consecutive periods, one of which is the preparatory period.
- The bargaining unit member teaching the zero period, will be compensated for the length of the mandatory meeting at their per diem rate of pay. This rate will be paid for attending any mandatory staff/department meetings, DLI meetings and trainings held after the bargaining unit member's regular workday.
- The bargaining unit member teaching zero period shall not have yard duty.
- The zero period teaching position is not in addition to the regular teaching assignment of five (5) instructional classes and one (1) preparatory period.
- All other articles in the OEA/OSD contract will remain unaffected.

This memorandum of understanding is not precedent setting for the future zero periods at any site in the Oxnard School District. Should a site desire to add a zero period it shall be negotiated by the Association and the District before implementation and by April 30th of the school year. This memorandum of Understanding shall be effective foe the contract year 2019-2020, and will sunset on June 30, 2020.



Signature for the Oxnard School District

1-31-2020
Date



Signature for the Oxnard Educators Association

1-30-20
Date

Memorandum of Understanding
between the Oxnard School District
and
Oxnard Educators Association
May 22, 2020

The Oxnard School District and the Oxnard Educators Association agree to the following language regarding support for unit members who are being released from employment as part of the certificated Reduction in Force:

Resume Preparation

The District is willing to assist any employee who would like to prepare a resume to be used for employment opportunities. Any said employee who would like to take advantage of this provision shall contact the Assistant Superintendent, Human Resources & Support Services, the Director of Certificated Human Resources, or their designee.

Letter of Recommendation

Upon request, the District may provide unit members who are being released from employment as part of the Reduction in Force with a letter of recommendation.

Right to Use Personal Necessity Leave to Job Hunt

The District agrees that unit members who are being released from employment as part of the Reduction in Force may use Personal Necessity Leave in order to search for other employment.

Health Benefits Coverage

The District agrees that unit members shall continue to receive health benefits coverage through July 31, 2020.

All of the above provisions apply only to the employees affected by the 2020-21 Reduction in Force. This MOU is not precedent-setting.

This Memorandum of Understanding shall sunset on June 30, 2020.



Oxnard Educators Association



Oxnard School District

From: [Thurman, Stacie](#)
To: [Bond, Edd](#); [AguileraFort, Karling](#); [George, Betsy](#)
Cc: [Pierce, Paulina](#); [Vaca, Jesus](#)
Subject: OEA Contract Ratification 2019-2020
Date: Thursday, June 18, 2020 8:00:29 AM

Good morning Dr. Bond, Ms. George, and Dr. Aguilera Fort,

This email is to notify you that the 2019-2020 contract was ratified by the members of the Oxnard Educators Association on June 17, 2020.

Best regards,

Stacie Thurman, President
Oxnard Educators Association
2775 N. Ventura Rd. Suite 108
Oxnard, CA 93036
(805) 981-6424 office
oxnardea@gmail.com
www.oxnardea.org website

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 5, 2020

Agenda Section: Section F: Board Policies, First Reading

Approval of BP 5116.2 Involuntary Student Transfers & BP/AR 6164.6 Identification and Education Under Section 504 (DeGenna)

Board Policy 5116.2 is new and a recommendation by CSBA (California School Board Association) to be added as a district policy, therefore we are bringing it forward for board approval. Board Policy and Administrative Regulation 6164.6 has revisions italicized and strikethrough's for changes recommended by CSBA and by district administration. These policies will be presented for a second reading and adoption at the August 19, 2020 Board meeting.

FISCAL IMPACT:

None

RECOMMENDATION:

None at this time. BP 5116.2 Involuntary Student Transfers and BP/AR 6164.6 Identification and Education Under Section 504 will be presented for a second reading and adoption at the August 19, 2020 Board meeting.

ADDITIONAL MATERIALS:

Attached: [BP 5116.2 Involuntary Student Transfers \(2 pages\)](#)
[revised BP6164.6 Identification and Education \(3 pages\)](#)
[revised AR 6164.6 Identification and Education \(8 pages\)](#)

Students

INVOLUNTARY STUDENT TRANSFERS

The Board of Trustees desires to enroll students in the school of their choice, but recognizes that circumstances sometimes necessitate the involuntary transfer of some students to another school or program in the district. The Superintendent or designee shall develop procedures to facilitate the transition of such students into their new school of enrollment.

*(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6173.3 - Education for Juvenile Court School Students)*

As applicable, when determining the best placement for a student who is subject to involuntary transfer, the Superintendent or designee shall review all educational options for which the student is eligible, the student's academic progress and needs, the enrollment capacity at district schools, and the availability of support services and other resources.

Whenever a student is involuntarily transferred, the Superintendent or designee shall provide timely written notification to the student and his/her parent/guardian and an opportunity for the student and parent/guardian to meet with the Superintendent or designee to discuss the transfer.

Students Convicted of Violent Felony or Misdemeanor

A student may be transferred to another district school if he/she is convicted of a violent felony, as defined in Penal Code 667.5(c), or a misdemeanor listed in Penal Code 29805 and is enrolled at the same school as the victim of the crime for which he/she was convicted. (Education Code 48929)

Before transferring such a student, the Superintendent or designee shall attempt to resolve the conflict using restorative justice, counseling, or other such services. He/she shall also notify the student and his/her parents/guardians of the right to request a meeting with the principal or designee. (Education Code 48929)

*(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5144 - Discipline)
(cf. 6164.2 - Guidance and Counseling Services)*

Participation of the victim in any conflict resolution program shall be voluntary, and he/she shall not be subjected to any disciplinary action for his/her refusal to participate in conflict resolution.

INVOLUNTARY STUDENT TRANSFERS (continued)

The principal or designee shall submit to the Superintendent or designee a recommendation as to whether or not the student should be transferred. If the Superintendent or designee determines that a transfer would be in the best interest of the students involved, he/she shall submit such recommendation to the Board for approval.

The Board shall deliberate in closed session to maintain the confidentiality of student information, unless the parent/guardian or adult student submits a written request that the matter be addressed in open session and doing so would not violate the privacy rights of any other student. The Board's decision shall be final.

The decision to transfer a student shall be subject to periodic review by the Superintendent or designee.

The Superintendent or designee shall annually notify parents/guardians of the district's policy authorizing the transfer of a student pursuant to Education Code 48929. (Education Code 48980)

(cf. 5145.6 - Parental Notifications)

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

35146 Closed sessions; student matters

48430-48438 Continuation classes, especially:

48432.5 Involuntary transfer to continuation school

48660-48666 Community day schools, especially:

48662 Involuntary transfer to community day school

48900 Grounds for suspension and expulsion

48929 Transfer of student convicted of violent felony or misdemeanor

48980 Notice at beginning of term

PENAL CODE

667.5 Violent felony, definition

29805 Misdemeanors involving firearms

WELFARE AND INSTITUTIONS CODE

300 Minors subject to jurisdiction

602 Minors violating laws defining crime; ward of court

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Policy

Adopted: August 19, 2020

OXNARD SCHOOL DISTRICT

Oxnard, California

IDENTIFICATION AND EDUCATION UNDER SECTION 504

~~The Board of Trustees recognizes the need to identify and evaluate children with disabilities in order to provide them with the services required by law.~~

The Board of Trustees believes that all children, including children with disabilities, should have the opportunity to learn in a safe and nurturing environment. The Superintendent or designee shall work to identify children with disabilities who reside within the jurisdiction of the district in order to ensure that they receive educational and related services required by law.

The Superintendent or designee shall provide qualified students with disabilities with a free appropriate public education (FAPE), as defined under Section 504 of the federal Rehabilitation Act of 1973. ~~The district shall provide a free appropriate public education to students who reside within the district and who are classified as disabled under Section 504 of the federal Rehabilitation Act of 1973.~~ Such students shall receive regular or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of nondisabled students are met. (34 CFR 104.33)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 5141.24 - Administering Medication and Monitoring Health Conditions)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*

In addition, qualified students with disabilities shall be provided an equal opportunity to participate in programs and activities that are integral components of the district's basic education program, including, but not limited to, extracurricular athletics, interscholastic sports, and/or other nonacademic activities. (34 CFR 104.37)

*(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6145.5 - Student Organizations and Equal Access)*

The district's local control and accountability plan shall include goals and specific actions to improve student achievement and other outcomes of students with disabilities. At least annually, the Superintendent or designee shall assess the district's progress in attaining the goals established for students with disabilities and shall report these results to the Board. (Education Code 52052, 52060)

(cf. 0460 - Local Control and Accountability Plan)

In providing services to students with disabilities under Section 504, the Superintendent or designee shall ensure district compliance with law, including providing the students and their parents/guardians with applicable procedural safeguards and required notifications. Any dispute as to the identification, evaluation, or placement of any student with a disability shall be resolved in accordance with the processes specified in the "Procedural Safeguards"

IDENTIFICATION AND EDUCATION UNDER SECTION 504

section of the accompanying administrative regulation.

The Superintendent or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with the district in any other capacity except as hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

Legal Reference:

EDUCATION CODE

49423.5 *Specialized physical health care services*

52052 *Accountability; numerically significant student subgroups*

52060-52077 *Local control and accountability plan*

56043 *Special education, timelines*

56321 *Assessment; development of IEP; parental notifications, consent*

CODE OF REGULATIONS, TITLE 5

3051.12 *Health and Nursing Services*

UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act of 1974*

1400-1482 *Individuals with Disabilities Education Act*

UNITED STATES CODE, TITLE 29

705 *Definitions; Vocational Rehabilitation Act*

794 *Rehabilitation Act of 1973, Section 504*

CODE OF FEDERAL REGULATIONS, TITLE 34

104.1-104.61 *Nondiscrimination on the basis of handicap, especially:*

104.1 *Purpose to effectuate Section 504 of the Rehabilitation Act of 1973*

104.3 *Definitions*

104.32 *Location and notification*

104.33 *Free appropriate public education*

104.34 *Educational setting*

104.35 *Evaluation and placement*

104.36 *Procedural safeguards*

104.37 *Nonacademic services*

104.7 *Responsible employee; grievance procedures*

COURT DECISIONS

Christopher S. v. Stanislaus County Office of Education, (2004) 384 F.3d 1205

Management Resources:

CSBA PUBLICATIONS

Rights of Students with Diabetes Under IDEA and Section 504, Policy Brief, November 2007

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007

U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Free Appropriate Public Education for Students with Disabilities: Requirements under Section 504 of the Rehabilitation Act of 1973, September 2007

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Instruction

BP 6164.6©

IDENTIFICATION AND EDUCATION UNDER SECTION 504

*U.S. Department of Education, Office for Civil Rights:
<http://www.ed.gov/about/offices/list/ocr/index.html?src=mr>*

Policy
adopted: November 16, 2011
Revised: August 19, 2020

OXNARD SCHOOL DISTRICT
Oxnard, California

IDENTIFICATION AND EDUCATION UNDER SECTION 504

The Superintendent designates the following position as the district's 504 Coordinator to implement the requirements of Section 504 of the federal Rehabilitation Act of 1973: (34 CFR 104.7)

*Oxnard School District, Director of Pupil Services
1051 South A Street, Oxnard, CA 93030
805-385-1501 ext. 2161*

Definitions

For the purpose of implementing Section 504, the following terms and phrases shall have only the meanings specified below:

~~Free appropriate public education (FAPE) under Section 504 of the Rehabilitation Act of 1973~~ means the provision of ~~either~~ regular or special education and related aids and services designed to meet the ~~student's~~ individual educational needs *of a student with disabilities* as adequately as the needs of ~~nondisabled~~ students *without disabilities* are met, at no cost to the student or his/her parent/guardian except when a fee is specifically authorized by law for all students. (34 CFR 104.33)

(cf. 3260-Fees and Charges)

~~Eligibility to receive FAPE under Section 504~~ Student with a disability means a student has a physical or mental impairment which substantially limits one or more major life activities. (34 CFR 104.33)

~~Major life activities~~ means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working. (34 CFR 104.3)

~~Physical or mental impairment~~ means any ~~of the following:~~ (34 CFR 104.3)

1. ~~Any~~ physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more ~~of the following~~ body systems; *such as* neurological; musculoskeletal, special sense organs; respiratory, (including speech organs); cardiovascular; reproductive, digestive, genito-urinary; hemic and lymphatic; skin; and endocrine

2. ~~Mental impairment~~ means any ~~any~~ mental or psychological disorder, *such as* intellectual disability, ~~mental retardation~~, organic brain syndrome, emotional or mental illness, and specific learning disabilities. (28 CFR 35.108)

Substantially limits major life activities means limiting a person's ability to perform functions, as compared to most people in the general population, *such as* caring for himself/herself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending,

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

speaking, breathing, learning, reading, concentrating, thinking, writing, communicating, and working. Major life activities also includes major bodily functions such as functions of the immune system, special sense organs and skin, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions, as well as the operation of an individual organ within a body system. The determination of whether an impairment substantially limits a student's major life activities shall be made without regard to the ameliorative effects of mitigating measures other than ordinary eyeglasses or contact lenses. Mitigating measures are measures that an individual may use to eliminate or reduce the effects of an impairment, including, but not limited to, medications, medical supplies or equipment, prosthetic devices, assistive devices, reasonable modifications or auxiliary aids or services, learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy. (42 USC 12102; 28 CFR 35.108)

Referral, Identification, and Evaluation

Any action or decision to be taken by the district involving the referral, identification, or evaluation of a student with disabilities shall be in accordance with the following procedures:

1. ~~Any student may be referred by a~~ A parent/guardian, teacher, other school employee, student success team, or community agency for consideration of eligibility as a disabled student under Section 504. ~~This referral may be made to the principal or 504 Coordinator.~~ *may refer a student to the principal or 504 Coordinator for identification as a student with a disability under Section 504.*

(cf. 6164.5 - Student Success Teams)

2. Upon receipt of a referral for eligibility, the principal, ~~or~~ 504 Coordinator, or other qualified individual with expertise in the area of the student's suspected disability shall consider the referral and determine whether an evaluation is appropriate. This determination shall be based on a review of the student's school records, including academic and nonacademic areas of the school program; consultation with the student's teacher(s), other professionals, and the parent/guardian, as appropriate; and analysis of the student's needs.

If it is determined that an evaluation is unnecessary, the principal or 504 Coordinator shall inform the parents/guardians in writing of this decision and of the procedural safeguards, as described in the "Procedural Safeguards" section below.

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

3. If it is determined that a *the* student needs or is believed to need special education or related services under Section 504, the district shall conduct an evaluation of the student prior to initial placement ~~and before any significant change in placement.~~ (34 CFR 104.35)

Prior to conducting an initial evaluation of a student for eligibility under Section 504, the district shall obtain written parent/guardian consent.

The district's evaluation procedures shall ensure that tests and other evaluation materials: (34 CFR 104.35)

- a. Have been validated and are administered by trained personnel in conformance with the instruction provided by the test publishers
- b. Are tailored to assess specific areas of educational need and are ~~not based solely on a single IQ score~~ *not merely designed to provide a single general intelligence quotient*
- c. Reflect *the student's* aptitude or achievement or whatever else the tests purport to measure ~~rather than his/her~~ *and do not reflect the student's* impaired sensory, manual, or speaking skills ~~unless the test is designed to measure these particular deficits~~ *except where those skills are the factors that the tests purport to measure*

Section 504 Services Plan and Placement

Services and placement decisions for students with disabilities shall be determined as follows:

1. A multi-disciplinary 504 team shall be convened to review the evaluation data in order to make placement decisions.

The 504 team shall consist of a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options. (34 CFR 104.35)

In interpreting evaluation data and making placement decisions, the team shall draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The team shall also ensure that information obtained from all such sources is documented and carefully considered and that the placement decision is made in conformity with 34 CFR 104.34. (34 CFR 104.35)

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

2. If, upon evaluation, a student is determined to be eligible for services under Section 504, the team shall meet to develop a written 504 services plan which shall specify the types of regular or special education services, accommodations, and supplementary aids and services necessary to ensure that the student receives FAPE.

The parents/guardians shall be invited to participate in the meeting and shall be given an opportunity to examine all relevant records.

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Asthma Management)

(cf. 5141.24 - Specialized Health Care Services)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

3. If the 504 team determines that no services are necessary for the student, the record of the team's meeting shall reflect whether or not the student has been identified as a disabled person under Section 504 and shall state the basis for the decision that no special services are presently needed. The student's parent/guardian shall be informed in writing of his/her rights and procedural safeguards, as described in the "Procedural Safeguards" section below.
4. The student shall be placed in the regular educational environment, unless the district can demonstrate that the education of the student in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to his/her individual needs. (34 CFR 104.34)
5. The district shall complete the identification, evaluation, and placement process within a reasonable time frame. . *The district shall adhere to this time frame regardless of any extended school breaks or times that school is otherwise not in session.*
6. A copy of the student's Section 504 services plan shall be kept in his/her student record. The student's teacher(s) and any other staff who provide services to the student shall be informed of the plan's requirements.

If a student transfers to another school within the district, the principal or designee at the school from which the student is transferring shall ensure that the principal or designee at the new school receives a copy of the plan prior to the student's enrollment in the new school.

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)*(cf. 5116.1 - Intradistrict Open Enrollment)**(cf. 5125 - Student Records)***Review and Reevaluation**

1. The 504 team shall monitor the progress of the student and, *at least annually, shall review* the effectiveness of the student's Section 504 services plan to determine whether the services are appropriate and necessary and whether the student's needs are being met as adequately as the needs of *students without disabilities are met* ~~nondisabled students~~. ~~The team shall review the student's plan annually.~~ In addition, ~~the student's~~ *each student with a disability* ~~eligibility~~ under Section 504 shall be reevaluated at least once every three years.
2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement. (34 CFR 104.35)

*(cf. 5144.1 - Suspension and Expulsion/Due Process)**(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))***Procedural Safeguards**

Parents/guardians shall be notified in writing of all district decisions regarding the identification, evaluation, or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their right to: (34 CFR 104.36)

1. Examine relevant records
2. Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
3. Have a review procedure

Notifications shall also detail the parent/guardian's right to file a grievance with the district over an alleged violation of Section 504; have an evaluation that draws on information from a variety of sources; be informed of any proposed actions related to eligibility and plan for services; receive all information in the parent/guardian's native language and primary mode of communication; periodic reevaluations and an evaluation before any significant change in program/service modifications; an impartial hearing if there is a disagreement with the district's proposed action; be represented by counsel in the impartial hearing process; and appeal the impartial hearing officer's decision.

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

The Superintendent or designee shall notify the parents/guardians of students with disabilities of all actions and decisions by the district regarding the identification, evaluation, or educational placement of their children. He/she also shall notify the parents/guardians of all the procedural safeguards available to them if they disagree with the district's action or decision, including an opportunity to examine all relevant records and an impartial hearing in which they shall have the right to participate. (34 CFR 104.36)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

If a parent/guardian disagrees with decisions regarding the identification, evaluation, or educational placement of his/her child under Section 504, he/she may request a Section 504 due process hearing in accordance with the following procedures:

- ~~1. Within 30 days after receipt of the district's decision with which the parent/guardian disagrees, the parent/guardian may request an administrative review of the decision. The 504 Coordinator shall designate an appropriate administrator to meet with the parent/guardian to attempt to resolve the issue. This review shall be held within 14 days of receiving the parent/guardian's request.~~
- ~~2. If the parent/guardian chooses not to request an administrative review or if the review does not resolve the issue, the parent/guardian may request in writing a Section 504 due process hearing. The parent/guardian's request for a hearing shall be made within 30 days of receiving the district's decision or within 14 days of completion of the administrative review. The request shall include:~~

Prior to requesting a Section 504 due process hearing, the parent/guardian may, at his/her discretion, but within 30 days of the district's action or decision, request an administrative review of the action or decision. The Coordinator shall designate an appropriate administrator to meet with the parent/guardian to attempt to resolve the issue and the administrative review shall be held within 14 days of receiving the parent/guardian's request. If the parent/guardian is not satisfied with the resolution of the issue, or if the parent/guardian did not request an administrative review, he/she may request a Section 504 due process hearing.

A Section 504 due process hearing shall be conducted in accordance with the following procedures:

- 1. The parent/guardian shall submit a written request to the Coordinator within 30 days of receiving the district's decision or, if an administrative review is held, within 14 days of the completion of the review. The request for the due process hearing shall include:*
 - a. The specific nature of the decision with which the parent/guardian disagrees*

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

- b. The specific relief the parent/guardian seeks
 - c. Any other information the parent/guardian believes pertinent
2. Within 30 days of receiving the parent/guardian's request, the Superintendent or designee and 504 Coordinator shall select an impartial hearing officer. This 30-day deadline may be extended for good cause or by mutual agreement of the parties.

~~The 504 Coordinator shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with the district in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.~~

3. Within 45 days of the selection of the hearing officer, the Section 504 due process hearing shall be conducted and a written decision mailed to all parties. This 45-day deadline may be extended for good cause or by mutual agreement of the parties.
4. ~~Any party~~ *The parties* to the hearing shall be afforded the right to:
1. Be accompanied and advised by *legal* counsel and by individuals with special knowledge or training related to the problems of students who are qualified as disabled under Section 504
 2. Present written and oral evidence
 3. Question and cross-examine witnesses
 4. Receive written findings by the hearing officer *stating the decision and explaining the reasons for the decision*

If desired, either party may seek a review of the hearing officer's decision by a federal court of competent jurisdiction.

Notifications

The Superintendent or designee shall ensure that the district has taken appropriate steps to notify students and parents/guardians of the district's duty under Section 504. (34 CFR 104.32)

(cf. 5145.6 - Parental Notifications)

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

Regulation
approved: November 16, 2011
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OXNARD SCHOOL DISTRICT
Oxnard, California