

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

**Veronica Robles-Solis**, President  
**Monica Madrigal Lopez**, Clerk  
**Rose Gonzales**, Member  
**MaryAnn Rodriguez**, Member  
**Brian Melanephy**, Member

## ADMINISTRATION

**Anabolena DeGenna, Ed.D.**  
Superintendent  
**Vacant**  
Assistant Superintendent,  
Business & Fiscal Services  
**Natalia Torres, Ed.D.**  
Assistant Superintendent,  
Human Resources  
**Aracely Fox, Ed.D.**  
Assistant Superintendent,  
Educational Services

## AGENDA

### REGULAR BOARD MEETING

Wednesday, November 20, 2024

**5:00 PM - Open Meeting**

**5:30 PM - Study Session**

**7:00 PM - Return to Regular Board Meeting**

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

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

Watch the meeting live: [osdtv.oxnardsd.org](https://osdtv.oxnardsd.org)

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

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

November 20, 2024

**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:

Rodriguez\_\_\_ , Gonzales \_\_\_ , Melanephy \_\_\_, Madrigal Lopez\_\_\_, Robles-Solis \_\_\_

**A.2. Pledge of Allegiance to the Flag**

Genaro Magaña, Principal, Lopez Academy, will introduce Giselle Magaña, 8th grade student at Lopez Academy, who will lead the audience in the Pledge of Allegiance.

**A.3. District’s Vision and Mission Statement**

The District's Mission and Vision Statement will be read in English by Harmony Martinez, 8th grade student at Lopez Academy, and in Spanish by Samuel Pacheco, 8th grade student at Lopez Academy.

**A.4. Presentation by Lopez Academy**

Genaro Magaña, Principal, Lopez Academy, will provide a short presentation to the Board regarding Lopez. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

**A.5. Adoption of Agenda (Superintendent)**

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez\_\_\_ , Gonzales \_\_\_ , Melanephy \_\_\_, Madrigal Lopez\_\_\_, Robles-Solis \_\_\_

**A.6. Study Session - Report Outlining the Support System and Resources Available to New Teachers (Fox/Cordes)**

The Educational Services Department will present a report outlining the support system and resources available to all new teachers.

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

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the Assistant Superintendent of Educational Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker. The Board will now convene in closed session to consider the items listed under Closed Session.

**A.8. Closed Session**

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
  - S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
- Anticipated Litigation:
- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

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

Conference with Labor Negotiator:

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

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

3. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:

Consider the Request for Readmission

- Case No. 23-02 (Action Item)

Consider the Request to Expel Student

- Case No. 24-02 (Action Item)

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

- Public Employee(s) Discipline/Dismissal/Release

- Public Employee Appointment

- Assistant Principals
- Acting Assistant Superintendent, Human Resources

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

**A.10. Report Out of Closed Session**

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

**A.11. Adoption and Presentation of Resolution #24-07 "National School Psychology Week" (DeGenna/Jefferson)**

It is the recommendation of the Superintendent and the Director, Special Education Services, that the Board of Trustees adopt and present Resolution #24-07 in recognition of National School Psychology Week 2024.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_, Gonzales \_\_, Melanephy \_\_, Madrigal Lopez \_\_, Robles-Solis \_\_

**A.12. 2023-2024 Annual Report of the Commission (Torres/Fuentes)**

The Administration will provide a presentation on the Personnel Commission's 2023-2024

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**Section B: PUBLIC COMMENT/HEARINGS**

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

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. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

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. Si gusta donar sus tres (3) minutos de comentario, debe estar presente durante la presentación de 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.)

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

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

**C.1. Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)**

It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state conference attendance for Sarahi Ramirez and Shelby Fry, Speech-Language Pathologists, to attend the American Speech-Language-Hearing Association's (ASHA) 2024 Annual Convention, December 5-7, 2024 in Seattle, WA, in the amount not to exceed \$1,500.00 per attendee, to be paid from OSSA Funds.

**C.2. Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)**

It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state conference attendance for Giselle Moreno, Armando De La Mora, and Alexa Ramirez-Haro, School Psychologists, to attend the National Association of School Psychologists (NASP) Convention, February 18-22, 2025, in Seattle, WA, in the amount not to exceed \$1,500.00 per attendee, to be paid from OSSA Funds.

**C.3. Enrollment Report (DeGenna)**

District enrollment as of October 28, 2024 (CALPADS) was 13,007. This is 394 less than the same time last year. District enrollment as of October 31, 2024 was 13,025. This is 398 less than the same time last year.

**C.4. Ratification of Request for Approval of Out of State Training Attendance (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees ratify the out of state training attendance for Rita Galvan, Director of Transportation Services, at the Microbird (Bluebird) plant in Drummondville, Quebec, Canada, September 30, 2024 to October 2, 2024, at no cost to Oxnard School District.

**C.5. Request for Ratification of Out of State Conference Attendance (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees ratify out of state conference attendance for Rita Galvan, Director of Transportation Services, to attend ROUSH CleanTech Event in Livonia, Michigan, November 19-21, 2024, at no cost to Oxnard School District.

**C.6. Ratification of Change Orders #1 - #5 to Agreement #23-229 – Eberhard – Roofing Project at Sierra Linda School (DeGenna/Miller)**

It is the recommendation of the Director of Facilities and the Superintendent that the Board of Trustees ratify Change Order #1 - #5 to Agreement #23-229 with Eberhard, for additional scope of work and unforeseen conditions for the Roofing Project at Sierra Linda School, in the amount of \$157,846.71, to be paid out of Deferred Maintenance Funds.

**C.7. Approval of Change Order #004 for Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Facilities (DeGenna/Miller/CFW)**

It is the recommendation of the Superintendent and the Director, Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order #004 with Viola Constructors, to address the requirement to provide a concrete housekeeping pad to support the new electrical switchgear for the new classrooms at the Driffill Elementary School New Transitional Kindergarten Facilities, in the amount of \$3,413.23, to be paid out of Master Construct and Implementation Funds.

**C.8. Approval of Change Order #5 for Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Facilities (DeGenna/Miller/CFW)**

It is the recommendation of the Superintendent and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order #05 from Viola Constructors, to provide new fire alarm components and programming for the new classrooms to integrate with the existing schools' fire alarm system, in the amount of \$39,496.36, to be paid out of Master Construct and Implementation Funds.

**C.9. Purchase Order/Draft Payment Report #24-04 (DeGenna/Reyes)**

It is the recommendation of the Superintendent and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #24-04 as submitted.

**C.10. Establishment and Increase of Hours of Positions (Torres/Fuentes)**

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the establishment and increase of hours of position, as presented.

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**C.11. Personnel Actions (Torres/Fuentes)**

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

**Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following agreements:

**C.12. Approval of Amendment #001 for Agreement #23-100 for Inspector of Record Services with Kenco Construction Services, Inc., for New PS/TK Facilities at Drifill Elementary School (DeGenna/Miller/CFW)**

It is the recommendation of the Superintendent and the Director, Facilities, in conjunction with CFW, that the Board of Trustees approve Amendment #001 to Agreement 23-100 with Kenco Construction Services, Inc., to extend the agreement term to ensure the Inspector of Record Services for the New PS/TK Facilities at Drifill Elementary School continue for the remainder of the project due to an unforeseen construction project duration extension, in the amount of \$52,920.00, to be paid out of Master Construct and Implementation Funds.

**C.13. Approval of Amendment #1 to Construction Services Agreement #24-115, Site Lease Agreement #24-166, and Sub Lease Agreement #24-167 with Edwards Construction Group for the Modernization Project at Ritche Elementary School (DeGenna/Miller/CFW)**

It is the recommendation of the Superintendent and the Director, Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve the Amendment #1 to Construction Services Agreement #24-115, approve Site Lease Agreement #24-166, and Sub Lease Agreement #24-167 with Edwards Construction Group, for construction services, site lease, and sublease for the Ritche School Modernization Project, in the amount of \$6,398,235.00, to be paid out of Master Construct and Implementation Funds.

**C.14. Approval of Agreement #24-147 – Heinemann (Fox/Cordes)**

It is the recommendation of the Director, Teaching and Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-147 with Heinemann, to provide Professional Development for leveled literacy intervention coaching to K-5 teachers, November 21, 2024 through June 30, 2025, in the amount of \$4,500.00, to be paid out of Supplemental Concentration Funds.

**C.15. Approval of Agreement #24-151 – Grand Canyon University (Torres/Carroll)**

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-151 with Grand Canyon University, to allow students of GCU to participate in student teaching internships, practicum, and observations at school sites within Oxnard School District, November 21, 2024 through June 30, 2027, at no cost to Oxnard School District.

**C.16. Approval of Agreement #24-152 – California State University, Northridge – Clinical Practicum Program (Torres/Carroll)**

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-152 with California State University, Northridge, to provide graduate training for the Master of Social Work, November 21, 2024 through June 30, 2027, at no cost to Oxnard School District.

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**C.17. Approval of Field Contract Agreement #24-153 Falcon Roofing Company (DeGenna/Miller)**

It is the recommendation of the Director of Facilities and the Superintendent that the Board of Trustees approve Field Contract Agreement #24-153 with Falcon Roofing Company, to perform Roof Replacement on the Walk-In Freezers at Curren and Driffill Kitchens, November 21, 2024 through December 9, 2024, in the amount of \$22,429.00, to be paid out of Deferred Maintenance Funds.

**C.18. Approval of Agreement #24-156 – Instructure, Inc. (Fox/Hubbard)**

It is the recommendation of the Chief Information Officer, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-156 with Instructure, Inc., to improve the organization and usability of Canvas courses in the district's K-8 schools, November 21, 2024 through June 30, 2025, in the amount of \$31,350.00, to be paid out of Supplemental Concentration Funds.

**C.19. Approval of Agreement #24-157 – Inlakech Cultural Arts Center (Fox/Ruvalcaba)**

It is the recommendation of the Assistant Superintendent of Educational Services and the Manager of Equity, Family, and Community Engagement, that the Board of Trustees approve Agreement #24-157 with Inlakech Cultural Arts Center, to provide two traditional Mexican dance performances: one at Driffill School during the Annual DELAC Convivio on December 17, 2024, and the other on April 3, 2025, at the Ninth Annual Cesar Chavez Awards Ceremony at the Oxnard Performing Arts Center, in the amount of \$1,000.00, to be paid out of Title I Funds.

**C.20. Approval of Agreement #24-158 – Latino Edutainment (Fox/De Los Santos)**

It is the recommendation of the Assistant Superintendent of Educational Services and the Principal, Fremont Academy, that the Board of Trustees approve Agreement #24-158 with Latino Edutainment, to provide Empowerment student assemblies and Parent/Family Empowerment comedy night for students, staff, and families, November 21, 2024 through June 30, 2025, in the amount of \$5,500.00, to be paid out of Middle School Wellness Center Funds (MSWC).

**C.21. Approval of Agreement #24-159 – Challenge Day (Fox/Kemp)**

It is the recommendation of the Principal, Soria School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-159 with Challenge Day, to provide a day-long, interactive program that equips Soria School 7th grade students with the tools to break down barriers, fostering an environment of acceptance, love, and respect, December 9, 2024, in the amount of \$7,050.00, to be paid out of Supplemental Concentration Funds.

**C.22. Approval of Agreement #24-160 – WorldStrides (Fox/Shea)**

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, Enrichment & Specialized Programs, that the Board of Trustees approve Agreement #24-160 with WorldStrides, to provide field trip services and accommodations for a 2-day advocacy overnight field trip for the Superintendent Fellows to Sacramento, California, April 7, 2025 – April 8, 2025, in the amount of \$47,734.00, to be paid out of Expanded Learning Opportunities Program Funds.

**C.23. Approval of Agreement #24-161, UnboundEd Learning (Fox)**

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It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-161 with UnboundEd Learning, to provide a 2-day Summit will help educators develop and deliver GLEAM (grade-level engaging, affirming, and meaningful) instructional practices and classroom experiences, November 21-22, 2024, in the amount of \$35,000.00, to be paid out of Supplemental Concentration Funds.

**C.24. Approval of Agreement #24-163 – California State University Channel Islands (Torres/Carroll)**

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-163 with California State University Channel Islands (CSUCI), to assist CSUCI students with the completion of their Master of Science in School Counseling with Pupil Personnel Services (MSPPS) practicum by engaging in field experience and/or student teaching under the supervision of a university supervisor, November 21, 2024 through June 30, 2027, at no cost to Oxnard School District.

**C.25. Approval of Agreement #24-164, Tetra Tech - DTSC Compliance Phase 1 - PS/TK/K Project at Marina West Elementary School (DeGenna/Miller/CFW)**

It is the recommendation of the Superintendent and the Director, Facilities, in consultation with CFW, that the Board approve agreement #24-164 with Tetra Tech, to provide DTSC Phase 1 Environmental Site Assessment for the Marina West PS/TK/K Project, November 27, 2024 through January 26, 2025, in the amount of \$5,900.00, to be paid out of Master Construct and Implementation Funds.

**C.26. Approval of Agreement #24-165 -TYR, Inc. - Inspector of Record Services (IOR) - Marina West Elementary School ECDC Project (DeGenna/Miller/CFW)**

It is the recommendation of the Superintendent and the Director, Facilities in consultation with CFW, that the Board approve Agreement #24-165 with TYR, Inc., to provide Inspector of Record (IOR) Services for the Marina West Elementary School ECDC Project, December 19, 2024 through February 28, 2026, in the amount of \$235,400.00, to be paid out of Master Construct and Implementation Funds.

**C.27. Approval of Agreement #24-168 – STS Education (DeGenna/Miller)**

It is the recommendation of the Director, Facilities, and the Superintendent that the Board of Trustees approve Agreement #24-168 with STS Education, to install and provide (25) Ai Phone master stations and (60) door stations with door control at all schools and sites (25 locations), January 1, 2025 through May 31, 2025, in the amount of \$563,797.64, to be paid out of Routine Restricted Maintenance Funds.

**Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

**C.28. Ratification of Amendment #6 to Agreement #18-01 Pupil Transportation Services for the 2024-2025 School Year with Durham School Services, L.P. (DeGenna/Galván)**

It is the recommendation of the Director, Transportation, and the Superintendent that the Board of Trustees ratify Amendment #6 to Agreement #18-01 with Durham School Services, to provide Transportation Services for fiscal years 2024-2025, July 1, 2024 through June 30, 2025, in the amount of \$5,191,457.34, to be paid out of the General Fund.

**C.29. Ratification of Amendment #003 to Agreement #21-140 with Kenco Construction Services,**

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



**Inc. to Provide Additional Inspector of Record (IOR) Services for the Rose Avenue Elementary School Reconstruction (DeGenna/Miller/CFW)**

It is the recommendation of the Superintendent and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #003 to Agreement #21-140, with Kenco Construction Services, Inc., for additional Inspector of Record services through March 31, 2025 for the Rose Avenue Elementary School Reconstruction Project due to the continued delay in securing City Approval for the off-site improvements, in the amount of \$52,920.00, to be paid out of Master Construct and Implementation Funds.

**C.30. Ratification of Amendment #1 to Agreement #24-84 – Ventura County Office of Education - Special Education Transportation Services 2024-2025 (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #24-84 with Ventura County Office of Education, to correct an error made in the estimate that was provided by VCOE on their previously approved proposal for transportation services to OSD Special Education students, in the amount of \$210,793.00, to be paid out of Special Education Funds.

**C.31. Ratification of Agreement #24-150, Practi-Cal Inc. (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #24-150 with Practi-Cal Inc., for providing technical support for the collection and submission of direct service Medi-Cal billing, July 1, 2024 through June 30, 2025, in the amount of \$255,192.00, to be paid out of LEA Medi-Cal funds.

**C.32. Ratification of Agreement #24-154 – Inclusive Education & Community Partnership (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #24-154 with Inclusive Education & Community Partnership, to provide behavior support services and 1 to 1 behavioral therapist services to the Special Education Department, July 1, 2024 through June 30, 2025, in the amount not to exceed \$50,000.00, to be paid out of Special Education Funds.

**C.33. Ratification of Agreement #24-155 – Foundation for California Community Colleges/California Afterschool Network (Fox/Shea)**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #24-155 with Foundation for California Community Colleges/California Afterschool Network, to provide professional development and services to support the After School Education and Safety Grant and the Expanded Learning Opportunity Programs in the Oxnard School District, with a focus on capacity building of staff and assisting in updating program plans to include ASES and ELOP requirements, July 1, 2024 through June 30, 2025, in the amount not to exceed \$75,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

**Section D: ACTION ITEMS**

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

**D.1. Ratification of Acting Assistant Superintendent, Human Resources, Employment Agreement (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees ratify the employment agreement for Dr. Scott Carroll, Acting Assistant Superintendent, Human Resources, October 16, 2024 - June 30, 2025, in the amount of \$211,644.00 per year.

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

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**D.2. Approval of Agreement #24-146 – MBDU (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-146 with MBDU, to provide cultural and linguistic competence classes to Oxnard School District mental health staff, November 21, 2024 through June 30, 2025, in the amount of \$104,000.00, to be paid out of Mental Health Service Professional Demonstration Grant Funds.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**D.3. Approval of Agreement #24-148 – Rafael Ortiz, LMFT (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-148 with Rafael Ortiz, LMFT, to provide case management for Oxnard School District families and students who are experiencing homelessness, as well as to students in foster care, November 21, 2024 through June 30, 2025, in the amount of \$10,000.00, to be paid out of Learning Communities for School Success Program Grant Funds.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**D.4. Approval of Agreement #24-149 – Recovery Starts Now (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-149 with Recovery Starts Now, to provide comprehensive substance use counseling and prevention services to students in grades 6 through 8 across nine campuses within the Oxnard School District, November 21, 2024 through June 30, 2025, in the amount of \$112,000.00, to be paid out of Learning Communities for School Success Program Grant Funds.

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Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

## **Section E: APPROVAL OF MINUTES**

### **E.1. Approval of Minutes (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees approve the minutes of Board meetings, as presented:

- October 2, 2024 Regular Meeting
- October 16, 2024 Special Meeting

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

Rodriguez\_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez\_\_\_\_, Robles-Solis \_\_\_\_

## **Section F: BOARD POLICIES**

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

### **F.1. First Reading - BP/AR 5113 Absences And Excuses (Fox/Nocero)**

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Pupil Services that the Board of Trustees receive the revision to BP/AR 5113 Absences And Excuses for First Reading. The revised policies will be presented for Second Reading and Adoption at the December 18, 2024 Regular Board Meeting.

### **F.2. First Reading - BP/AR 5141.21 Administering Medication and Monitoring Health Conditions (Fox/Nocero)**

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Pupil Services that the Board of Trustees receive the revision BP/AR 5141.21 Administering Medication and Monitoring Health Conditions for First Reading as presented. The revised policies will be presented for Second Reading and Adoption at the December 18, 2024 Regular Board meeting.

## **Section G: CONCLUSION**

### **G.1. Superintendent's Report (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.

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

**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:

ROLL CALL VOTE:

Rodriguez\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez\_\_\_, Robles-Solis \_\_\_\_

Anabolena DeGenna, 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, November 15, 2024.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section A: Study Session

**Study Session - Report Outlining the Support System and Resources Available to New Teachers  
(Fox/Cordes)**

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The Educational Services Department will present a report outlining the support system and resources available to all new teachers.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Informational

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section A: Preliminary

### **Closed Session – Public Participation/Comment (Limit three minutes per person per topic)**

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

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section A: Preliminary

### **Closed Session**

---

1. Pursuant to Section 54956.9 of Government Code:  
Conference with Legal Counsel
  - Existing Litigation:
    - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
    - S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
  - Anticipated Litigation:
    - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
  
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:  
Conference with Labor Negotiator:  
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP  
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
  
3. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
  - Consider the Request for Readmission
    - Case No. 23-02 (Action Item)
  - Consider the Request to Expel Student
    - Case No. 24-02 (Action Item)
  
4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
  - Public Employee Appointment
    - Assistant Principals
    - Acting Assistant Superintendent, Human Resources

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section A: Preliminary

**Reconvene to Open Session (7:00 PM)**

---

Reconvene to Open Session (7:00 PM)

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section A: Preliminary

### **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.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section A: Preliminary

### **Adoption and Presentation of Resolution #24-07 "National School Psychology Week" (DeGenna/Jefferson)**

---

The National Association of School Psychologists, (NASP) has recognized November 11-15, 2024 as National School Psychology Week, “Spark Discovery”.

The District recognizes School Psychologists for the important and vital role that they play in the personal and academic development and success of the Oxnard School District students. School Psychologists collaborate with educators, parents, and other professionals to create safe, healthy, and supportive learning environments that strengthen connections between home, school, and the community for all students.

#### **FISCAL IMPACT:**

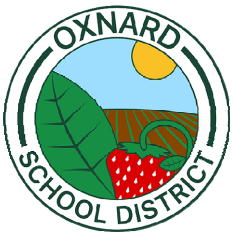
N/A

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Director of Special Education Services that the Board of Trustees adopt and present Resolution #24-07 in recognition of National School Psychology Week 2024.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution #24-07 \(1 page\)](#)



**RESOLUTION #24-07**

**NATIONAL SCHOOL PSYCHOLOGY WEEK**  
**November 11-15, 2024**  
*“Spark Discovery”*

**WHEREAS**, National School Psychology Week, celebrated annually during the second week of November, provides an opportunity to acknowledge the vital role that school psychologists play in supporting the mental health, academic success, and overall well-being of students; and

**WHEREAS**, school psychologists are highly trained professionals who bring expertise in child development, learning, behavior, and mental health, making them invaluable members of the educational community; and

**WHEREAS**, school psychologists support the Oxnard School District’s commitment to fostering safe, positive learning environments by providing direct support to students, consulting with educators and families, and creating proactive intervention strategies; and

**WHEREAS**, the work of school psychologists contributes significantly to creating inclusive and supportive school cultures where students can thrive, regardless of background or individual challenges, aligning with the Oxnard School District's mission to empower every student to reach their full potential; and

**WHEREAS**, school psychologists also address critical issues such as crisis prevention, intervention, and response, helping to build resilience within our school communities and to ensure that students have access to mental health resources and support networks; and

**WHEREAS**, the Oxnard School District recognizes and appreciates the dedication of our school psychologists, who demonstrate compassion, expertise, and leadership in their work each day for the benefit of our students, families, and staff;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Oxnard School District hereby recognizes November 11-15, 2024, as National School Psychology Week in the Oxnard School District; and

**BE IT FURTHER RESOLVED** that the Board encourages all staff, students, and families to join in recognizing the outstanding contributions of school psychologists to the success and well-being of our students, honoring them for their dedicated service to the Oxnard School District community.

Adopted this 20<sup>th</sup> day of November, 2024.

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Clerk, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section A: Report

### **2023-2024 Annual Report of the Commission (Torres/Fuentes)**

---

The Administration will provide a presentation on the Personnel Commission's 2023-2024 Annual Report.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

None – information only.

**ADDITIONAL MATERIALS:**

**Attached:** [Annual Report 23-24.pdf](#)

## PHILOSOPHY OF MERIT

In our democracy, citizens have an expectation that governmental processes be conducted in a fair, efficient, and open manner, and that public institutions be accountable for representing the public interest. Merit System principles emphasize these values and provide a personnel selection system that is open to all and free from political interference. As school districts continue to experience systemic change resulting from social, financial, and political pressures, it becomes increasingly important that school administrators incorporate Merit System principles into every decision they make concerning classified employees.

School district personnel management should be implemented consistent with the following Merit System principles:

1. Recruitment of job applicants should be from sources representing all segments of society, and selection and advancement should be determined solely on the basis of relative ability, knowledge, and skills, after fair and open competition, which assures that all receive equal opportunity.
2. All employees and applicants for employment should receive fair and equitable treatment in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, disabling condition or sexual orientation.
3. Equal pay should be provided for work of equal effort, skill, and responsibility.
4. School district employees should be managed and treated fairly and consistently and be engaged in work that serves the best interests of students.
5. Employees should be retained and promoted on the basis of merit, as measured by the adequacy of their performance and professional achievement.
6. Employees should be protected from arbitrary employment actions and afforded due process rights consistent with applicable law.

-CSPCA Website

### Personnel Commissioners

**Ernest Morrison**  
*Term 2021—2024*  
*Board of Trustees' Appointee*

**Denis O'Leary**  
*Term 2023—2026*  
*CSEA Appointee*

**Paul Robinson**  
*Term 2022—2025*  
*Joint Appointee*

### Personnel Commission Staff

**Dr. Adalberto Fuentes**  
*Director, Classified Human Resources*

**Tanya Ventura**  
*Human Resources Analyst*

**Mireya Rosales**  
*Administrative Assistant*

**Esmeralda Hernandez**  
*Human Resources Technician*

**Erica Mata**  
*Human Resources Technician*

**Victoria Saadati**  
*Human Resources Technician*

**Maribel Zambrano**  
*Human Resources Technician*

## Oxnard School District



### Annual Report of the Personnel Commission

2023-2024

1051 South A St.  
Oxnard, California 93030  
(805) 385-1501

## The Merit System

The classified employees of the Oxnard School District have operated under the Merit System since 1967. The system provides equal opportunity for applicants by requiring competition for positions. The Merit System is a system of rules and procedures similar to civil service. Its fundamental purpose is to ensure that employees are selected, promoted and retained without favoritism or prejudice based on merit and fitness, with the Personnel Commission playing a crucial part in the recruitment, selection and retention of the District's classified staff. The Commissioners usually meet once a month to consider examinations, eligibility lists, reclassifications, salary studies, rule changes, disciplinary appeals, and other areas of importance to all classified employees.

The Personnel Commission's purpose is multifaceted. In accordance with the provisions of the Education Code, the Commission establishes and amends Personnel Commission rules that are binding on the District as a whole; conducts classification studies; recommends equity salary adjustments; conducts all classified recruitment and selection processes; establishes procedures for transfers; interprets rules and regulations; and conducts disciplinary hearings and appeals.

In order to maintain its freedom to act, the Personnel Commission administers its own budget. The Personnel Commission budget for 2023-2024 was \$1,051,651.

### Personnel Commission Regular Meetings

The Commission meets on the second Thursday of each month at 3:30 pm in the ESC.

### Personnel Transactions

|                          |            |
|--------------------------|------------|
| New Hires                | 193        |
| New Substitute/Exempt    | 251        |
| Resignations             | 88         |
| Transfers                | 68         |
| Promotions               | 29         |
| Retirements              | 38         |
| Release from Probations  | 15         |
| Layoffs                  | 6          |
| Voluntary Demotions      | 2          |
| Increase in Hours        | 9          |
| Administrative Transfers | 10         |
| Reinstatement            | 7          |
| <b>Total</b>             | <b>716</b> |

### Position Management

|                       |     |
|-----------------------|-----|
| HRA's Processed       | 597 |
| Transfer Postings     | 507 |
| Established Positions | 50  |
| Abolished Positions   | 8   |

### Recruitment Services

|                                  |         |
|----------------------------------|---------|
| Number of Recruitments           | 177     |
| Hits Received                    | 179,890 |
| Applications Received            | 3,720   |
| Number of Eligibility Lists      | 138     |
| Written Tests                    | 795     |
| Qualification Interviews         | 342     |
| Training & Experience Evaluation | 381     |
| Total Tests Administered         | 1,518   |

### Classification & Compensation

|                         |   |
|-------------------------|---|
| New Classifications     | 5 |
| Revised Classifications | 2 |

### Employees

|                   |              |
|-------------------|--------------|
| Bargaining Unit   | 909          |
| Confidential      | 5            |
| Management        | 23           |
| Substitute/Exempt | 257          |
| <b>Total</b>      | <b>1,194</b> |

## Recruitment Success Story



There is a statewide shortage in special education paraeducators which threatens schools ability to improve outcomes for students with disabilities. Many school districts are relying on contracting agencies to fill positions, which can cost up to three times the amount of one full-time position. The Personnel Commission, in collaboration with the District and CSEA, supported a \$1,000 signing bonus to help with recruitment. The Personnel Commission also conducted a classification and compensation study and increased the hourly rate and revised the minimum qualifications to allow for a larger candidate pool. In January 2024, the Oxnard School District had about 165 vacancies for special education paraeducators. As of September 2024, there are only 10 vacancies left to fill to be fully staffed.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section B: Hearing

### **Public Comment (3 minutes per speaker)/Comentarios del Público (3 minutos por cada ponente)**

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. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

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. Si gusta donar sus tres (3) minutos de comentario, debe estar presente durante la presentación de comentarios.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Consent Agenda

### **Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)**

---

The Board's approval is requested for Sarahi Ramirez and Shelby Fry, Speech-Language Pathologists, to attend the American Speech-Language-Hearing Association's (ASHA) 2024 Annual Convention, December 5-7, 2024 in Seattle, WA. Participants will attend professional development seminars and receive information relative to research relevant to the field of Speech-Language Pathology.

#### **FISCAL IMPACT:**

Not to exceed \$1,500.00 per attendee for registration, travel, meals and lodging, to be paid from OSSA Funds.

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state conference attendance for Sarahi Ramirez and Shelby Fry, Speech-Language Pathologists, to attend the American Speech-Language-Hearing Association's (ASHA) 2024 Annual Convention, December 5-7, 2024 in Seattle, WA, as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [ASHA Conference Information \(1 page\)](#)





## About the ASHA Convention

The annual ASHA Convention is the premier professional development and networking event for speech-language pathologists; audiologists; speech, language, and hearing scientists; assistants; and students. It offers a robust in-person education program with supplemental virtual content.

## Dates and Location

The 2024 ASHA Convention will be held December 5–7, 2024 at the [Seattle Convention Center in Seattle, Washington](#). The Seattle Convention Center is comprised of two buildings and ASHA will be using both:

- The Arch building is at 705 Pike Street.  
The main pedestrian entrance to Arch is on the corner of 7th Avenue and Pike Street, and the Arch drop-off points are 725 Pike (private/rideshare) and 800 Convention Place (bus).
- The Summit building is at 900 Pine Street, just over a block away from Arch.  
The main pedestrian entrance is on the corner of 9th Avenue and Pine Street, and the drop-off location is on 9th Avenue between Pine Street and Olive Way (private/rideshare and bus).

Some activities will also be held at our Co-Leadership hotels:

- Hyatt Regency Seattle, 808 Howell Street
- Sheraton Grand Seattle, 1400 Sixth Avenue

These facilities are not connected, but we will have plenty of guidance on hand to help you get to where you need to go. If you have a mobility challenge, [scooter and wheelchair rentals are available through Scootaround](#) to help you get around at the ASHA Convention.

## News and Announcements

Read about [important updates](#) and [other news](#) about the ASHA Convention.

## Why Attend the ASHA Convention?

The ASHA Convention is the most comprehensive education event in the world for speech, language, and hearing professionals. Our event provides attendees with a once-a-year opportunity to learn about the latest research, expand clinical skills and techniques, find new products and resources, and network with colleagues while earning [continuing education credit](#).

## Get Your Employer's Support

Gain support to attend the ASHA Convention from your employer [with our new toolkit](#).

## Schedule

The [Schedule at a Glance](#) provides an overview of each day's events.

## Program

The ASHA Convention [education program](#) covers [32 topic areas](#) related to the professions and offers thousands of sessions—[oral seminars](#), [technical sessions](#), [technical demos](#), [poster presentations](#) and [short courses](#)—for [ASHA Continuing Education Credit](#) or [professional development hours](#).

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Consent Agenda

### **Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)**

---

It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state conference attendance for Giselle Moreno, Armando De La Mora, and Alexa Ramirez-Haro, School Psychologists, to attend the National Association of School Psychologists (NASP) Convention, February 18-22, 2025, in Seattle, WA, in the amount not to exceed \$1,500.00 per attendee, to be paid from OSSA Funds.

#### **FISCAL IMPACT:**

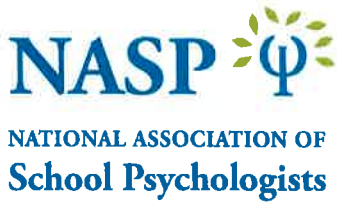
Not to exceed \$1,500.00 for registration, travel, meals and lodging, to be paid from OSSA Funds.

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state conference attendance for Giselle Moreno, Armando De La Mora, and Alexa Ramirez-Haro, School Psychologists, to attend the National Association of School Psychologists (NASP) Convention, February 18-22, 2025, in Seattle, WA, as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Conference Info \(3 pages\)](#)



# NASP Annual Convention



18-22

## Important Dates

o

## Space Request Submission System Opens

Jul 3, 2024

## Space Request Submission System Closes

Sep 4, 2024

## Notification of Accepted Presentations

Sep 11, 2024

## Registration Opens (10:00 a.m. ET)

Oct 1, 2024

## Early Registration Deadline

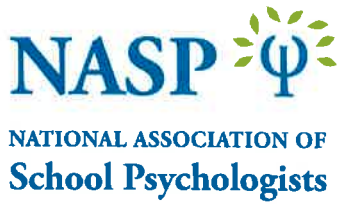
Nov 20, 2024

## Mark Your Calendar for Seattle



Connect with over 5,000 peers and expand your expertise with over 1,200 professional development sessions. The convention will take place from February 18–21, 2025, and be held at the Seattle Convention Center Summit. NASP has secured **discounted rates at two hotels**. Make your reservation by January 22, 2025, to guarantee discounted rates.

Registration will open Tuesday, October 1. Not a NASP member? **Join or renew ahead of time to register for the in-person convention at a discounted price**. Only through November 20, the combined cost of membership and the discounted registration rate will be **LESS THAN** the nonmember registration fee!



# Registration Fees and Deadlines

Registration opens Tuesday, October 1. Scroll to the bottom for the convention registration rates and deadlines.

## Choose Your Convention Experience



### In-Person

- **1,200+ Educational Sessions**
  - Featured Sessions
  - Interest Group Networking Sessions
  - Meetings
  - Mini-Skills Presentations
  - Paper Presentations
  - Poster Presentations
  - Practitioner Conversations
  - Special Events
  - Special Sessions
  - Symposium Presentations
- General Session and Keynote
- Exhibit Hall Access
- Convention Consultations

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Consent Agenda

### **Enrollment Report (DeGenna)**

---

District enrollment as of October 28, 2024 (CALPADS) was 13,007. This is 394 less than the same time last year.

District enrollment as of October 31, 2024 was 13,025. This is 398 less than the same time last year.

### **FISCAL IMPACT:**

N/A

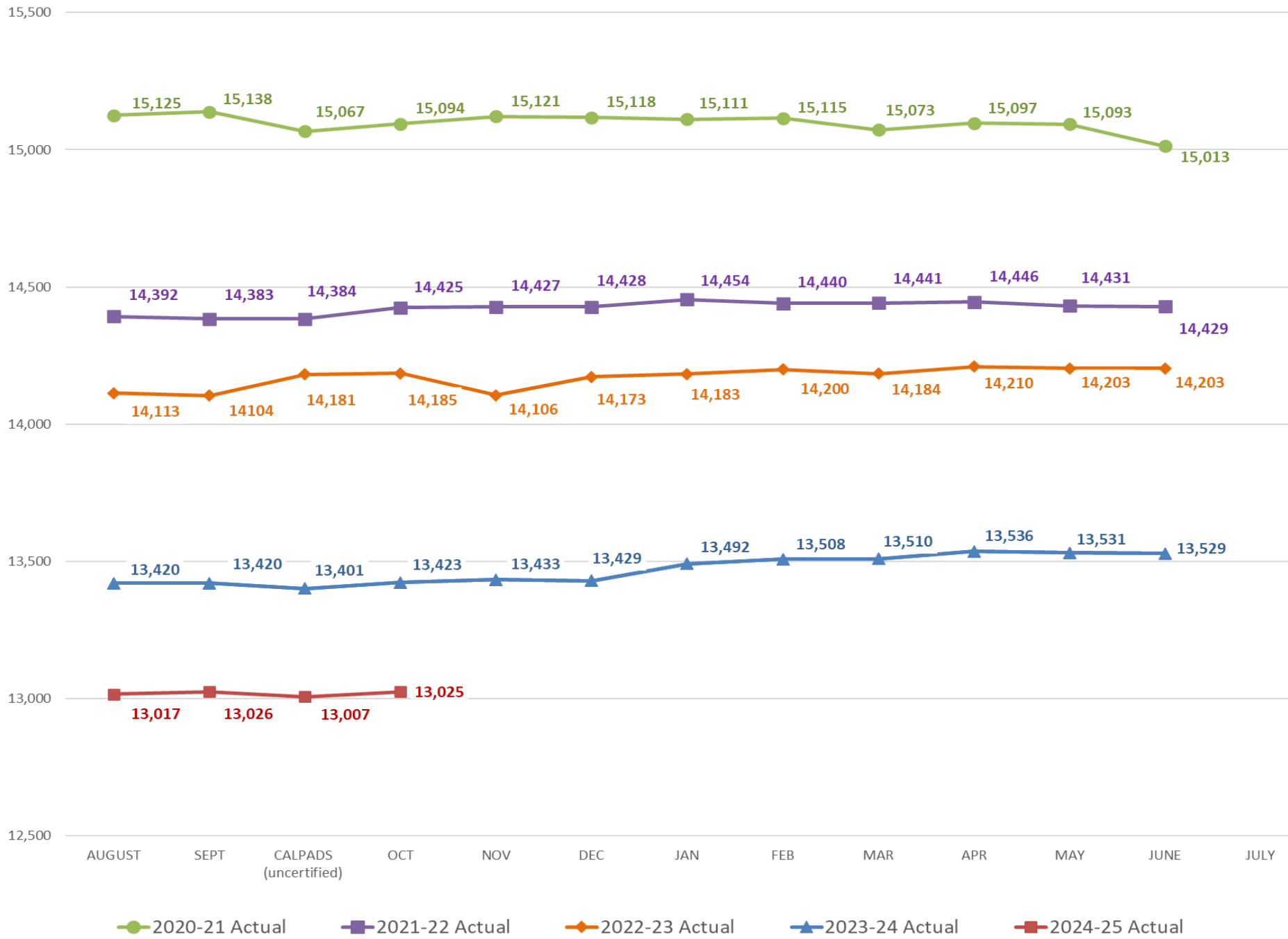
### **RECOMMENDATION:**

Information only.

### **ADDITIONAL MATERIALS:**

**Attached:** [Graph-OSD Enrollment History 2020-21 through 2024-25 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2020-21 through 2024-25 Actuals



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Consent Agenda

### **Ratification of Request for Approval of Out of State Training Attendance (DeGenna)**

---

The Board's approval is requested for Rita Galvan, Director of Transportation Services, for attending the Microbird (Bluebird) training in Drummondville, Quebec, Canada, September 30, 2024 to October 2, 2024. The purpose of the training at the Microbird (Bluebird) manufacturing plant was to gain firsthand insight into how these vehicles are built to provide the safest transportation for our students. For over 25 years, Bluebird has been the preferred make for Oxnard School District, ensuring the safe transport of students during home-to-school routes. The training also emphasized on electric fleets and associated infrastructure to prepare us for the transition to electric buses.

#### **FISCAL IMPACT:**

None. All travel, accommodations, and meal expenses were be covered by Microbird (Bluebird).

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees ratify the out of state training attendance for Rita Galvan, Director of Transportation Services, at the Microbird (Bluebird) plant in Drummondville, Quebec, Canada, September 30, 2024 to October 2, 2024 as outlined above.



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Consent Agenda

### **Request for Ratification of Out of State Conference Attendance (DeGenna)**

---

The Board's ratification is requested for Rita Galvan, Director of Transportation Services, to attend ROUSH CleanTech's Event in Livonia, Michigan, November 19-21, 2024. ROUSH CleanTech specializes in designing, engineering, manufacturing, and installing clean transportation fuel systems, with a focus on propane autogas technology for school buses. Attending this event will enhance our understanding of alternative fuel resources, improve our transportation services for students, and help reduce fuel costs. Studies indicate that propane can be less than half the cost of diesel. Attached is a case study based on Chenango Forks Central School District in Binghamton, New York. This item was originally on the November 6, 2024 Board meeting agenda for the Board's approval; it is now necessary to ratify as that meeting was canceled.

#### **FISCAL IMPACT:**

None. All travel, accommodations, and meal expenses will be covered by ROUSH Clean Tech and A to Z Bus Sales.

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees ratify out of state conference attendance for Rita Galvan, Director of Transportation Services, to attend ROUSH CleanTech Event in Livonia, Michigan, November 19-21, 2024 as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Event Info \(13 pages\)](#)

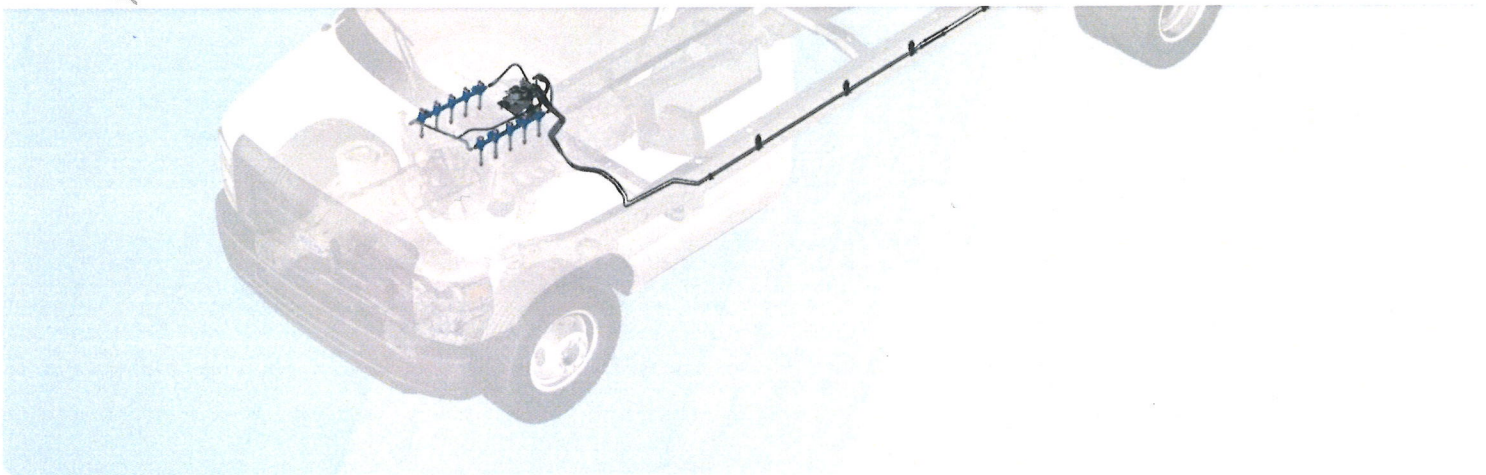


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CASE STUDIES CONTACT

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CASE STUDIES CONTACT



Propane autogas is a safe, domestically produced fuel with a robust infrastructure and economic and environmental benefits. It's the same fuel used to fuel familiar items, like backyard grills and residential water heaters. It's American-made with more than 90% of the nation's supply coming from the United States and an additional 7% from Canada.

## COST-CUTTING ECONOMIC SOLUTION

ROUSH CleanTech propane autogas fuel systems help fleet managers meet their primary goal of maintaining the lowest possible total cost of ownership. Historically, propane autogas costs about 40% less than gasoline and 50% less than diesel per gallon. [Maintenance service](#) and costs are reduced due to the fuel's clean operation. Propane removes the complexity and cost of after-treatment measures since it doesn't require additional fluids or filters; exhaust after-treatment or diesel emissions fluids; particulate trap systems; turbochargers or intercoolers.



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CASE STUDIES CONTACT

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|                          |                          |                          |                     |
|--------------------------|--------------------------|--------------------------|---------------------|
| 100,000                  | 89,000                   | 92,000                   | 325,000             |
| Propane Bus Grant (\$)   | Propane Bus Grant (\$)   | Diesel Bus Grant (\$)    | EV Bus Grant (\$)   |
| 25,000                   | 5,000                    | 5,000                    | 130,000             |
| Propane Fuel Rebate (\$) | Propane Fuel Rebate (\$) | Propane Fuel Rebate (\$) | EV Fuel Rebate (\$) |
| 0.36                     | 0.36                     | 0.36                     | 0.36                |

## CALCULATE YOUR SAVINGS!

### FUNDING OPPORTUNITIES AVAILABLE

Fleets can successfully transition to propane autogas without incentives, but funding further accelerates your savings. Since propane is classified as an alternative fuel by the Department of Energy, there are a number of incentive and funding programs to encourage adoption. These include federal and state grants, alternative fuel tax credits, Diesel Emissions Reduction Act (DERA) Program, Volkswagen’s Environmental Mitigation Trust and the federal Clean School Bus Program. To learn more, visit our funding page [here](#).

### SIGNIFICANT EMISSIONS REDUCTION

Vehicles that run on propane autogas emit fewer greenhouse gases, smog-producing hydrocarbons and particulate emissions than conventional fuels. Propane autogas is naturally much lower in nitrogen oxides than diesel and gasoline. Nitrogen oxide emissions are



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CASE STUDIES CONTACT

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CASE STUDIES CONTACT



|                                       |      |       |
|---------------------------------------|------|-------|
| GHG Carbon Dioxide (CO <sub>2</sub> ) | 612  | <1% ↓ |
| GHG Methane (CH <sub>4</sub> )        | 0.03 | 70% ↓ |
| GHG Nitrous Oxide (N <sub>2</sub> O)  | 0.02 | 80% ↓ |

According to the World LP Gas Association, vehicles fueled by propane autogas emit 96% less nitrogen oxides than diesel and 68% less than gasoline. And, according to a 2019 [West Virginia University study](#) with school buses, diesel emissions are 15 to 19 times higher than with propane.

ROUSH CleanTech propane engines are certified to either 0.05 g/bhp-hr or 0.02 g/bhp-hr, making them [up to 90% cleaner](#) than the EPA's strictest federal emissions standard.

## SAFE TO USE

Propane autogas is an approved clean alternative fuel under the Clean Air Act of 1990. There are more than 260,000 propane vehicles in the United States and over 27 million worldwide, including school buses, taxis, paratransit shuttles, and delivery and construction trucks. Other safety features include:



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CASE STUDIES CONTACT

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CASE STUDIES CONTACT

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## ONLINE SAFETY TRAINING COURSE

### THREE WAYS TO FILL-UP WITH PROPANE

Fueling with propane autogas is easy and takes about the same length of time as fueling with gasoline or diesel. Propane autogas offers multiple options for infrastructure setups that will keep your budget in check. There are three main ways to fuel propane vehicles.

1

**ONSITE PROPANE STATIONS** can easily take care of your fueling needs. Propane providers specialize in helping fleets choose the right fueling option based on your fleet size, routes, budget and facility space. Your local fuel supplier can install low or no-cost propane infrastructure with a fueling contract.



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CASE STUDIES CONTACT



KYRENE ELEMENTARY



ROUSH CLEANTECH





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CASE STUDIES CONTACT

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CASE STUDIES CONTACT



# 3

**PUBLIC STATIONS** can be a solution for fleets with limited space. There are thousands of propane stations across the U.S. To find a station near you, visit the U.S. Energy Department's [Alternative Fuels Data Center](#).



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CASE STUDIES CONTACT



## DEDICATED PROPANE SYSTEM

ROUSH CleanTech vehicles come equipped with the necessary components to operate the vehicle. This includes a liquid propane autogas fuel system that consists of the fuel rail assembly, fuel line assembly, fuel tank assembly and the powertrain control system. These vehicles have the necessary hardened valves and valve seats installed directly from the factory.





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CASE STUDIES CONTACT



## STATE-OF-THE-ART TECHNOLOGY

With modern systems, propane remains in a liquid state until it gets to the cylinder, removing the cold-start issues associated with vapor technology propane systems of the past. ROUSH CleanTech's dedicated propane autogas fuel systems start immediately in weather as cold as negative -40 degrees Fahrenheit. Vehicles equipped with ROUSH CleanTech's propane autogas fuel systems retain equivalent horsepower, torque, towing capacity and warranty coverage as their gas and diesel counterparts. The Class 4-7 commercial vehicles can achieve a range of up to 350 miles and school buses up to 400 miles on a single fueling.

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ROUSH CleanTech was the first ever company to develop a propane engine that brings emission



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CASE STUDIES CONTACT





## Case Study:

### School District's Budget Evaluation Leads to Cost-Reducing Propane School Buses

**District:** Chenango Forks Central School District  
**Industry:** Education  
**Location:** Binghamton, New York  
**Vehicles:** 2014 – 2019 Blue Bird Propane Vision, Type C school buses (17)  
**Fueling:** On-site propane autogas station

#### Challenge

With statewide budget cuts looming, a New York school district combed its school district's budget line by line to find ways to save.

#### By the Numbers

- 57 percent propane fueled fleet
- 17 propane buses
- Saving nearly 35 percent per propane gallon versus diesel

#### Evaluating Budgets

In 2011, Chenango Forks Central School District was faced with school budget cuts made across the state of New York. This spurred the district's Board of Education to take a closer look at the district's budget. They discovered that the annual cost for diesel fuel was alarmingly high, raising concern for a school district with three schools and 30 buses.

“With Chenango Forks Central School District's budget being cut, it was time to thoroughly review our district's costs line-by-line once again,” said Spyros Dimatos, school board president. “We couldn't believe how high the annual budget line item was for diesel fuel. We needed a solution to reduce this cost. With research, we found relief with propane school buses.”

#### Saving on Fuel

Chenango Forks Central School District began its adoption of propane school buses in 2012. Their first few propane buses were purchased with a rebate from the New York State Energy Research and Development Authority, and the state registered with the IRS to obtain alternative fuel tax credits. For the next six years, the school district purchased propane buses to replace diesel models. Its fleet now includes 17 Blue Bird Vision Propane school buses equipped with Ford engines and ROUSH CleanTech liquid propane fuel systems.

Chenango Forks Central School District's savings come in the form of fuel costs. On average, propane autogas costs up to 50 percent less than diesel. In October 2018, the district paid \$1.46 per gallon of propane compared with \$2.16 for diesel. In addition, the district capitalizes on federal tax credits.

With propane autogas, no exhaust after-treatment or diesel emissions fluids are required like with diesel to meet today's strict emissions regulations. Propane vehicles also don't need particulate trap systems, turbochargers and intercoolers. Plus, propane uses less engine oil. For example, an oil change for a Blue Bird Vision Propane school bus uses 7 quarts compared with over 17 quarts for a typical diesel engine. However, since an independent contractor maintains the buses, the district doesn't realize these savings.

### **Driving Performance and Feedback**

Chenango Forks Central School District is located in a river valley and most of its buses have at least two routes with hills. "It's imperative that our school buses maintain their power on hills. We weren't willing to compromise performance. We've found that our propane buses have more power than diesel buses, giving our drivers confidence," said Lloyd L. Peck, Ed.D., superintendent of schools. "In addition to the bus's power, the drivers value the lower noise level, their quick start and warm up time in cold weather, and the fact that there are no unpleasant fumes."

Propane buses have quieter engines. Vehicles fueled by propane autogas reduce noise levels by about 50 percent when compared to diesel, allowing drivers to focus more on the road ahead.

Due to the chemical properties of propane autogas, the propane buses warm up quicker and have had no cold start issues. These buses can start up in temperatures as low as -40 degrees Fahrenheit. "In January 2018, the diesel fuel in our last few diesel buses gelled," said Bernie McDermott, transportation director. "But we were able to get our students to school without concern as we had propane buses that started right up."

The district's drivers received training from ROUSH CleanTech on how to operate the propane buses. The district also provides a propane autogas manual to all drivers, holds safety meetings as needed, and has existing drivers help train new drivers.

The drivers have expressed other differences, too. There is a short waiting time for the engine to start — typically 7 to 15 seconds, but may be up to 45 seconds depending on conditions such as engine off time. With liquid propane, once the ignition key is used, the liquid propane autogas system runs a fuel flush process, which takes longer than starting a conventionally fueled vehicle. And when the drivers fuel the propane buses, it is a different hookup that takes a bit longer.

### **Fueling with Propane**

Propane autogas is part of a close-looped fueling system, meaning the propane is never exposed to air and won't spill during refill the way that gasoline and diesel can. However, fueling was the biggest challenge that the district had to overcome. "Until recently, there were no public propane fueling stations in our area," said McDermott. "The one that now exists is still too far away to be useful as it takes 4 gallons of propane to travel to and from the station."

Chenango Forks Central School District initially installed a 1,000-gallon tank located onsite at its bus garage next to existing pump stations. The fueling was slow. After a couple years they switched to a provider that was more knowledgeable about fueling propane buses. They replaced the tank and made other changes that increased refill time to 12 gallons per minute.

Recently the district added another 1,000-gallon tank to their station. They also are transitioning to the quick connect nozzle (often referred to as a Staubli) to make fueling simpler and quicker.

Knowing the hurdles of fueling with propane, the district allows a neighboring district with one propane bus to use its facility. Now when they discuss propane buses with other school districts, both Peck and Dimatos suggest propane station infrastructure be a part of the research and planning from the beginning. ROUSH CleanTech has helped hundreds of its customers find and partner with local fuel suppliers.

The school district has been pleased with its cost-cutting propane school buses. "For Chenango Forks Central School District, our propane school buses have been all wins," said Dimatos.

###

*About Blue Bird Corporation:* Blue Bird (Nasdaq: BLBD) is the leading independent designer and manufacturer of school buses, with more than 550,000 buses sold since its formation in 1927 and approximately 180,000 buses in operation today. Blue Bird's longevity and reputation in the school bus industry have made it an iconic American brand. Blue Bird distinguishes itself from its principal competitors by its singular focus on the design, engineering, manufacture and sale of school buses and related parts. As the only manufacturer of chassis and body production specifically designed for school bus applications, Blue Bird is recognized as an industry leader for school bus innovation, safety, product quality/reliability/durability, operating costs and drivability. In addition, Blue Bird is the market leader in alternative fuel applications with its propane-powered, electric-powered and compressed natural gas-powered school buses. Blue Bird manufactures school buses at two facilities in Fort Valley, Georgia. Its Micro Bird joint venture operates a manufacturing facility in Drummondville, Quebec, Canada. Service and after-

market parts are distributed from Blue Bird's parts distribution center located in Delaware, Ohio. For more information on Blue Bird's complete line of buses, visit [www.blue-bird.com](http://www.blue-bird.com).

*About ROUSH CleanTech:* ROUSH CleanTech, an industry leader of alternative fuel vehicle technology, is a division of Roush Enterprises based in Livonia, Michigan. ROUSH CleanTech designs, engineers, manufactures and installs propane autogas and electric fuel system technology for medium-duty Ford commercial vehicles and school buses, and compressed natural gas fuel systems for school buses. As a Ford QVM-certified alternative fuel vehicle manufacturer, ROUSH CleanTech delivers economical, clean and domestically produced fueling options for fleets across North America. Learn more at [ROUSHcleantech.com](http://ROUSHcleantech.com) or by calling 800.59.ROUSH.

*(Case study completed in 2019)*

**ROUSH CleanTech:**

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[Justyne.Lobello@blue-bird.com](mailto:Justyne.Lobello@blue-bird.com)

478.822.2763

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Facilities Agreement

### **Ratification of Change Orders #1 - #5 to Agreement #23-229 – Eberhard – Roofing Project at Sierra Linda School (DeGenna/Miller)**

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On March 6, 2024, the Board of Trustees approved the Award of Formal Bid #23-03 and Agreement #23-229 for the Roofing Project at Sierra Linda School. The original agreement was to replace the Roof at Sierra Linda School.

Change Order #1 - \$9,540.15 - for framework for Bldg. 300

Change Order #2 - \$10,944.44 - to demo 2 screen walls at Bldg. 201-202

Change Order #3 - \$83,157.71 - to demo existing metal roof and gutter

Change Order #4R1 - \$25,600.43 - for overtime for unforeseen conditions

Change Order #5 - \$28,603.98 - for wood replacement

#### **FISCAL IMPACT:**

\$157,846.71 – Deferred Maintenance Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Superintendent that the Board of Trustees ratify Change Order #1 - #5 to Agreement #23-229 with Eberhard.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Change Order #1 - Framework for bldg. 300 \(6 pages\)](#)

[Change Order #2 - Demo 2 screen walls at bldg. 201-202\(6 Pages\)](#)

[Change Order #3 - Demo existing metal roof and gutter \(6 Pages\)](#)

[Change Order #4R1 - Overtime for unforeseen conditions \(3 Pages\)](#)

[Change Order #5 - Wood Replacement \(9 pages\)](#)

[Agreement #23-229, Eberhard \(15 Pages\)](#)



# CHANGE ORDER

Date: 11/20/2024

CHANGE ORDER NO. 1

PROJECT: Roofing Project – SIERRA LINDA SCHOOL  
O.S.D. BID No. 23-03  
O.S.D. Agreement No. 23-229

OWNER: Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030

ARCHITECT:

CONTRACTOR: Eberhard A Tecta America Company LLC

Attn:

Architects Proj. No.:  
D.S.A. File No.:  
D.S.A. App. No.:

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....\$1,489,000.00

NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....\$ 0

ADJUSTED CONTRACT SUM.....\$1,489,000.00

NET CHANGE - .....\$ 9,540.15

Total Change Orders to Date: .....\$ 9,540.15

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.<sup>1</sup>.....\$1,498,540.15

Commencement Date: ..... 6/23/2024

Original Completion Date: ..... 8/07/2024

Original Contract Time: ..... 45

Time Extension for all Previous Change Orders: ..... 0

Time Extension for this Change Order: ..... 5 days

Adjusted Completion Date: ..... 8/12/2024

Percentage .....



| Item | Description                      | Unforeseen Condition (UFO) | Additional Scope (AS) | Design Clarification (DC) | Code Requirement |
|------|----------------------------------|----------------------------|-----------------------|---------------------------|------------------|
| 1.   | Infill Deck Openings at Bldg 300 |                            | 9,540.15              |                           |                  |
| 2.   |                                  |                            |                       |                           |                  |
| 3.   |                                  |                            |                       |                           |                  |
| 4.   |                                  |                            |                       |                           |                  |
| 5.   |                                  |                            |                       |                           |                  |
| 6.   |                                  |                            |                       |                           |                  |
|      | <b>Totals</b>                    |                            | 9,540.15              |                           |                  |

Total Change Order No. 1 ..... \$ 9,540.15

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

FACILITIES DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL

DATE: \_\_\_\_\_

## Change Order Request

DATE: 7/10/24

REQUESTED BY: Eberhard A Tecta America Company LLC  
15220 Raymer St.  
Van Nuys, Ca. 91405

CHANGE ORDER REQUEST NUMBER: #1  
 JOB NUMBER: 23-229

PROJECT NAME: Roofing Project-Sierra Lkinda School 23-03

**Scope of Work:**

Per RFI#3 Frame, Plywood and roof deck oppening at bldg 300.

**LABOR:**

| REF NUM | LABOR CLASS    | HOURS |      |      |       | HOURLY RATE | LABOR COST  |
|---------|----------------|-------|------|------|-------|-------------|-------------|
|         |                | x1.0  | x1.5 | x2.0 | DIFF. |             |             |
| 1       | Roofer framing | 40    |      |      |       | \$ 79.10    | \$ 3,164.00 |
| 2       | Roofer plywood | 16    |      |      |       | \$ 79.10    | \$ 1,265.60 |
| 3       | Roofer roofing | 24    |      |      |       | \$ 79.10    | \$ 1,898.40 |
| 4       |                |       |      |      |       | \$ 85.80    | \$ -        |
| 5       |                |       |      |      |       | \$ 85.80    | \$ -        |
| 6       |                |       |      |      |       | \$ 85.80    | \$ -        |
| 7       |                |       |      |      |       | \$ 94.61    | \$ -        |

**MATERIALS:**

| REF | MATERIAL DESCRIPTION | QTY | UNITS   | UNIT CT   | MATERIAL COST |
|-----|----------------------|-----|---------|-----------|---------------|
| 1   | 2X8 for framing      | 88  | LF      | \$ 1.97   | \$ 173.36     |
| 2   | Brackets             | 32  | each    | \$ 2.79   | \$ 89.28      |
| 3   | Plywood              | 4   | sheets  | \$ 4.00   | \$ 75.00      |
| 4   | Screws for Framing   | 1   | Box     | \$ 47.80  | \$ 47.80      |
| 5   | Screws for Plywood   | 1   | Box     | \$ 47.80  | \$ 47.80      |
| 6   | Nails                | 1   | Box     | \$ 1.00   | \$ 39.98      |
| 7   | Composite HT         | 1   | RI      | \$ 236.18 | \$ 236.18     |
| 8   | Glass Ply            | 1   | RI      | \$ 125.21 | \$ 125.21     |
| 9   | Burmastic adhesive   | 2   | 5g pail | \$ 193.40 | \$ 386.80     |
| 9   | misc consumables     | 1   | each    | \$ 150.00 | \$ 150.00     |
| 10  |                      |     |         |           | \$ -          |
| 10  |                      |     |         |           | \$ -          |
| 10  |                      |     |         |           | \$ -          |
| 11  |                      |     |         |           | \$ -          |

**TOTAL LABOR:** \$ 6,328.00 Line 1

**SUB-TOTAL MATERIAL:** \$ 1,371.41 Line 2

9.75% **SALES TAX:** \$ 133.71 Line 3

**TOTAL MATERIALS** \$ 1,505.12 Line 4

**OTHER COSTS:**

| REF | DESCRIPTION | QTY | 1   | UNIT CT   | OTHER COST |
|-----|-------------|-----|-----|-----------|------------|
| 1   | Fork lift   | 2   | Day | \$ 150.00 | \$ 300.00  |
| 2   |             |     |     |           | \$ -       |
| 3   |             | 0   |     | \$ -      | \$ -       |
| 4   |             | 0   |     | \$ -      | \$ -       |

**TOTAL OTHER COSTS:** \$ 300.00 Line 5

**SUBCONTRACTS:**

| REF | SUBCONTRACTOR NAME / DESCRIPTION | SUBCONTRACT COST |
|-----|----------------------------------|------------------|
| 1   |                                  | \$ -             |
| 2   |                                  | \$ -             |
| 3   |                                  | \$ -             |
| 4   |                                  | \$ -             |

**SUBCONTRACT COSTS:** \$ - Line 6

**SUBTOTAL:** \$ 8,133.12 Line 7

**15% MARK UP:** \$ 1,219.97 Line 8

**SUBTOTAL:** \$ 9,353.09 Line 9

**2% Bond and GL:** \$ 187.06 Line 9

**GRAND TOTAL:** \$ 9,540.15 Line 11

SUBMITTED BY:

**TOTAL CHANGE REQUESTED BY SUBCONTRACTOR:** \$ 9,540.15

Hector Amparo



# REQUEST FOR INFORMATION

**Project:** Roofing Project – SIERRA LINDA SCHOOL

**RFI No.:** 03

**Contractor:** **Company Name** Eberhard a Tecta America Company LLC  
**Address** 15220 Raymer St.  
**Address** Van Nuys, CA. 91405

**BID NO.:** 23-03

**Owner:** Oxnard School District  
1055 South C Street  
Oxnard, CA. 93030

**Architect:**

**Drawing No.:** \_\_\_\_\_ **Specification Section:** 075113.13 **CONTRACT No.:** 23-229

|   |  |
|---|--|
| <b>The information is requested for the following reason:</b>   |  |
| <input type="checkbox"/> Direction not given in Contract Documents  | <input type="checkbox"/> Specifications Reference  |
| <input type="checkbox"/> Interpretation of Contract Documents   | <input type="checkbox"/> Shop Drawings Reference   |
| <input type="checkbox"/> Conflict in Contract / Contract Drawings   | <input checked="" type="checkbox"/> Other  |
| <b>INFORMATION REQUESTED:</b>   |  |
| There are 4 deck openings on the roof of bldg. 300, are we to frame the openings, plywood and roof over them? or leave as they are? |  |
|   |  |
|   |  |
| <b>POSSIBLE COST IMPACT:</b> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                    | <b>POSSIBLE TIME IMPACT:</b> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| <b>REPLY:</b>   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
| <b>POSSIBLE COST IMPACT:</b> YES <input type="checkbox"/> NO <input type="checkbox"/>   | <b>POSSIBLE TIME IMPACT:</b> YES <input type="checkbox"/> NO <input type="checkbox"/>            |

**Attachments:** Bldg 300 Aerial View.

**Response:**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**FIELD CLARIFICATION**

---

TO CONTRACTOR: \_\_\_\_\_ FC No.: \_\_\_\_\_  
FROM: \_\_\_\_\_ Date: \_\_\_\_\_  
SCHOOL: \_\_\_\_\_ Project No.: \_\_\_\_\_  
PROJECT: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
SUBJECT: \_\_\_\_\_

---

Reference: Drawings: \_\_\_\_\_ Specifications: \_\_\_\_\_

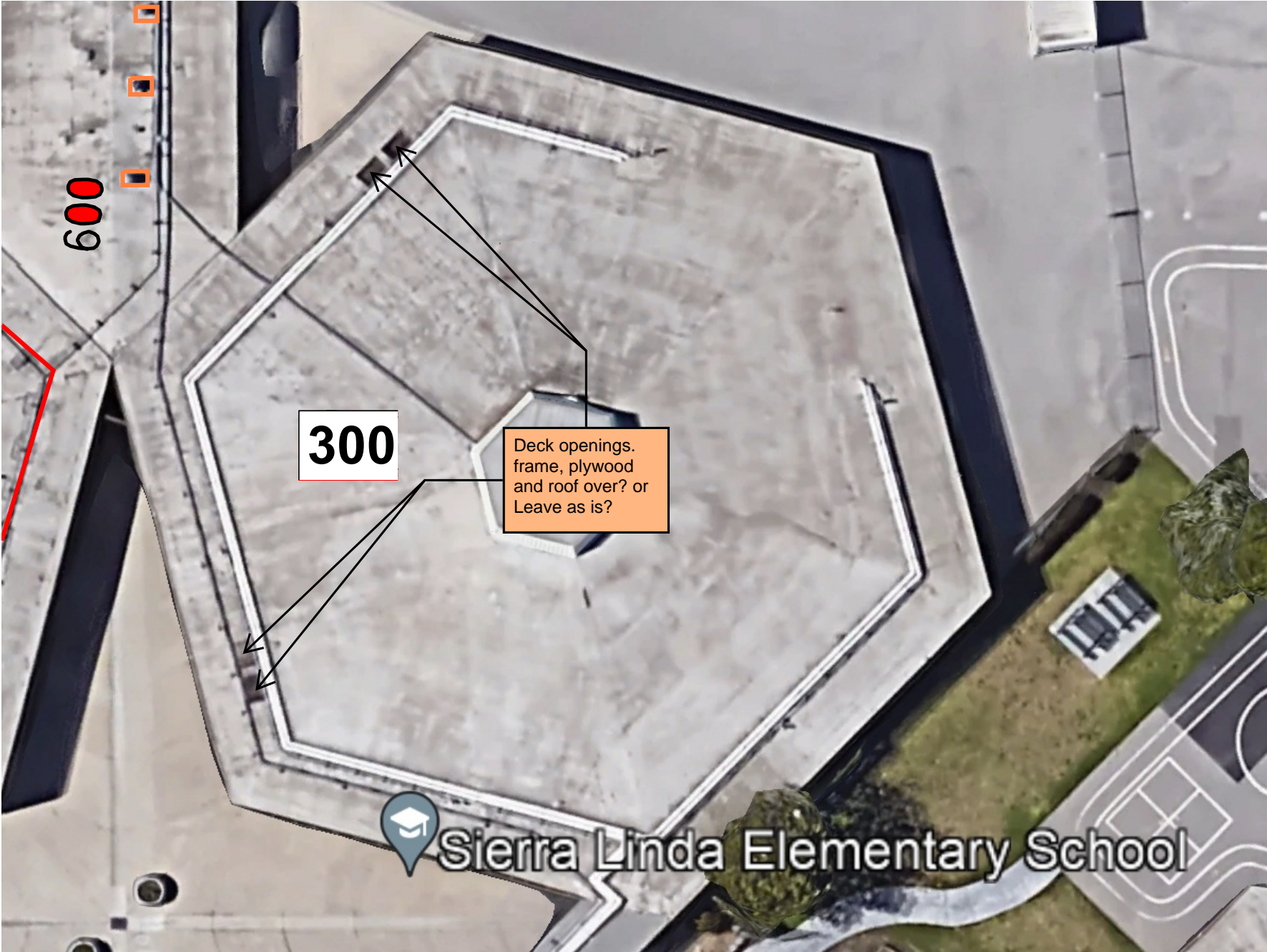
The following is issued as a clarification of the Contract Documents without any additional cost and/or time impact to the Contract:

List of Attachments: \_\_\_\_\_  
\_\_\_\_\_

Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

*This document provides information or clarification only and does not constitute authorization or direction to proceed with additional work. If, in the opinion of the Contractor, the clarification has impact to the Contract amount and/or time, the Contractor must advise \_\_\_\_\_ in writing within five (5) days of receipt that the clarification constitutes issuance of a change order. The Contractor's notice shall be accompanied and appropriately supported with justification, reasoning and references where the contract requirements have been exceeded due to the clarification. Otherwise, this Field Clarification will stand as clarifications to the Contract Documents without any additional costs and/or time impact to the District.*

Bdlg 300 deck openings





# CHANGE ORDER

Date: 11/20/2024

CHANGE ORDER NO. 2

PROJECT: Roofing Project – SIERRA LINDA SCHOOL  
O.S.D. BID No. 23-03  
O.S.D. Agreement No. 23-229

OWNER: Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030

ARCHITECT:

CONTRACTOR: Eberhard A Tecta America Company LLC

Attn:

Architects Proj. No.:  
D.S.A. File No.:  
D.S.A. App. No.:

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....\$1,489,000.00

NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....\$ 9,540.15

ADJUSTED CONTRACT SUM.....\$1,498,540.15

NET CHANGE - .....\$ 10,944.44

Total Change Orders to Date: .....\$ 20,484.59

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.<sup>2</sup>.....\$1,509,484.59

Commencement Date: ..... 6/23/2024

Original Completion Date: ..... 8/07/2024

Original Contract Time: ..... 45

Time Extension for all Previous Change Orders: ..... 5 days

Time Extension for this Change Order: ..... 8 days

Adjusted Completion Date: ..... 8/20/2024

Percentage .....

| Item | Description                       | Unforeseen Condition (UFO) | Additional Scope (AS) | Design Clarification (DC) | Code Requirement |
|------|-----------------------------------|----------------------------|-----------------------|---------------------------|------------------|
| 1.   | Demo Wood Screens at bldg 201/202 |                            | \$ 10,944.44          |                           |                  |
| 2.   |                                   |                            |                       |                           |                  |
| 3.   |                                   |                            |                       |                           |                  |
| 4.   |                                   |                            |                       |                           |                  |
| 5.   |                                   |                            |                       |                           |                  |
| 6.   |                                   |                            |                       |                           |                  |
|      | <b>Totals</b>                     |                            | \$ 10,944.44          |                           |                  |

Total Change Order No. 2 ..... \$ 10,944.44

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

FACILITIES DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL

DATE: \_\_\_\_\_

## Change Order Request

DATE: 7/11/24

REQUESTED BY: Eberhard A Tecta America Company LLC  
15220 Raymer St.  
Van Nuys, Ca. 91405

CHANGE ORDER REQUEST NUMBER: #2  
 JOB NUMBER: 23-229

PROJECT NAME: Roofing Project-Sierra Linda School 23-03

**Scope of Work:**

Per RFI#2 Demo 2 Screen walls down to roof Deck at bldg 201/202.

**LABOR:**

| REF NUM | LABOR CLASS | HOURS |      |      |       | HOURLY RATE | LABOR COST  |
|---------|-------------|-------|------|------|-------|-------------|-------------|
|         |             | x1.0  | x1.5 | x2.0 | DIFF. |             |             |
| 1       | Roofer Demo | 88    |      |      |       | \$ 79.10    | \$ 6,960.80 |
| 2       |             |       |      |      |       | \$ 79.10    | \$ -        |
| 3       |             |       |      |      |       | \$ 79.10    | \$ -        |
| 4       |             |       |      |      |       | \$ 85.80    | \$ -        |
| 5       |             |       |      |      |       | \$ 85.80    | \$ -        |
| 6       |             |       |      |      |       | \$ 85.80    | \$ -        |
| 7       |             |       |      |      |       | \$ 94.61    | \$ -        |

**MATERIALS:** **TOTAL LABOR:** \$ 6,960.80 Line 1

| REF | MATERIAL DESCRIPTION | QTY | UNITS | UNIT CT   | MATERIAL COST |
|-----|----------------------|-----|-------|-----------|---------------|
| 1   | Misc Disposables     | 1   | each  | \$ 200.00 | \$ 200.00     |
| 2   |                      | 0   | 0     | \$ -      | \$ -          |
| 3   |                      | 0   | 0     | \$ -      | \$ -          |
| 4   |                      | 0   | 0     | \$ -      | \$ -          |
| 5   |                      | 0   | 0     | \$ -      | \$ -          |
| 6   |                      | 0   | 0     | \$ -      | \$ -          |
| 7   |                      | 0   | 0     | \$ -      | \$ -          |
| 8   |                      | 0   | 0     | \$ -      | \$ -          |
| 9   |                      | 0   | 0     | \$ -      | \$ -          |
| 9   |                      | 0   | 0     | \$ -      | \$ -          |
| 10  |                      | 0   | 0     | \$ -      | \$ -          |
| 10  |                      | 0   | 0     | \$ -      | \$ -          |
| 10  |                      | 0   | 0     | \$ -      | \$ -          |
| 11  |                      | 0   | 0     | \$ -      | \$ -          |

**SUB-TOTAL MATERIAL:** \$ 200.00 Line 2

9.75% **SALES TAX:** \$ 19.50 Line 3

**TOTAL MATERIALS** \$ 219.50 Line 4

**OTHER COSTS:**

| REF | DESCRIPTION | QTY | 1    | UNIT CT     | OTHER COST  |
|-----|-------------|-----|------|-------------|-------------|
| 1   | Fork lift   | 1   | Day  | \$ 150.00   | \$ 150.00   |
| 2   | Dumpsters   | 2   | each | \$ 1,000.00 | \$ 2,000.00 |
| 3   |             | 0   |      | \$ -        | \$ -        |
| 4   |             | 0   |      | \$ -        | \$ -        |

**TOTAL OTHER COSTS:** \$ 2,150.00 Line 5

**SUBCONTRACTS:**

| REF | SUBCONTRACTOR NAME / DESCRIPTION | SUBCONTRACT COST |
|-----|----------------------------------|------------------|
| 1   |                                  | \$ -             |
| 2   |                                  | \$ -             |
| 3   |                                  | \$ -             |
| 4   |                                  | \$ -             |

**SUBCONTRACT COSTS:** \$ - Line 6

**SUBTOTAL:** \$ 9,330.30 Line 7

**15% MARK UP:** \$ 1,399.55 Line 8

**SUBTOTAL:** \$ 10,729.85 Line 9

**2% Bond and GL:** \$ 214.60 Line 9

**GRAND TOTAL:** \$ 10,944.44 Line 11

SUBMITTED BY:

**TOTAL CHANGE REQUESTED BY SUBCONTRACTOR:** \$ 10,944.44

Hector Amparo





# REQUEST FOR INFORMATION

**Project:** Roofing Project – SIERRA LINDA SCHOOL

**RFI No.:** 02

**Contractor:** **Company Name** Eberhard a Tecta America Company LLC  
**Address** 15220 Raymer St.  
**Address** Van Nuys, CA. 91405

**BID NO.:** 23-03

**Owner:** Oxnard School District  
1055 South C Street  
Oxnard, CA. 93030

**Architect:**

**Drawing No.:** \_\_\_\_\_

**Specification Section:** 075113.13

**CONTRACT No.:** 23-229

|  |  |
|--|--|
| <b>The information is requested for the following reason:</b>  |  |
| <input checked="" type="checkbox"/> Direction not given in Contract Documents  | <input type="checkbox"/> Specifications Reference  |
| <input type="checkbox"/> Interpretation of Contract Documents  | <input type="checkbox"/> Shop Drawings Reference   |
| <input type="checkbox"/> Conflict in Contract / Contract Drawings  | <input checked="" type="checkbox"/> Other  |
| <b>INFORMATION REQUESTED:</b>  |  |
| The existing Equipment wood screens on bldg 201/202 are deteriorated and not in the scope to install new metal panels. Are we to demo the wood screens down to the roof deck? This will eliminate the screens or are we roof them and add metal Panels ? |  |
|  |  |
| <b>POSSIBLE COST IMPACT:</b> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>   | <b>POSSIBLE TIME IMPACT:</b> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| <b>REPLY:</b>  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| <b>POSSIBLE COST IMPACT:</b> YES <input type="checkbox"/> NO <input type="checkbox"/>  | <b>POSSIBLE TIME IMPACT:</b> YES <input type="checkbox"/> NO <input type="checkbox"/>            |

**Attachments:** Aerial view of Bldg 201/202 Screens

**Response:**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**FIELD CLARIFICATION**

---

TO CONTRACTOR: \_\_\_\_\_ FC No.: \_\_\_\_\_  
FROM: \_\_\_\_\_ Date: \_\_\_\_\_  
SCHOOL: \_\_\_\_\_ Project No.: \_\_\_\_\_  
PROJECT: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
SUBJECT: \_\_\_\_\_

---

Reference: Drawings: \_\_\_\_\_ Specifications: \_\_\_\_\_

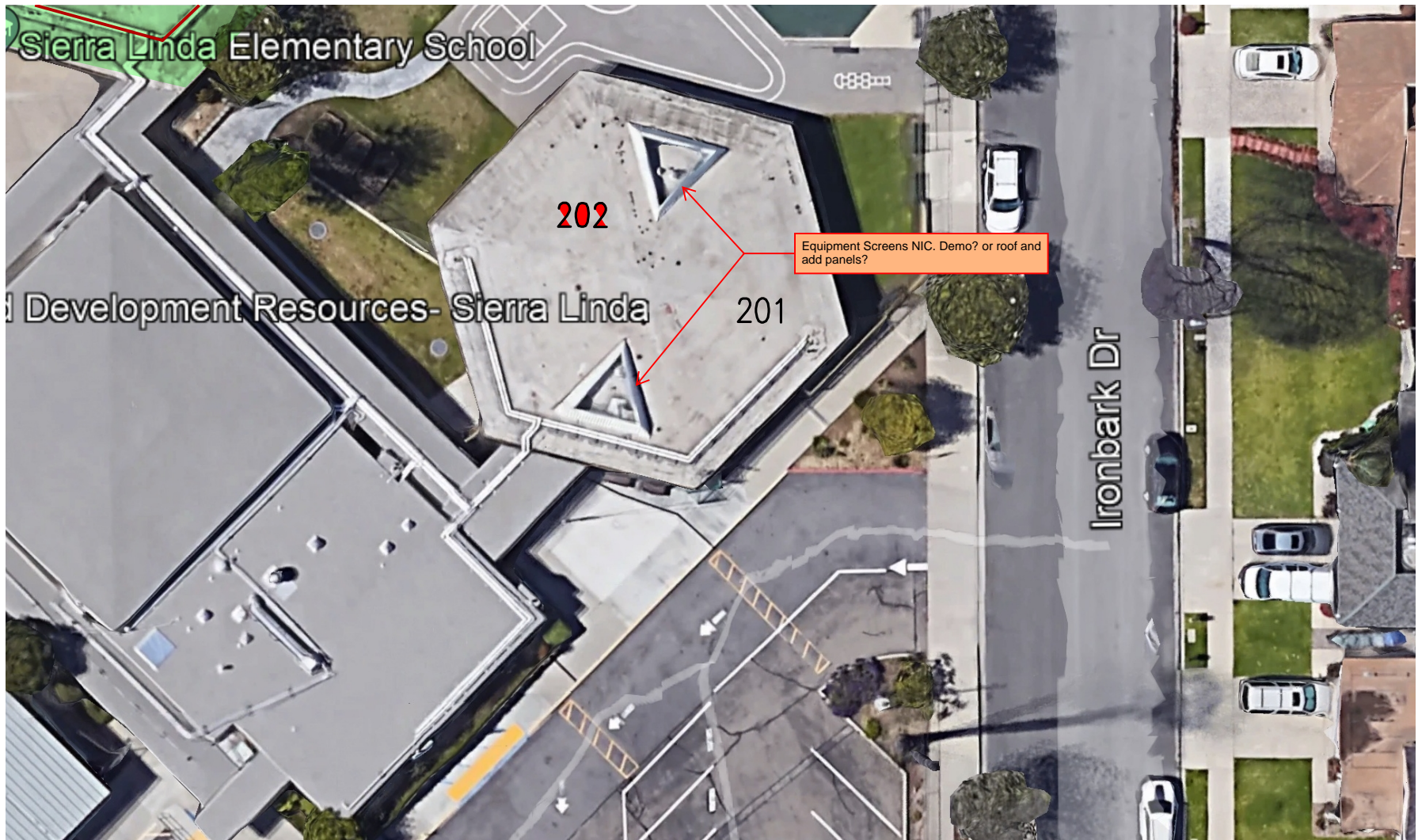
The following is issued as a clarification of the Contract Documents without any additional cost and/or time impact to the Contract:

List of Attachments: \_\_\_\_\_  
\_\_\_\_\_

Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

*This document provides information or clarification only and does not constitute authorization or direction to proceed with additional work. If, in the opinion of the Contractor, the clarification has impact to the Contract amount and/or time, the Contractor must advise \_\_\_\_\_ in writing within five (5) days of receipt that the clarification constitutes issuance of a change order. The Contractor's notice shall be accompanied and appropriately supported with justification, reasoning and references where the contract requirements have been exceeded due to the clarification. Otherwise, this Field Clarification will stand as clarifications to the Contract Documents without any additional costs and/or time impact to the District.*

# Bdlg 2021/202 Equipment Screens





# CHANGE ORDER

Date: 11/20/2024

CHANGE ORDER NO. 3

PROJECT: Roofing Project – SIERRA LINDA SCHOOL  
O.S.D. BID No. 23-03  
O.S.D. Agreement No. 23-229

OWNER: Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030

ARCHITECT:

CONTRACTOR: Eberhard A Tecta America Company LLC

Attn:

Architects Proj. No.:  
D.S.A. File No.:  
D.S.A. App. No.:

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....\$1,489,000.00

NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....\$ 20,484.59

ADJUSTED CONTRACT SUM.....\$1,509,484.59

**NET CHANGE - 3 .....\$ 83,157,71**

Total Change Orders to Date: .....\$ 103,642.30

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.<sup>3</sup>.....\$1,592,642.30

Commencement Date: ..... 6/23/2024

Original Completion Date: ..... 8/07/2024

Original Contract Time: ..... 45

Time Extension for all Previous Change Orders: ..... 13 days

Time Extension for this Change Order: ..... 30 days

Adjusted Completion Date: ..... 9/19/2024

Percentage .....

| Item | Description       | Unforeseen Condition (UFO) | Additional Scope (AS) | Design Clarification (DC) | Code Requirement |
|------|-------------------|----------------------------|-----------------------|---------------------------|------------------|
| 1.   | Roof Bldg 901/902 |                            | 83,157,71             |                           |                  |
| 2.   |                   |                            |                       |                           |                  |
| 3.   |                   |                            |                       |                           |                  |
| 4.   |                   |                            |                       |                           |                  |
| 5.   |                   |                            |                       |                           |                  |
| 6.   |                   |                            |                       |                           |                  |
|      | <b>Totals</b>     |                            | 83,157,71             |                           |                  |

Total Change Order No. 3 ..... \$ 83,157,71

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

FACILITIES DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL

DATE: \_\_\_\_\_

## Change Order Request

DATE: 7/16/24

REQUESTED BY: Eberhard A Tecta America Company LLC  
15220 Raymer St.  
Van Nuys, Ca. 91405

CHANGE ORDER REQUEST NUMBER: #3  
 JOB NUMBER: 23-229

PROJECT NAME: Roofing Project-Sierra Linda School 23-03

**Scope of Work:**

Per RFI#4 Demo existing Metal roof and gutter, Demo Backside overhang. Rebuild overhang with lumber and plywood, Install R-10 insulation, 1/4" Densdeck, Kee membrane 45 mil Mechanically fastened system, Clad edegemetal, Gutter and down spouts. We exclude structural calculations, design.

**LABOR:**

| REF NUM | LABOR CLASS      | HOURS |      |      |       | HOURLY RATE | LABOR COST   |     |
|---------|------------------|-------|------|------|-------|-------------|--------------|-----|
|         |                  | x1.0  | x1.5 | x2.0 | DIFF. |             |              |     |
| 1       | Demo             | 64    |      |      |       | \$ 79.10    | \$ 5,062.40  | 130 |
| 2       | Carpentry        | 104   |      |      |       | \$ 79.10    | \$ 8,226.40  | 145 |
| 3       | Sheet Metal      | 48    |      |      |       | \$ 79.10    | \$ 3,796.80  | 120 |
| 4       | Shop Fabrication | 32    |      |      |       | \$ 79.10    | \$ 2,531.20  | 121 |
| 5       | Roofing          | 182   |      |      |       | \$ 79.10    | \$ 14,396.20 | 110 |
| 6       |                  |       |      |      |       | \$ -        | \$ -         |     |
| 7       |                  |       |      |      |       | \$ -        | \$ -         |     |

**MATERIALS:**

| REF | MATERIAL DESCRIPTION                  | QTY | UNITS  | UNIT CT     | MATERIAL COST |   |
|-----|---------------------------------------|-----|--------|-------------|---------------|---|
|     |                                       |     |        |             |               | <b>TOTAL LABOR: \$ 34,013.00</b> Line 1 |
| 1   | 2x12 Lumber                           | 336 | LF     | \$ 1.97     | \$ 661.92     | 260 \$ 2,686.56                         |
| 2   | Plywood                               | 12  | each   | \$ 75.00    | \$ 900.00     | 260                                     |
| 3   | Brackets                              | 61  | each   | \$ 2.79     | \$ 170.19     | 299 \$ 170.19                           |
| 4   | Deck screws                           | 2   | boxes  | \$ 47.48    | \$ 94.96      | 240 \$ 591.45                           |
| 5   | Framing screws                        | 2   | boxes  | \$ 47.48    | \$ 94.96      | 240                                     |
| 6   | Nails                                 | 1   | boxes  | \$ 39.98    | \$ 39.98      | 240                                     |
| 7   | 2x6 Lumber                            | 568 | LF     | \$ 1.98     | \$ 1,124.64   | 260                                     |
| 8   | 1/4" Densdeck                         | 44  | sheet  | \$ 25.60    | \$ 1,126.40   | 230 \$ 3,097.60                         |
| 9   | Poly-Iso Insulation                   | 44  | sheet  | \$ 44.80    | \$ 1,971.20   | 230                                     |
| 10  | Insulation Fasteners                  | 1   | boxes  | \$ 170.00   | \$ 170.00     | 240                                     |
| 11  | Insulation Plates                     | 1   | boxes  | \$ 191.55   | \$ 191.55     | 240                                     |
| 12  | Tremple Kee Membrane 45 mil 37"x100'  | 8   | rls    | \$ 1,278.00 | \$ 10,224.00  | 210 \$ 13,383.00                        |
| 13  | TREMPLE KEE T-JOINT COVERS 100/CS     | 1   | boxes  | \$ 331.00   | \$ 331.00     | 210                                     |
| 14  | TREMPLE KEE/TPA COATED METAL 4' x 10' | 8   | sheets | \$ 578.00   | \$ 4,624.00   | 220 \$ 6,164.00                         |
| 15  | TREMPLE KEE STRIP-IN 6" x 100'        | 5   | rls    | \$ 399.00   | \$ 1,995.00   | 210                                     |
| 16  | TREMSEAL PRO WHITE - 30 TUBES/CS      | 1   | boxes  | \$ 483.00   | \$ 483.00     | 280 \$ 483.00                           |
| 17  | TREMPLE KEE PIPE FLASHING 1"-6" 8/CS  | 1   | boxes  | \$ 633.00   | \$ 633.00     | 210                                     |
| 0   | Coated Metal                          | 7   | sheets | \$ 220.00   | \$ 1,540.00   | 220                                     |
| 0   | Freight                               | 3   | each   | \$ 900.00   | \$ 2,700.00   | 460 \$ 2,700.00                         |
| 0   | Misc Consumables                      | 1   | each   | \$ 200.00   | \$ 200.00     | 210                                     |

**SUB-TOTAL MATERIAL: \$ 29,275.80** Line 2

9.75% **SALES TAX: \$ 2,854.39** Line 3

**TOTAL MATERIALS \$ 32,130.19** Line 4

**OTHER COSTS:**

| REF | DESCRIPTION | QTY | 1    | UNIT CT     | OTHER COST  |     |
|-----|-------------|-----|------|-------------|-------------|-----|
| 1   | Fork lift   | 5   | Day  | \$ 150.00   | \$ 750.00   | 810 |
| 2   | Dumpsters   | 2   | each | \$ 1,200.00 | \$ 2,400.00 | 470 |
| 3   | Warranty    | 1   | each | \$ 1,600.00 | \$ 1,600.00 | 440 |
| 4   |             | 0   |      | \$ -        | \$ -        |     |

**TOTAL OTHER COSTS: \$ 4,750.00** Line 5

**SUBCONTRACTS:**

| REF | SUBCONTRACTOR NAME / DESCRIPTION | SUBCONTRACT COST |
|-----|----------------------------------|------------------|
| 1   |                                  | \$ -             |
| 2   |                                  | \$ -             |
| 3   |                                  | \$ -             |
| 4   |                                  | \$ -             |

**SUBCONTRACT COSTS: \$ -** Line 6

**SUBTOTAL: \$ 70,893.19** Line 7  
**15% MARK UP: \$ 10,633.98** Line 8  
**SUBTOTAL: \$ 81,527.17** Line 9  
**2% Bond and GL: \$ 1,630.54** Line 9  
**GRAND TOTAL: \$ 83,157.71** Line 11

SUBMITTED BY:

**TOTAL CHANGE REQUESTED BY SUBCONTRACTOR: \$ 83,157.71**

Hector Amparo



# REQUEST FOR INFORMATION

**Project:** Roofing Project – SIERRA LINDA SCHOOL

**RFI No.:** 4

**Contractor:** **Company Name** Eberhard a Tecta America Company LLC  
**Address** 15220 Raymer St.  
**Address** Van Nuys, CA. 91405

**BID NO.:** 23-03

**Owner:** Oxnard School District  
1055 South C Street  
Oxnard, CA. 93030

**Architect:**

**Drawing No.:** \_\_\_\_\_ **Specification Section:** 075416 **CONTRACT No.:** 23-229

|   |   |
|---|---|
| <b>The information is requested for the following reason:</b>   |   |
| <input checked="" type="checkbox"/> <b>Direction not given in Contract Documents</b>                    | <input type="checkbox"/> <b>Specifications Reference</b>  |
| <input type="checkbox"/> <b>Interpretation of Contract Documents</b>                                    | <input type="checkbox"/> <b>Shop Drawings Reference</b>   |
| <input type="checkbox"/> <b>Conflict in Contract / Contract Drawings</b>                                | <input type="checkbox"/> <b>Other</b>   |
| <b>INFORMATION REQUESTED:</b>   |   |
| Are we to roof bldg 901/902 as requested on our pre-construction job walk and Tremco provided specs?    |   |
|   |   |
|   |   |
| <b>POSSIBLE COST IMPACT: YES</b> <input checked="" type="checkbox"/> <b>NO</b> <input type="checkbox"/> | <b>POSSIBLE TIME IMPACT: YES</b> <input checked="" type="checkbox"/> <b>NO</b> <input type="checkbox"/> |
| <b>REPLY:</b>   |   |
|   |   |
|   |   |
|   |   |
|   |   |
| <b>POSSIBLE COST IMPACT: YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/>            | <b>POSSIBLE TIME IMPACT: YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/>            |

**Attachments:** Bldg 901/902 Portable Aerial View.

**Response:**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**FIELD CLARIFICATION**

---

TO CONTRACTOR: \_\_\_\_\_ FC No.: \_\_\_\_\_  
FROM: \_\_\_\_\_ Date: \_\_\_\_\_  
SCHOOL: \_\_\_\_\_ Project No.: \_\_\_\_\_  
PROJECT: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
SUBJECT: \_\_\_\_\_

---

Reference: Drawings: \_\_\_\_\_ Specifications: \_\_\_\_\_

The following is issued as a clarification of the Contract Documents without any additional cost and/or time impact to the Contract:



List of Attachments: \_\_\_\_\_  
\_\_\_\_\_

Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

*This document provides information or clarification only and does not constitute authorization or direction to proceed with additional work. If, in the opinion of the Contractor, the clarification has impact to the Contract amount and/or time, the Contractor must advise \_\_\_\_\_ in writing within five (5) days of receipt that the clarification constitutes issuance of a change order. The Contractor's notice shall be accompanied and appropriately supported with justification, reasoning and references where the contract requirements have been exceeded due to the clarification. Otherwise, this Field Clarification will stand as clarifications to the Contract Documents without any additional costs and/or time impact to the District.*



### Legend

-  2201 Jasmine St
-  Sierra Linda Elementary School

2201 Jasmine St

Add Bldg 901/902 to scope of work per Tremco provided spec

901/902

903

700

500

400

300

202

201

Sierra Linda Elementary School

Child Development Resources - Sierra Linda

Gladia St

Jasmine St

Ironbank Dr

Ironbank Dr

Ironbank Dr





# CHANGE ORDER

Date: 11/20/2024

CHANGE ORDER NO. 4R1

PROJECT: Roofing Project – SIERRA LINDA SCHOOL  
 O.S.D. BID No. 23-03  
 O.S.D. Agreement No. 23-229

OWNER: Oxnard School District  
 1051 South A Street  
 Oxnard, CA. 93030

ARCHITECT:

CONTRACTOR: Eberhard A Tecta America Company LLC

Attn:

Architects Proj. No.:  
 D.S.A. File No.:  
 D.S.A. App. No.:

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

|   |                          |
|---|--------------------------|
| ORIGINAL CONTRACT SUM .....                                       | \$1,489,000.00           |
| NET CHANGE - ALL PREVIOUS CHANGE ORDERS .....                     | \$ 103,642.30            |
| ADJUSTED CONTRACT SUM .....                                       | \$1,592,642.30           |
| <b>NET CHANGE -<sup>4R1</sup></b> .....                           | <b>.....\$ 25,600.43</b> |
| <hr/>   |                          |
| Total Change Orders to Date: .....                                | \$ 129,242.73            |
| ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. <sup>4</sup> ..... | \$1,618,242.73           |
| Commencement Date: .....  | 6/23/2024                |
| Original Completion Date: .....                                   | 8/07/2024                |
| Original Contract Time: .....                                     | 45                       |
| Time Extension for all Previous Change Orders: .....              | 43 days                  |
| Time Extension for this Change Order: .....                       | 65 days                  |
| Adjusted Completion Date: .....                                   | 11/23/2024               |

Percentage .....

| Item | Description   | Unforeseen Condition (UFO) | Additional Scope (AS) | Design Clarification (DC) | Code Requirement |
|------|---------------|----------------------------|-----------------------|---------------------------|------------------|
| 1.   | Premium Time  |                            | 25,600.43             |                           |                  |
| 2.   |               |                            |                       |                           |                  |
| 3.   |               |                            |                       |                           |                  |
| 4.   |               |                            |                       |                           |                  |
| 5.   |               |                            |                       |                           |                  |
| 6.   |               |                            |                       |                           |                  |
|      | <b>Totals</b> |                            | 25,600.43             |                           |                  |

Total Change Order No. 4 ..... \$ 25,600.43

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

FACILITIES DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL

DATE: \_\_\_\_\_

## Change Order Request

REQUESTED BY: Eberhard A Tecta America Company LLC      CHANGE ORDER REQUEST NUMBER: #5  
15220 Raymer St.      JOB NUMBER: 23-229  
Van Nuys, Ca. 91405

DATE: 10/2/24

PROJECT NAME: Roofing Project-Sierra Linda School 23-03

**Scope of Work:**

Due to the unforeseen condition of the existing roof system being solidly mopped to wood deck and the absence of a slip sheet. It slowed down the tear off work extending the project duration. We had to work overtime and on weekends to complete the project.

**LABOR:**

| REF<br>NUM | LABOR<br>CLASS           | HOURS |       |      |       | HOURLY<br>RATE | LABOR<br>COST |
|------------|--------------------------|-------|-------|------|-------|----------------|---------------|
|            |                          | x1.0  | x1.5  | x2.0 | DIFF. |                |               |
| 1          | Roofer Premium Time      |       | 621   |      |       | \$ 27.12       | \$ 16,841.52  |
| 2          | Sheet Metal Premium Time |       | 142.5 |      |       | \$ 34.97       | \$ 4,983.23   |
| 3          |                          |       |       |      |       | \$ -           | \$ -          |
| 4          |                          |       |       |      |       | \$ -           | \$ -          |
| 5          |                          |       |       |      |       | \$ -           | \$ -          |
| 6          |                          |       |       |      |       | \$ -           | \$ -          |
| 7          |                          |       |       |      |       | \$ -           | \$ -          |

**MATERIALS:** **TOTAL LABOR:** \$ 21,824.75 Line 1

| REF | MATERIAL DESCRIPTION | QTY | UNITS | UNIT CT | MATERIAL COST |
|-----|----------------------|-----|-------|---------|---------------|
| 1   |                      |     |       | \$ -    | \$ -          |
| 2   |                      | 0   | 0     | \$ -    | \$ -          |
| 3   |                      | 0   | 0     | \$ -    | \$ -          |
| 4   |                      | 0   | 0     | \$ -    | \$ -          |
| 5   |                      | 0   | 0     | \$ -    | \$ -          |
| 6   |                      | 0   | 0     | \$ -    | \$ -          |
| 7   |                      | 0   | 0     | \$ -    | \$ -          |
| 8   |                      | 0   | 0     | \$ -    | \$ -          |
| 9   |                      | 0   | 0     | \$ -    | \$ -          |
| 9   |                      | 0   | 0     | \$ -    | \$ -          |
| 10  |                      | 0   | 0     | \$ -    | \$ -          |
| 10  |                      | 0   | 0     | \$ -    | \$ -          |
| 10  |                      | 0   | 0     | \$ -    | \$ -          |
| 11  |                      | 0   | 0     | \$ -    | \$ -          |

**SUB-TOTAL MATERIAL:** \$ - Line 2

9.75% **SALES TAX:** \$ - Line 3

**TOTAL MATERIALS** \$ - Line 4

**OTHER COSTS:**

| REF | DESCRIPTION | QTY | 1 | UNIT CT | OTHER COST |
|-----|-------------|-----|---|---------|------------|
| 1   |             | 0   | 0 |         | \$ -       |
| 2   |             | 0   | 0 |         | \$ -       |
| 3   |             | 0   |   | \$ -    | \$ -       |
| 4   |             | 0   |   | \$ -    | \$ -       |

**TOTAL OTHER COSTS:** \$ - Line 5

**SUBCONTRACTS:**

| REF | SUBCONTRACTOR NAME / DESCRIPTION | SUBCONTRACT COST |
|-----|----------------------------------|------------------|
| 1   |                                  | \$ -             |
| 2   |                                  | \$ -             |
| 3   |                                  | \$ -             |
| 4   |                                  | \$ -             |

**SUBCONTRACT COSTS:** \$ - Line 6

**SUBTOTAL:** \$ 21,824.75 Line 7

**15% MARK UP:** \$ 3,273.71 Line 8

**SUBTOTAL:** \$ 25,098.46 Line 9

**2% Bond and GL:** \$ 501.97 Line 9

**GRAND TOTAL:** \$ 25,600.43 Line 11

SUBMITTED BY: Hector Amparo **TOTAL CHANGE REQUESTED BY SUBCONTRACTOR:** \$ 25,600.43

Hector Amparo



# CHANGE ORDER

Date: 11/20/2024

CHANGE ORDER NO. 5

**PROJECT:** Roofing Project – SIERRA LINDA SCHOOL  
O.S.D. BID No. 23-03  
O.S.D. Agreement No. 23-229

**OWNER:** Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030

**ARCHITECT:**

**CONTRACTOR:** Eberhard A Tecta America Company LLC

**Attn:**

**Architects Proj. No.:**  
**D.S.A. File No.:**  
**D.S.A. App. No.:**

**CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.**

**ORIGINAL CONTRACT SUM** .....\$1,489,000.00

**NET CHANGE - ALL PREVIOUS CHANGE ORDERS** .....\$ 129,242.73

**ADJUSTED CONTRACT SUM** .....\$1,618,242.73

**NET CHANGE - 5** .....\$ 28,603.98

**Total Change Orders to Date:** .....\$157,846.71

**ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 5** .....\$1,646,846.71

**Commencement Date:** ..... 6/23/2024

**Original Completion Date:** ..... 8/07/2024

**Original Contract Time:** ..... 45

**Time Extension for all Previous Change Orders:** ..... 108 days

**Time Extension for this Change Order:** ..... 10 days

**Adjusted Completion Date:** ..... 12/03/2024

**Percentage** .....

| Item | Description      | Unforeseen Condition (UFO) | Additional Scope (AS) | Design Clarification (DC) | Code Requirement |
|------|------------------|----------------------------|-----------------------|---------------------------|------------------|
| 1.   | Wood Replacement | \$ 28,603.98               |                       |                           |                  |
| 2.   |                  |                            |                       |                           |                  |
| 3.   |                  |                            |                       |                           |                  |
| 4.   |                  |                            |                       |                           |                  |
| 5.   |                  |                            |                       |                           |                  |
| 6.   |                  |                            |                       |                           |                  |
|      | <b>Totals</b>    | \$ 28,603.98               |                       |                           |                  |

Total Change Order No. 5 ..... \$ 28,603.98

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

FACILITIES DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL

DATE: \_\_\_\_\_

## Change Order Request

DATE: 10/2/24

REQUESTED BY: Eberhard A Tecta America Company LLC  
15220 Raymer St.  
Van Nuys, Ca. 91405

CHANGE ORDER REQUEST NUMBER: #6  
 JOB NUMBER: 23-229

PROJECT NAME: Roofing Project-Sierra Linda School 23-03

**Scope of Work:**

Replace rotted wood fascia and Plywood

**LABOR:**

| REF NUM | LABOR CLASS           | HOURS |      |      |       | HOURLY RATE | LABOR COST   |
|---------|-----------------------|-------|------|------|-------|-------------|--------------|
|         |                       | x1.0  | x1.5 | x2.0 | DIFF. |             |              |
| 1       | Sheet Metal/Carpentry | 199   |      |      |       | \$ 99.08    | \$ 19,716.92 |
| 2       |                       |       |      |      |       | \$ -        | \$ -         |
| 3       |                       |       |      |      |       | \$ -        | \$ -         |
| 4       |                       |       |      |      |       | \$ -        | \$ -         |
| 5       |                       |       |      |      |       | \$ -        | \$ -         |
| 6       |                       |       |      |      |       | \$ -        | \$ -         |
| 7       |                       |       |      |      |       | \$ -        | \$ -         |

**MATERIALS:** **TOTAL LABOR:** \$ 19,716.92 Line 1

| REF | MATERIAL DESCRIPTION | QTY | UNITS | UNIT CT   | MATERIAL COST |
|-----|----------------------|-----|-------|-----------|---------------|
| 1   | 1/2" Plywood         | 39  | Each  | \$ 27.10  | \$ 1,056.90   |
| 2   | 2"x4" Lumber         | 50  | LF    | \$ 0.44   | \$ 22.00      |
| 3   | 2"x6" Lumber         | 28  | LF    | \$ 0.62   | \$ 17.36      |
| 4   | 2"x8" Lumber         | 142 | LF    | \$ 0.68   | \$ 96.56      |
| 5   | 2"x12" Lumber        | 168 | LF    | \$ 1.93   | \$ 324.24     |
| 6   | 1"x6"                | 352 | Ctn   | \$ 0.72   | \$ 253.44     |
| 7   | Nails                | 2   | Ctn   | \$ 59.20  | \$ 118.40     |
| 8   | Wood Filler          | 2   | Pail  | \$ 9.53   | \$ 19.06      |
| 9   | Screws               | 1   | Box   | \$ 47.48  | \$ 47.48      |
| 9   | T-Tops               | 2   | each  | \$ 69.30  | \$ 138.60     |
| 10  | Turbines             | 2   | Each  | \$ 77.83  | \$ 155.66     |
| 11  | Circular Saw Blades  | 4   | each  | \$ 18.19  | \$ 72.76      |
| 12  | Misc Disposables     | 1   | each  | \$ 200.00 | \$ 200.00     |
| 13  |                      |     |       |           | \$ -          |

**SUB-TOTAL MATERIAL:** \$ 2,522.46 Line 2

9.75% **SALES TAX:** \$ 245.94 Line 3

**TOTAL MATERIALS** \$ 2,768.40 Line 4

**OTHER COSTS:**

| REF | DESCRIPTION | QTY | 1    | UNIT CT     | OTHER COST  |
|-----|-------------|-----|------|-------------|-------------|
| 1   | Fork lift   | 4   | Day  | \$ 150.00   | \$ 600.00   |
| 2   | Dumpsters   | 1   | each | \$ 1,300.00 | \$ 1,300.00 |
| 3   |             | 0   |      | \$ -        | \$ -        |
| 4   |             | 0   |      | \$ -        | \$ -        |

**TOTAL OTHER COSTS:** \$ 1,900.00 Line 5

**SUBCONTRACTS:**

| REF | SUBCONTRACTOR NAME / DESCRIPTION | SUBCONTRACT COST |
|-----|----------------------------------|------------------|
| 1   |                                  | \$ -             |
| 2   |                                  | \$ -             |
| 3   |                                  | \$ -             |
| 4   |                                  | \$ -             |

**SUBCONTRACT COSTS:** \$ - Line 6

**SUBTOTAL:** \$ 24,385.32 Line 7

**15% MARK UP:** \$ 3,657.80 Line 8

**SUBTOTAL:** \$ 28,043.12 Line 9

**2% Bond and GL:** \$ 560.86 Line 9

**GRAND TOTAL:** \$ 28,603.98 Line 11

SUBMITTED BY:

**TOTAL CHANGE REQUESTED BY SUBCONTRACTOR:** \$ 28,603.98

Hector Amparo

|            |              |                 |       |
|------------|--------------|-----------------|-------|
| ORDER DATE | Mon 07-29-24 | CUSTOMER NUMBER | 72221 |
|------------|--------------|-----------------|-------|



NORTHRIDGE  
**GANAHL LUMBER CO.**  
 ESTABLISHED IN 1884

16 006 5049



CUSTOMER NAME: EBERHARD ROOFING  
 val#24718

ORDERED BY: ANDREW ARGOTT  
 PHONE#: (818) 373-7588

ACCT MGR: 40 CONTRACTOR  
 SALESPERSON: 1281 MARK MORALES-NR  
 p263;90

18537 PARTHENIA ST, NORTHRIDGE, CA 91324-4026  
 Phone# (818) 349-6701

We appreciate your business!!

Visit our website:  
 WWW.GANAHLUMBER.COM

JOB NAME: SHOP  
 DELIVER TO:

INSTRUCTIONS:  
 WILL CALL WHEN: Mon 07/29 4:45P

07/29-17:04:15

UNLOAD INFO:

RAIN INFO:

PO#: 570001991

| LN# | QTY SHIP | QTY ORD | SIZE          | LENGTH | DESCRIPTION            | USAGE | FOOTAGE | UNIT PRICE | UM | AMOUNT |     |
|-----|----------|---------|---------------|--------|------------------------|-------|---------|------------|----|--------|-----|
| 1)  | 20       | 20      | 4 X 8 X 15/32 |        | 3 OR 4 PLY RATED 32/16 |       | 640     | 847.00     | S  | 542.08 | lpa |
|     |          |         |               |        |                        |       |         |            |    |        |     |
|     |          |         |               |        |                        |       |         |            |    |        |     |
|     |          |         |               |        |                        |       |         |            |    |        |     |
|     |          |         |               |        |                        |       |         |            |    |        |     |
|     |          |         |               |        |                        |       |         |            |    |        |     |
|     |          |         |               |        |                        |       |         |            |    |        |     |
|     |          |         |               |        |                        |       |         |            |    |        |     |
|     |          |         |               |        |                        |       |         |            |    |        |     |
|     |          |         |               |        |                        |       |         |            |    |        |     |
|     |          |         |               |        |                        |       |         |            |    |        |     |
|     |          |         |               |        |                        |       |         |            |    |        |     |
|     |          |         |               |        |                        |       |         |            |    |        |     |
|     |          |         |               |        |                        |       |         |            |    |        |     |
|     |          |         |               |        |                        |       |         |            |    |        |     |
|     |          |         |               |        |                        |       |         |            |    |        |     |
|     |          |         |               |        |                        |       |         |            |    |        |     |
|     |          |         |               |        |                        |       |         |            |    |        |     |
|     |          |         |               |        |                        |       |         |            |    |        |     |

CUSTOMER COPY

7-29-24  
 RIGO

received

TRUCK # YARD 1

|           |              |
|-----------|--------------|
| ORDER MAN | LOAD CHKD BY |
| DRIVER    |              |
| DEL. TIME | DEL. DATE    |

THIS DOCUMENT IS A BINDING CONTRACT BETWEEN BUYER AND SELLER. SEE REVERSE SIDE FOR TERMS AND CONDITIONS OF SALE. THIS SALES SLIP MUST ACCOMPANY ALL RETURNS.

RECEIVED BY:  
 x RIGO  
 PRINT LAST NAME SIGNATURE

|                     |     |
|---------------------|-----|
| TOTAL FOOTAGE:      | 640 |
| DEPOSIT INFORMATION |     |

|               |               |
|---------------|---------------|
| SUBTOTAL      | 542.08        |
| CARTAGE       |               |
| CA LUMBER TAX | 5.42          |
| SALES TAX     | 51.50         |
| <b>TOTAL</b>  | <b>599.00</b> |





GARDENA BRANCH  
 BEACON BUILDING PRODUCTS  
 1859 ROSECRANS AVE  
 GARDENA, CA 90249  
 Telephone: 310-523-4475

**INVOICE**

|  |          |
|--|----------|
| <b>INVOICE NO.</b>   | QE85500  |
| <b>INVOICE DATE</b>  | 07/29/24 |
| <b>DUE DATE</b>  | 09/30/24 |
| <b>CUSTOMER NO.</b>  | 110248   |
| <b>REMIT TO:</b>   |          |
| <b>BEACON BUILDING PRODUCTS</b><br><b>PO BOX 101087</b><br><b>PASADENA, CA 91189-0005</b>                        |          |
| <b>WAREHOUSE:</b>  |          |
| GARDENA BRANCH<br>BEACON BUILDING PRODUCTS<br>1859 ROSECRANS AVE<br>GARDENA, CA 90249<br>Telephone: 310-523-4475 |          |

**SOLD TO:**

EBERHARD  
 15220 RAYMER ST  
 VAN NUYS, CA 91405

**SHIP TO:**

Customer Pickup

| SLS | SHIP VIA | TERMS                      |
|-----|----------|----------------------------|
| 1MC | PICKUP   | 2% SECOND 10TH NET 2ND EOM |

| CUSTOMER PURCHASE ORDER NO. | TAX   | JOB # AND NAME | ORDERED BY |
|-----------------------------|-------|----------------|------------|
| 570001966                   | 9.500 | 999  SHOP      | MIKE       |

| PRODUCT        | DESCRIPTION  | U/M | QUANTITY | UNIT PRICE | EXTENSION |
|----------------|--|-----|----------|------------|-----------|
| TRITBBIB14MILL | TRI BIB 14" TURBIN VENT INT MF<br>TBBIB14MILL MILL FINISH<br>INTERNAL BRACE<br><br><b>Deduct 3.11 and pay 167.34 if paid by 9/10/24</b><br>QE85500 Otherwise 170.45 is due i<br><br><b>*****PLEASE CONFIRM PAYMENT ADDRESS*****</b><br><b>BEACON BUILDING PRODUCTS</b><br><b>PO BOX 101087</b><br><b>PASADENA, CA 91189-0005</b> | PC  | 2        | 77.8300    | 155.66    |
|                |  | ull | e in     | by 9/30/24 |           |

THANK YOU FOR YOUR BUSINESS

|             |                  |            |                         |                 |                     |
|-------------|------------------|------------|-------------------------|-----------------|---------------------|
| RECEIVED BY | <b>SUB-TOTAL</b> | <b>TAX</b> | <b>HANDLING/RESTOCK</b> | <b>SHIPPING</b> | <b>TOTAL AMOUNT</b> |
|             | 155.66           | 14.79      | .00                     | .00             | 170.45              |



10711 S. Alameda St., P.O. Box 40, Lynwood, CA 90262-0040  
 323-564-6656 Fax: 323-564-5842 [www.joneslumber.com](http://www.joneslumber.com)

Now open on Saturdays for Will Call, Counter Sales and Deliveries

**Invoice Address**  
 Eberhard  
 15220 Raymer St  
 Van Nuys, CA, 91405

**Delivery Address**  
 Eberhard  
 \*\*\* WILL CALL \*\*\*

# Sales Invoice

**Invoice No** 350768  
**Invoice Date** 08/02/2024  
**Invoice Due** 09/01/2024  
**Terms** Net 30 Days  
**Customer** EBERROO  
**Contact** Mike Barbato  
**Order Date** 08/01/2024  
**Pickup** 08/01/2024  
**Your Ref** 570002053  
**Our Ref** 358136  
**Sales Rep** Scott Brock



| Special Instructions | Notes |
|----------------------|-------|
|                      |       |

| Line                 | Description   | Quantity | BF / SF | Price    | Per | Total  |
|----------------------|---|----------|---------|----------|-----|--------|
| 1                    | 2062.12 - 2x6 12' #2&BTR DF S4S 128-PCS/UNIT<br>30/12   | 30 EA    | 360 BF  | 621.00   | mbf | 223.56 |
| 2                    | 1062P.16 - 1X6 16' #2 COM KD PINE S4S 216/UNIT<br>22/16 | 22 EA    | 176 BF  | 1,430.00 | mbf | 251.68 |
| <b>Total: 536 BF</b> |   |          |         |          |     |        |

|  |                      |                 |
|--|----------------------|-----------------|
| <b>The invoice is due on 09/01/2024.</b> | <b>Total Amount</b>  | <b>\$475.24</b> |
|  | Sales Tax            | \$48.70         |
|  | LPA Tax              | \$4.75          |
|  | <b>Invoice Total</b> | <b>\$528.69</b> |



# Customer Receipt

8/02/2024, 11:32 AM PDT

Store # 6644

Sales Person JXM5L9A

Store Phone # (818) 373-0046

Location 7870 VAN NUYS BLVD, PANORAMA CITY, CA 91402

## Customer Information

**KYLE STONECIPHER**  
(818) 782-4604  
KSTONECIPHER@EBERHARDCO.COM

**EBERHARD ROOFING**  
301 GERONA AVE  
SAN GABRIEL, CA 91775



Order # H6644-783989  
Receipt # 6644 00097 69308  
PO / Job Name P0570002077

## Carryout

Runner Name  
JOSEPH

| Item Description                          | Model # | SKU #  | Unit Price    | Qty | Subtotal |
|---|---------|--------|---------------|-----|----------|
| 01 Unbranded 2 in. x 4 in. x 8 ft. Lumber | N/A     | 441317 | \$3.55 / each | 5   | \$17.75  |
| CA LUMBER FEE                             |         | 999735 | \$0.18 / each | 1   | \$0.18   |

**90 DAY RETURN POLICY.** The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in the stores for details.

For your Annual ProXtra Member Statement: [https://www.homedepot.com/c/Pro\\_Xtra](https://www.homedepot.com/c/Pro_Xtra)

## Payment Method

The Home Depot 4490

**Charged \$19.62**

|                    |         |
|--------------------|---------|
| <b>Subtotal</b>    | \$17.93 |
| <b>Discounts</b>   | -\$0.00 |
| <b>Sales Tax</b>   | \$1.69  |
| <b>Order Total</b> | \$19.62 |
| <b>Balance Due</b> | \$0.00  |

**received**  
MB

|  |              |                 |         |
|--|--------------|-----------------|---------|
| ORDER DATE                               | Wed 07-31-24 | CUSTOMER NUMBER | 72221.3 |
| CUSTOMER NAME<br>EBERHARD ROOFING        |              |                 |         |
| ORDERED BY: MIKE BARBATO                 |              | val#24814       |         |
| PHONE#: (818) 373-7588                   |              |                 |         |
| ACCT MGR: 40 CONTRACTOR                  |              |                 |         |
| SALESPERSON: 2088 PRISCILLA RODRIGUEZ-NR |              |                 |         |
| p263;75                                  |              |                 |         |



**NORTHRIDGE**  
**GANAHL LUMBER CO.**  
 ESTABLISHED IN 1884

18537 PARTHENIA ST, NORTHRIDGE, CA 91324-4026  
 Phone# (818) 349-6701

16 006 5412



We appreciate your business!!  
 Visit our website:  
[WWW.GANAHLUMBER.COM](http://WWW.GANAHLUMBER.COM)

JOB NAME: SIERRA LINDA

DELIVER TO:

INSTRUCTIONS:  
 WILL CALL WHEN: Wed 07/31 12:15P

07/31-13:57:11  
 UNLOAD INFO:  
 RAIN INFO:  
 PO#: 5700002032

| LN# | QTY SHIP | QTY ORD | SIZE   | LENGTH | DESCRIPTION     | USAGE | FOOTAGE | UNIT PRICE | UM | AMOUNT |     |
|-----|----------|---------|--------|--------|-----------------|-------|---------|------------|----|--------|-----|
| 1)  | 7        | 7       | 2 X 12 | 16     | #2 & BTR DF S4S |       | 224     | 963.00     | M  | 215.71 | lpa |
|     |          |         |        |        |                 |       |         |            |    |        |     |
|     |          |         |        |        |                 |       |         |            |    |        |     |
|     |          |         |        |        |                 |       |         |            |    |        |     |
|     |          |         |        |        |                 |       |         |            |    |        |     |
|     |          |         |        |        |                 |       |         |            |    |        |     |
|     |          |         |        |        |                 |       |         |            |    |        |     |
|     |          |         |        |        |                 |       |         |            |    |        |     |
|     |          |         |        |        |                 |       |         |            |    |        |     |
|     |          |         |        |        |                 |       |         |            |    |        |     |
|     |          |         |        |        |                 |       |         |            |    |        |     |
|     |          |         |        |        |                 |       |         |            |    |        |     |
|     |          |         |        |        |                 |       |         |            |    |        |     |
|     |          |         |        |        |                 |       |         |            |    |        |     |
|     |          |         |        |        |                 |       |         |            |    |        |     |
|     |          |         |        |        |                 |       |         |            |    |        |     |
|     |          |         |        |        |                 |       |         |            |    |        |     |

CUSTOMER COPY

received  
 MB

7-31-24

|                      |              |  |                     |     |               |               |
|----------------------|--------------|--|---------------------|-----|---------------|---------------|
| ORDER MAN            | LOAD CHKD BY | THIS DOCUMENT IS A BINDING CONTRACT BETWEEN BUYER AND SELLER. SEE REVERSE SIDE FOR TERMS AND CONDITIONS OF SALE. THIS SALES SLIP MUST ACCOMPANY ALL RETURNS. | TOTAL FOOTAGE:      | 224 | SUBTOTAL      | 215.71        |
| DRIVER               | DEL DATE     |  | DEPOSIT INFORMATION |     | CARTAGE       |               |
| DEL TIME             | DEL DATE     | RECEIVED BY:<br>x <u>RIGO</u>  |                     |     | CA LUMBER TAX | 2.16          |
| *160065412#20240731* |              | PRINT LAST NAME  |                     |     | SALES TAX     | 20.49         |
|                      |              | SIGNATURE  |                     |     | <b>TOTAL</b>  | <b>238.36</b> |

# INVOICE

ARROW TOOLS, FASTENERS & SAW  
 INC  
 Branch: 001 VAN NUYS BRANCH  
 7635 BURNET AVE  
 VAN NUYS, CA 91405  
 US

|                     |        |
|---------------------|--------|
| INVOICE             |        |
| 5790053             |        |
| Invoice Date        | Page   |
| 07/24/2024 12:39:08 | 1 of 1 |
| ORDER NUMBER        |        |
| 1727076             |        |

818-780-1464

**Bill To:**

EBERHARD  
 15220 RAYMER STREET  
 VAN NUYS, CA 91405

**Ship To:**

EBERHARD  
 15220 RAYMER STREET  
 VAN NUYS, CA 91405

Ordered By: ANDREW ARGOTT

Customer ID: 12311

| PO Number        | Term Description | Net Due Date | Disc Due Date | Discount Amount |
|------------------|------------------|--------------|---------------|-----------------|
| ANDREW/520001942 | NET 30           | 08/23/2024   | 08/23/2024    | 0.00            |

| Order Date          | Pick Ticket No | Primary Salesrep Name | Taker     |
|---------------------|----------------|-----------------------|-----------|
| 07/24/2024 11:59:24 | 3771655        | RANDY SINCOMB         | TGONZALEZ |

| Quantities |         |           |               |       | Item ID          | Pricing UOM | Unit Price | Extended Price |
|------------|---------|-----------|---------------|-------|------------------|-------------|------------|----------------|
| Ordered    | Shipped | Remaining | UOM Unit Size | Disp. | Item Description | Unit Size   |            |                |

**Customer Note:** EVERY PURCHASE MUST HAVE A PO ON IT

**Carrier:** COUNTER- WILL CALL

**Tracking #:**

|        |        |        |    |     |                                   |        |         |       |
|--------|--------|--------|----|-----|-----------------------------------|--------|---------|-------|
| 1.0000 | 1.0000 | 0.0000 | BX |     | NAL16GN                           | BX     | 48.6087 | 48.61 |
|        |        |        |    | 1.0 | 3-1/4x .131 GN SMOOTH SHANK 4M    | 1.0000 |         |       |
|        |        |        |    |     | COUNT                             |        |         |       |
|        |        |        |    |     | HALSTEEL # HOB32131               |        |         |       |
|        |        |        |    |     | KRATOS # KRO24                    |        |         |       |
|        |        |        |    |     | METABO #10116HPT                  |        |         |       |
| 1.0000 | 1.0000 | 0.0000 | BX |     | NAL8CGN                           | BX     | 59.2029 | 59.20 |
|        |        |        |    | 1.0 | 8COM 2 1/2x 131 21° GUN NAIL (5M) | 1.0000 |         |       |
|        |        |        |    |     | GRIP RITE # GR212131              |        |         |       |
|        |        |        |    |     | HALSTEEL # HOB24131               |        |         |       |

Total Lines: 2

**SUB-TOTAL:** 107.81  
**CALIFORNIA:** 7.81  
**LOS ANGELES COUNTY:** 2.42  
**AMOUNT DUE:** 118.04



# SERVICES AGREEMENT

R24-04696

Requisition Number

23-229

Contract Number

P24-04329

Purchase Order Number

This Services Agreement (the "Agreement") is made and entered into this 6th day of March, 2024 by and between Oxnard School District (hereinafter referred to as "District") and Eberhard, A Tecta America Company LLC, (hereinafter referred to as "Provider.")

### PROVIDER.

Eberhard, A Tecta America Company LLC

Provider

15220 Raymer Street

Street Address

Van Nuys, Ca. 91405

City, State, Zip code

818-782-4604

Telephone Number

818-782-5099

Fax Number

hamparo@eberhardco.com

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

23-229

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on June 23, 2024, and terminate on August 1, 2024. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
  - a. Personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.



If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

Oxnard School District

District

Attn: Dana Miller

1051 South A Street

Street

Oxnard, CA 93030

City, State, Zip Code

Eberhard, A Tecta America Company LLC

Provider

Attn: Hector Amparo

15220 Raymer Street

Street

Van Nuys, Ca 91405

City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
  - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

|   | Each Occurrence | Aggregate       |
|---|-----------------|-----------------|
| Individual, Sole Proprietorship, Partnership, Corporation, or Other | \$ 1,000,000.00 | \$ 2,000,000.00 |

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [Redacted]

Personal vehicles: \$ 500,000.00 combined single limit or  
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [Redacted]

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

|  | Each Occurrence | Aggregate       |
|--|-----------------|-----------------|
| <input type="checkbox"/> Abuse and Molestation | \$ 2,000,000.00 | \$4,000,000.00  |
| <input type="checkbox"/> Pollution Liability   | \$ 1,000,000.00 | \$ 2,000,000.00 |
| <input type="checkbox"/> Cyber Liability       | \$ 5,000,000.00 |                 |
| <input type="checkbox"/> Other: _____          | \$ _____        | \$ _____        |

- f. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider's and any and all Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability
    - Facilities Rental or Lease: CG 20 11 10 01;
    - Most Other services: CG 20 26 10 01.
  - 2) Primary, Non-Contributory
    - CG 20 01 01 13
  - 3) Waiver of Subrogation
    - CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - CA 20 48 10 13
- j. Provider's and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider's deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider's financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access.** If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services.** If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406).** Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

- 19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
- 20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

**THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.**

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT  
District

By: *Lisa A. Franz*  
Signature

Lisa A. Franz

Name

Director, Purchasing

Title

Eberhard, A Tecta America Company LLC

Provider



Signature

Dave Stefko

Name

President

Title



# STATEMENT OF WORK

## DESCRIPTION OF WORK:

\*PER ATTACHED BID #23-03 AND AGREEMENT #23-229

## WORK SCHEDULE:

START DATE: JUNE 23, 2024

END DATE: AUGUST 1, 2024

**23-229**

Contract Number

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## SCHEDULE OF FEES

**FEES:**

|  |                        |
|--|------------------------|
| Compensation for Services                | \$ 1,489,000.00        |
| Actual and Necessary Travel Expenses     | \$ <u>0.00</u>         |
| Other Expenses                           | \$ <u>0.00</u>         |
| Total Amount not to Exceed               | \$ <u>1,489,000.00</u> |
| Deposit                                  | \$ <u>0.00</u>         |
| Balance Due after Completion of Services | \$ <u>0.00</u>         |

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

**PAYMENT SCHEDULE:**

Pay Applications to be submitted monthly to Dana Miller at [dmiller@oxnardsd.org](mailto:dmiller@oxnardsd.org), and Marcos Lopez at [m6lopez@oxnardsd.org](mailto:m6lopez@oxnardsd.org). Net 30 terms.

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C  
REQUIRED CERTIFICATIONS**

Services Agreement Dated: March 6, 2024

Provider: Eberhard, A Tecta America Company LLC

**I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)**

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Dave Stefko, President

\_\_\_\_\_  
Name/ Title of Authorized Representative

2/26/24

\_\_\_\_\_  
Signature/ Date

**II. Tuberculosis Risk Assessments Certification (Education Code Section 49406).** With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Dave Stefko, President


\_\_\_\_\_  
Name/ Title of Authorized Representative

2/26/24

\_\_\_\_\_  
Signature/ Date

**III. Conflict of Interest Certification**

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: 

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Facilities Agreement

### **Approval of Change Order #004 for Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Facilities (DeGenna/Miller/CFW)**

---

The Board of Trustees approved the Enhanced Master Construct Program that focuses on increasing the number of K-8 school facilities and replacing older schools, portable classrooms, and support facilities with permanent K-5 & K-8 schools; all with the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

On October 26, 2022, the State Allocation Board approved an apportionment of \$7 million from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for new classrooms at Driffill Elementary School.

On May 17, 2023 the Board entered into an agreement with Viola Constructors to serve as the Lease-Leaseback Contractor for the project.

This Change Order is requested to address the requirement to provide a concrete housekeeping pad to support the new electrical switchgear for the new classrooms.

#### **FISCAL IMPACT:**

\$3,413.23 – Master Construct and Implementation Funds

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Director, Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order #004 with Viola Constructors.

#### **ADDITIONAL MATERIALS:**

**Attached:** [#22-238 Change Order #4 \(2 pages\)](#)

[Proposal \(8 Pages\)](#)

[Agreement #22-238, Viola Constructors \(6 pages\)](#)



# CHANGE ORDER

**Date: 11-20-2024**

**CHANGE ORDER NO. 004**

**PROJECT: Drifill Elementary School ECDC**  
**O.S.D. BID No. N/A**  
**O.S.D. Agreement No. 22-238**

**OWNER: Oxnard School District**  
 1051 South A Street  
 Oxnard, CA. 93030

**ARCHITECT Flewelling & Moody**  
 99 South Lake Ave. #300  
 Pasadena, CA 91101

**CONTRACTOR: Viola Constructors**  
 5811 Olivas Park Dr. #204  
 Ventura, CA 93003  
**Attn: Mr. Michael Viola**

**Architects Proj. No.: 3057.0000**  
**D.S.A. File No.: 56-22**  
**D.S.A. App. No.: 03-123351**

**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.**

|  |                        |
|--|------------------------|
| <b>ORIGINAL CONTRACT SUM</b> .....                   | <b>\$ 3,462,000.00</b> |
| <b>NET CHANGE - ALL PREVIOUS CHANGE ORDERS</b> ..... | <b>\$ (166,671.27)</b> |
| <b>ADJUSTED CONTRACT SUM</b> .....                   | <b>\$ 3,295,328.73</b> |
| <b>NET CHANGE</b> .....                              | <b>\$ 3,413.23</b>     |

**Total Change Orders to Date: .....** **\$ (163,258.04)**

**ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 004.....** **\$ 3,298,741.95**

**Anticipated Commencement Date.....** **November 01, 2023**

**Actual Commencement Date: .....** **November 01, 2023**

**Original Completion Date: .....** **August 30, 2024**

**Original Contract Time: .....** **307 Calendar Days**

**Time Extension for all Previous Change Orders: .....** **Zero Days**

**Time Extension for this Change Order: .....** **Zero Days**

**Adjusted Completion Date: .....** **August 30, 2024**

**Percentage .....** **Zero Percent (0%)**

| Item | Description  | Unforeseen Condition (UFO) | Additional Scope (AS) | Design Clarification (DC) | Code Requirement |
|------|--|----------------------------|-----------------------|---------------------------|------------------|
| 1.   | Provide concrete housekeeping pad for outdoor electrical switchgear per RFI #11 response |                            |                       | \$3,413.23                |                  |
| 2.   |  |                            |                       |                           |                  |
| 3.   |  |                            |                       |                           |                  |
| 4.   |  |                            |                       |                           |                  |
| 5.   |  |                            |                       |                           |                  |
| 6.   |  |                            |                       |                           |                  |
|      | Totals   |                            |                       |                           |                  |

Total Change Order No. 004 ..... \$3,413.23

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

DEPUTY SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL – N/A

DATE: \_\_\_\_\_



**PCO #004**

Viola Incorporated  
 5811 Olivas Park Dr, Suite 204  
 Ventura, California 93003  
 Phone: (805) 487-3871  
 Fax: (805) 487-3870

**Project:** 23-29 - Drifill New PK, TK and Kindergarten Classroom  
 910 South E Street  
 Oxnard , California 93030

**Prime Contract Potential Change Order #004: CE #008 - Footings and Housekeeping pad for Electrical in accordance with RFI 011**

|                               |   |   |  |
|-------------------------------|---|---|--|
| <b>TO:</b>                    | Oxnard School District<br>1051 South A Street<br>Oxnard, California 93030 | <b>FROM:</b>                              | Viola Inc.<br>5811 Olivas Park Dr. Ste 204<br>Ventura, California 93003                  |
| <b>PCO NUMBER/REVISION:</b>   | 004 / 0   | <b>CONTRACT:</b>                          | 1 - Drifill New PK, TK and Kindergarten Classroom  |
| <b>REQUEST RECEIVED FROM:</b> | Donald Simington (DJS General Contracting, Inc.)                          | <b>CREATED BY:</b>                        | Patrick Waid (Viola Inc.)  |
| <b>STATUS:</b>                | Pending - In Review   | <b>CREATED DATE:</b>                      | 9/27/2024  |
| <b>REFERENCE:</b>             | CE 007  | <b>PRIME CONTRACT CHANGE ORDER:</b>       | None   |
| <b>FIELD CHANGE:</b>          | Yes   | <b>CHANGE ORDER REQUEST:</b>              | #004 - CE #008 - Footings and Housekeeping pad for Electrical in accordance with RFI 011 |
| <b>LOCATION:</b>              | Drifill Elementary School   | <b>ACCOUNTING METHOD:</b>                 | Amount Based   |
| <b>SCHEDULE IMPACT:</b>       | 0 days  | <b>PAID IN FULL:</b>                      | No   |
| <b>EXECUTED:</b>              | No  | <b>SIGNED CHANGE ORDER RECEIVED DATE:</b> |  |
|                               |   | <b>TOTAL AMOUNT:</b>                      | \$3,413.23   |

**POTENTIAL CHANGE ORDER TITLE:** CE #008 - Footings and Housekeeping pad for Electrical in accordance with RFI 011

**CHANGE REASON:** Client Request

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

CE #008 - Footings and Housekeeping pad for Electrical in accordance with RFI 011

Additional costs to install footings rebar and concrete to support electrical panel DP in accordance with RFI 011

**ATTACHMENTS:**

[CO#2 DJS.pdf](#)

| #  | Budget Code                                  | Description                        | Amount            |
|--|--|------------------------------------|-------------------|
| 1  | 03-30-00.S Cast-in-Place Concrete.Commitment | Footings and pad for electrical DP | \$3,110.39        |
| <b>Subtotal:</b>                                   |  |                                    | <b>\$3,110.39</b> |
| Fee (6.00% Applies to all line item types.):       |  |                                    | \$186.62          |
| Insurance (2.50% Applies to all line item types.): |  |                                    | \$82.43           |
| Bond (1.00% Applies to all line item types.):      |  |                                    | \$33.79           |
| <b>Grand Total:</b>                                |  |                                    | <b>\$3,413.23</b> |

**Jun Tanaka (Flewelling & Moody)**

**Oxnard School District**  
 1051 South A Street  
 Oxnard, California 93030

**Viola Inc.**

5811 Olivas Park Dr. Ste 204  
 Ventura, California 93003

DocuSigned by:

*Patrick Waid*

9/27/2024

AB0FAE16E6E4413...

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE





**4615 Industrial Street Unit 1G**  
**Simi Valley, CA 93063**  
**P: (805)584-2714 F: (805)584-2023**  
**C/L #776402**  
**DIR#1000012744**

**GENERAL CONTRACTING, INC**  
COMMERCIAL CONCRETE SPECIALISTS

# CHANGE ORDER REQUEST

|          |         |
|----------|---------|
| Date     | 8/19/24 |
| DJS COR# | 2       |

General Contractor: Viola, Inc

Job: Drifill ES

847-23

|                     |   |
|---------------------|---|
| <b>Description:</b> | Additional cost to install electrical housekeeping pad. |
|                     |   |
|                     |   |
|                     |   |

| DATE               | CLASSIFICATION    | DESCRIPTION | NO. | TYPE | HRS  | TOT. HRS | RATE     | TOTAL              |
|--------------------|-------------------|-------------|-----|------|------|----------|----------|--------------------|
| 08/19/24           | Carpenter         |             | 1   | ST   | 8.00 | 8.00     | \$ 87.27 | \$ 698.16          |
| 08/20/24           | Carpenter Foreman |             | 1   | ST   | 2.00 | 2.00     | \$ 90.73 | \$ 181.46          |
| 08/20/24           | Carpenter         |             | 1   | ST   | 8.00 | 8.00     | \$ 87.27 | \$ 698.16          |
| 08/20/24           | Carpenter         |             | 1   | ST   | 2.00 | 2.00     | \$ 87.27 | \$ 174.54          |
| 08/20/24           | Carpenter         |             | 1   | ST   | 2.00 | 2.00     | \$ 87.27 | \$ 174.54          |
|                    |                   |             |     | ST   |      | 0.00     | \$ -     | \$ -               |
| <b>TOTAL LABOR</b> |                   |             |     |      |      |          |          | <b>\$ 1,926.86</b> |

## EQUIPMENT & MATERIALS

| DATE                             | CLASSIFICATION | DESCRIPTION              | QTY  | RATE      | AMOUNT           |
|----------------------------------|----------------|--------------------------|------|-----------|------------------|
| 08/20/24                         | Materials      | State Ready Mix: 2 yards | 1.00 | \$ 777.83 | \$ 777.83        |
|                                  |                |                          |      |           | \$ -             |
|                                  |                |                          |      |           | \$ -             |
| <b>TOTAL EQUIPMENT MATERIALS</b> |                |                          |      |           | <b>\$ 777.83</b> |

| SUMMARY  |                    |
|--|--------------------|
| <b>TOTAL LABOR COSTS</b>                       | <b>\$ 1,926.86</b> |
| Overhead & Profit 15%                          | \$ 289.03          |
| <b>Sub Total:</b>                              | <b>\$ 2,215.89</b> |
| <b>TOTAL MATERIAL &amp; EQUIP. COSTS</b>       | <b>\$ 777.83</b>   |
| Overhead & Profit 15%                          | \$ 116.67          |
| <b>Sub Total:</b>                              | <b>\$ 894.50</b>   |
| <b>TOTAL FOR LABOR, MATERIAL AND EQUIPMENT</b> | <b>\$ 3,110.39</b> |
|  | \$0.00             |
| <b>CHANGE ORDER TOTAL</b>                      | <b>\$ 3,110.39</b> |



DJS General Contracting, Inc  
4615 Industrial Street, Unit 1G  
Simi Valley, California 93063  
P: +18055842714

### T&M Ticket #4

|                     |                              |                    |  |
|---------------------|------------------------------|--------------------|--|
| <b>Performed on</b> | Aug 19, 2024                 | <b>Reference #</b> |  |
| <b>Location</b>     | Drifhill Elementary School   | <b>Ordered by</b>  |  |
| <b>Status</b>       | In Progress                  |                    |  |
| <b>Description</b>  | Electrical house keeping pad |                    |  |

#### Labor (1)

| Employee                                  | Classification       | Time Type    | Hours |
|---|----------------------|--------------|-------|
| Ron Hilton (DJS General Contracting, Inc) | Carpenter Journeymen | Regular Time | 8.0   |
| <b>Total:</b>                             |                      |              | 8.0   |

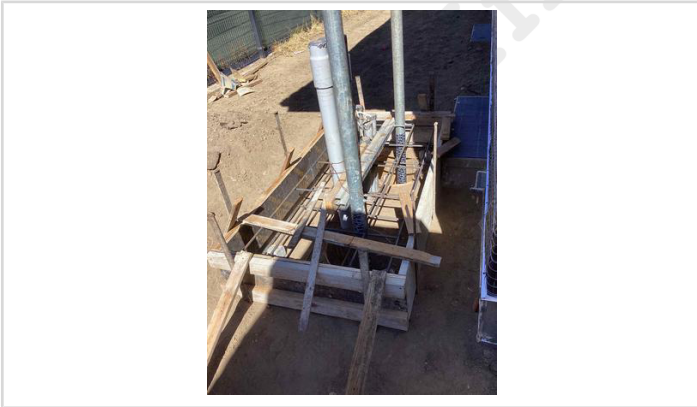
#### Attachments



[86329D9B-9972-4BD0-8C42-50298BB0ED4B.jpg](#)



[5A1101BE-4CA5-47E2-92DD-042A401866E5.jpg](#)



[35825B06-3EB3-4090-A1A0-00EF4CB801CE.jpg](#)



[258F07D0-5441-4D85-839F-152E53C878BB.jpg](#)

T&M Ticket #4

Project: 842 - Driffill ES

**Approvals**

COMPANY SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE

Notes

In Process



**DJS General Contracting, Inc**  
 4615 Industrial Street, Unit 1G  
 Simi Valley, California 93063  
 P: +18055842714

## T&M Ticket #5

|                     |   |                    |  |
|---------------------|---|--------------------|--|
| <b>Performed on</b> | Aug 21, 2024  | <b>Reference #</b> |  |
| <b>Location</b>     | Driffill Elementary School  | <b>Ordered by</b>  |  |
| <b>Status</b>       | In Progress   |                    |  |
| <b>Description</b>  | Pour house keeping pad Strip and face forms Miscellaneous cleanup |                    |  |

### Labor (4)

| Employee  | Classification       | Time Type    | Hours |
|---|----------------------|--------------|-------|
| Ron Hilton (DJS General Contracting, Inc)       | Carpenter Journeymen | Regular Time | 8.0   |
| Miguel Raya (DJS General Contracting, Inc)      | Laborer Journeymen   | Regular Time | 2.0   |
| Gabriel Mesta (DJS General Contracting, Inc)    | Carpenter Journeymen | Regular Time | 2.0   |
| Chuck Richardson (DJS General Contracting, Inc) | Carpenter Foreman    | Regular Time | 2.0   |
| <b>Total:</b>                                   |                      |              | 14.0  |

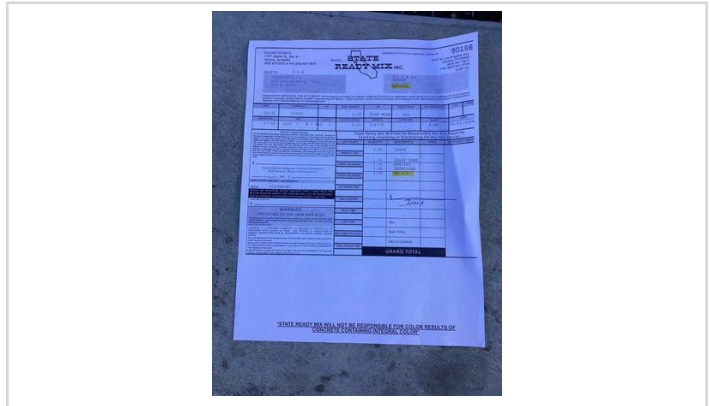
### Materials (1)

| Material      | Description           | Unit | Quantity |
|---------------|-----------------------|------|----------|
| Concrete      | 5,000 PSI mix # 15056 | cy   | 2.0      |
| <b>Total:</b> |                       |      | 2.0      |

### Attachments



[48065F8A-A1DF-44A7-9936-AADB1F95E0A0.jpg](#)



[0B897124-9F1B-4531-8EB0-7DDFFCE59900.jpg](#)



[DB3BCB54-AAD9-4E65-A2C7-00F174F5CB65.jpg](#)



[9CCD1604-E933-4B5D-B879-2CC7A431851D.jpg](#)



[0A4733FC-4370-4D93-9C75-66EAF770F60.jpg](#)



[55D8C68D-D6CF-40EF-965E-8A37A426F914.jpg](#)



[319A8716-E8E3-4A3A-AD36-832552D8BCEF.jpg](#)

**Approvals**

COMPANY SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE

**Notes**

Wheel barrel 2 yards for electrical pad Finish and strip forms Miscellaneous cleanup



# INVOICE

**State Ready Mix**  
**11011 Azahar St.**  
**Suite 1**  
**Ventura CA, 93004**  
**PH# 805-672-0200**  
**FAX # 805-647-6970**

| INVOICE    | PAGE     |
|------------|----------|
| 48891      | Page 1   |
| CUSTOMER # | DATE     |
| DJSCO100   | 08/21/24 |

DJS Contracting, Inc.  
 4615 Industrial St Unit 1G  
 SIMI VALLEY CA 93063

| Job ID      | Customer PO/Contract# | Job Description | Terms  |
|-------------|-----------------------|-----------------|--------|
| 910 S. E ST |                       | 910 S.E ST      | Net 30 |

| Ticket No. | Date     | Item Number | Description     | U/M | Qty  | Unit Price | Total  | TX |
|------------|----------|-------------|-----------------|-----|------|------------|--------|----|
| 134776     | 08/21/24 | 15056-01    | 5000 1" W / FLY | CY  | 2.00 | 144.50     | 289.00 | Y  |
| 134776     | 08/21/24 | CALIF COMP- | CA COMPLIANCE   | EA  | 1.00 | 11.00      | 11.00  | 2  |
| 134776     | 08/21/24 | ENV/FSC-01  | ENV/FSC         | EA  | 1.00 | 70.00      | 70.00  | 2  |
| 134776     | 08/21/24 | SHORTLOAD-0 | CARTAGE         | EA  | 1.00 | 120.00     | 120.00 | Y  |
| 134776     | 08/21/24 | AB 219-01   | AB 219          | EA  | 1.00 | 250.00     | 250.00 | 2  |

Total Cubic Yards 2.00

|   |                      |               |
|---|----------------------|---------------|
| Thank You for your Business!!<br><br>We have gone paperless, please provide your email<br>billing@statereadymix.com | Sub-Total            | 740.00        |
|   | Sales Tax- OXNA      | 37.83         |
|   | <b>Invoice Total</b> | <b>777.83</b> |



State Ready Mix  
 11011 Azahar St #1  
 Ventura , CA 93004

| Customer<br>DJS Contracting, Inc. |                     |                  | Ship To<br>910 S.E ST<br>OXNARD |                  |                    |              |           |
|-----------------------------------|---------------------|------------------|---------------------------------|------------------|--------------------|--------------|-----------|
| Instructions<br>236-2317 @SCHOOL  |                     |                  | P.O. Number                     |                  | Driver (Id : Name) |              |           |
| Job ID<br>910 S. E ST             |                     |                  |                                 |                  |                    |              |           |
| Load                              | Leave Plant         | Arrive Job Site  | Start Discharge                 | Finish Discharge | Leave Job Site     | Arrive Plant |           |
| 6:34 AM                           | 6:53 AM             | 7:06 AM          |                                 |                  | 7:36 AM            | 7:55 AM      |           |
| Plant                             | Ticket No.          | Truck            | Load Size                       | Mix              | Slump              | Order No.    | Date      |
| 01                                | 134776              | 221              | 2                               | CY               | 4.00               | 25184        | 8/21/2024 |
| Usage                             |                     | Lot              |                                 |                  | Block              |              |           |
| FLAT WORK                         |                     |                  |                                 |                  |                    |              |           |
| LOAD QUANTITY                     | CUMULATIVE QUANTITY | ORDERED QUANTITY | PRODUCT CODE                    | DESC.            | UNIT OF MEASURE    | UNIT PRICE   | AMOUNT    |
| 2                                 | 2.00                | 2.00             | 15056-01                        | 5000 1" W / FLY  | CY                 |              |           |
| 1                                 | 1.00                | 1.00             | CALIF COMP-01                   | CA COMPLIANCE    | EA                 |              |           |
| 1                                 | 1.00                | 1.00             | ENV/FSC-01                      | ENV/FSC          | EA                 |              |           |
| 1                                 | 1.00                | 1.00             | SHORTLOAD-01                    | CARTAGE          | EA                 |              |           |
| 1                                 | 1.00                | 1.00             | AB 219-01                       | AB 219           | EA                 |              |           |
| Customer Notes                    |                     |                  |                                 |                  |                    |              |           |
| Note: n/a                         |                     |                  |                                 |                  |                    |              |           |
| Disclaimer                        |                     |                  |                                 |                  |                    |              |           |

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is recognized authority of accuracy as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

\*\*\*PROPERTY DAMAGE RELEASE\*\*\*

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck is presenting the RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign the RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order. The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed. All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered. A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time is charged at \$2.00 per minute.

\* I, the below signed, declare and understand that I am solely responsible to stay within the manufacturer's guidelines for weight limits & California's "D.O.T", City, and County Laws and Regulations, for weight carried on this vehicle. I further indemnify State Ready Mix, Inc. and its employees from any responsibility for proper load limits and properly securing of this load.

\*\*\*WARNING\*\*\*

The aggregates in this product contain as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

WEIGHED AT: 3217 W. LOS ANGELES AVENUE OXNARD, CA 93030

# Oxnard School District

**PURCHASE ORDER**  
 NO: P24-02589  
 DATE 11/02/2023

Phone: (805) 385-1501 x2412 or 2413

Fax: (805) 385-1507

**SHIP TO:**  
 Facilities  
 1055 S C STREET  
 Oxnard, CA 93030-7442

**Vendor Phone: FAX:**  
 VIOLA INC.  
 P.O. BOX 5624  
 OXNARD, CA 93031-5624

**BILL TO:**  
 Accounts Payable  
[accounts payable@oxnardsd.org](mailto:accounts payable@oxnardsd.org)  
 1051 South A Street  
 Oxnard, CA 93030-7442

Customer Acct #:

|                                    |         |                  |          |                      |                             |                            |
|------------------------------------|---------|------------------|----------|----------------------|-----------------------------|----------------------------|
| ORDER LOCATION<br>630 - Facilities | Emailed | Faxed            | Mailed   | VENDOR #<br>006117/1 | REQUISITIONER<br>Lisa Franz | REQUISITION #<br>R24-02845 |
| DATE REQUIRED                      | F.O.B.  | TERMS OF PAYMENT | SHIP VIA | BUYER                | RPQ #                       |                            |

| ITEM   | QTY | UNIT | DESCRIPTION   | UNIT COST          | EXTENSION             |
|--|-----|------|---|--------------------|-----------------------|
| 1  | 1   | EACH | PROVIDE LEASE-LEASEBACK CONSTRUCTION SERVICES FOR THE DRIFFILL ELEMENTARY SCHOOL ECDC PROJECT PER AMENDMENT #001 TO AGREEMENT #22-238 APPROVED BY THE BOARD OF TRUSTEES ON 10/18/2023 | 3,462,000.00       | \$3,462,000.00        |
| <b>ACCOUNT DISTRIBUTION</b>  |     |      |   | <b>AMOUNT</b>      |                       |
| ( 094036) 350- 6250- 7700- 0- 0000- 8500- 038- 600- CPTK- 0  |     |      |   | \$3,462,000.00     |                       |
| <p><b>IMPORTANT INSTRUCTIONS TO VENDOR</b></p> <ol style="list-style-type: none"> <li>Itemized INVOICES in Duplicate.</li> <li>Enclose PACKING LIST with ALL shipments.</li> <li>No deviation in PRICE or SUBSTITUTION in kind permitted.</li> <li>All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.</li> <li>THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.</li> <li>Purchase order number must appear on packing slip.</li> <li>Charges for the purchase in excess of 10% must be verified before delivery.</li> </ol> |     |      |   |                    |                       |
|  |     |      |   | Order Sub-Total    | \$3,462,000.00        |
|  |     |      |   | Sales Tax          | .00                   |
|  |     |      |   | Shipping           | .00                   |
|  |     |      |   | Adjustment         | .00                   |
|  |     |      |   | <b>Order Total</b> | <b>\$3,462,000.00</b> |

\*\*\*\* End of Order \*\*\*\*

AUTHORIZED BY:

*Lisa A. Franz*



## **AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #22-238**

The Lease Leaseback Agreement (“Agreement”) entered on May 17th, 2023, by and between the Oxnard School District (“District”) and Viola Inc., (“Contractor”), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #22-238 that is incorporated herein for all purposes.

### **RECITALS**

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Driffill Elementary School ECDC Project for the District’s Master Construct and Implementation Program;

WHEREAS, the District operates Driffill Elementary School located at 910 South E Street, Oxnard, CA 93030 (hereinafter referred to as the “School Facility”); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 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 Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Viola Inc. to construct thru the completion and occupancy of the new Driffill ECDC Project.

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

### AMENDMENT

The Parties agree to revise the following language to SECTION 1 of the 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 B** attached hereto to the Site Lease.

The Parties agree to add the following language to SECTION 5 of the Agreement:

The "GMP" for the Project shall be Three Million Four Hundred Sixty-Two Thousand Dollars and No Cents (\$3,462,000.00). The GMP consists of Sublease Payments in the amount of \$18,815.00 per month for 10 months for a total lease value of One Hundred Eighty-Eight Thousand One Hundred Fifty Dollars and No Cents (\$188,150.00) pursuant to terms and payment schedule as amended and set forth in the Sublease.

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.

The Parties agree to add the following language to SECTION 5 of the Agreement:

### **SECTION 12. PERSONNEL ASSIGNMENT**

A. Contractor shall assign Patrick Waid as Project Manager/~~Superintendent~~ for the Project. So long as Patrick Waid 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. But not assigned exclusively to this project. M79

**APPROVED:**

**Viola Inc.**

Michael T. Viola  
*Signature*

Michael T. Viola, President / CEO  
*Typed Name/Title*

October 25, 2023  
*Date*

**Oxnard School District:**

Lisa A. Franz  
*Signature*

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

10-30-2023  
*Date*

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #22-238**

**EXHIBIT A**

**Scope of Work**

**DRAWINGS**

Plan Sheets Prepared by Flewelling Moody, Architects Project No 3057.0000, DSA No 123351, DSA Approval August 31, 2023.

**PROJECT DESCRIPTION**

**On October 26, 2022, the State Allocation Board approved an apportionment of \$7 million from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for new classrooms at Driffill elementary school.**

**On January 19, 2023 the Board entered into an Agreement for Architectural Services with Flewelling & Moody, Architects for architectural services relating to the Driffill Elementary School New Transitional Kindergarten Facilities.**

**Pursuant to District direction, CFW, Inc., on February 3, 2023 issued an RFP/Q to lease-leaseback contractors to provide a prequalified proposal for construction services of ten new modular classrooms. Viola Inc. provided a GMP of \$3,462,000 for all associated site work and foundations prior to the delivery of the 10 modular classroom buildings.**

## GENERAL INFORMATION (1 SHEET)

T0.01 TITLE SHEET

## CIVIL (11 SHEETS)

C1.01 COVER SHEET  
C1.02 GENERAL NOTES  
C2.01 EROSION CONTROL PLAN  
C2.02 EROSION CONTROL DETAILS  
C3.01 GRADING AND PAVING PLAN  
C3.02 GRADING AND PAVING PLAN  
C3.03 SITE SECTIONS  
C4.01 UTILITY PLAN  
C5.01 DETAILS  
C5.02 DETAILS  
C5.03 SUMP PUMP DETAILS

## LANDSCAPE (7 SHEETS)

L1.01 LANDSCAPE CONSTRUCTION PLAN  
L1.02 LANDSCAPE CONSTRUCTION DETAILS  
L2.01 PLANTING PLAN  
L2.02 PLANTING PLAN  
L2.03 PLANTING PLAN  
L3.01 IRRIGATION PLAN  
L4.01 LANDSCAPE DETAILS

## ARCHITECTURAL (6 SHEETS)

A1.01 OVERALL SITE PLAN  
A1.01FA FIRE ACCESS SITE PLAN  
A1.02 ENLARGED DEMOLITION SITE PLAN  
A1.03 ENLARGED RECONSTRUCTION SITE PLAN  
A1.04 SITE DETAILS  
A1.05 TYPICAL DETAILS

## ELECTRICAL (12 SHEETS)

E-0.01 NOTES AND SYMBOLS  
E-0.03 SINGLE LINE DIAGRAMS AND PANELS SCHEDULES  
E-0.04 FIRE ALARM RISER DIAGRAM AND PANEL SCHEDULES  
E-0.05 FIRE ALARM CALCULATIONS AND DETAILS  
E-1.00 ELECTRICAL SITE PLAN  
E-1.01 ENLARGED ELECTRICAL SITE PLAN  
E-1.02 FIRE ALARM SITE PLAN  
E-1.03 DATA/COMM SITE PLAN  
E-1.04 GROUNDING SITE PLAN  
E-2.00 ENLARGED FIRE ALARM PLAN & DATA/COMM PLAN  
E-3.00 ELECTRICAL SPECIFICATIONS  
E-4.00 FIRE ALARM SPECIFICATIONS

## MANUFACTURER (9 SHEETS)

### SITE SPECIFIC SHEETS (72x40' BUILDING):

**ARCHITECTURAL**  
BA1.02 (5) 72x40' FLOOR PLAN  
BA1.03 INTERIOR ELEVATIONS & DETAILS  
BA1.04 RR FLOOR PLAN & INTERIOR ELEVATIONS  
BA1A.2 (5) 72x40' ROOF PLAN  
BA1A.3 (5) 72x40' EXTERIOR ELEVATIONS  
**MECHANICAL**  
BA2B.1 (5) 72x40' MECHANICAL & REFLECTED CEILING PLAN  
**ELECTRICAL & LIGHTING**  
BA3.2 (5) 72x40' ELECTRICAL POWER & SIGNAL PLAN  
BA3.3 (5) 72x40' LIGHTING PLAN  
**STRUCTURAL**  
BS1C.2A (5) 72x40' FOUNDATION PLAN

## PC DRAWINGS (39 SHEETS) A# 02-120100 PC

A0 COVER SHEET, BUILDING CODES & C.B.C. DATA, SHEET INDEX  
A1 FLOOR PLAN, INTERIOR ELEVATIONS  
A1.0 FLOOR PLAN OPTIONS  
A1.01 FLOOR PLAN OPTIONS  
A1N MATERIAL SPECIFICATIONS & NOTES  
A1A.1 SHED ROOF PLAN & EXTERIOR ELEVATIONS  
A1R ROOFING ATTACHMENT  
A2.0 HVAC EQUIPMENT & NOTES  
A2B "ROOF MOUNT HVAC UNIT" MECHANICAL & REFLECTED CEILING PLANS  
AGB GREEN BUILDING STANDARDS AND SOLAR READY REQUIREMENTS  
EN1 ENERGY COMPLIANCE  
EN2 ENERGY COMPLIANCE  
EN3 ENERGY COMPLIANCE  
EN4 ENERGY COMPLIANCE  
EN5 ENERGY COMPLIANCE  
EN6 ENERGY COMPLIANCE  
EN7 ENERGY COMPLIANCE  
EN8 ENERGY COMPLIANCE  
A3 ELECTRICAL POWER PLAN, SIGNAL PLAN, DETAILS, ELECTRICAL NOTES  
A3.1 LIGHTING PLAN, NOTES  
A3.10 ELECTRICAL & LIGHTING PLANS FOR TOILET ROOM OPTIONS  
AA.1.R SHED ROOF SECTIONS AND DETAILS (2X6 EXTERIOR WALLS)  
AB STUCCO MATERIAL SPECIFICATIONS  
AB.1 TYPICAL STUCCO FINISH DETAILS  
AS OPTIONAL SIDEWALL OVERHANG DETAIL  
AH INTERIOR WALL CONNECTION DETAILS  
A5 MISCELLANEOUS DETAILS  
A6.2 DETERIORATION PROTECTION  
S1 FOOTING DETAILS & NOTES  
S1C(H) CONCRETE FOUNDATION PLAN, NO CRAWL SPACE, FOOTING DETAILS & NOTES  
S1C(H) CONCRETE FOUNDATION PLAN WITH CRAWL SPACE, FOOTING DETAILS  
S1C.2 MISCELLANEOUS FOOTING DETAILS  
S2A(H) SHED ROOF, CEILING, FLOOR FRAMING PLANS, STRUCTURAL STEEL PROPERTIES, NOTES  
S3FA FASTENING SCHEDULE & NOTES  
S3A SHED ROOF LONGITUDINAL BUILDING SECTION, WALL FRAMING ELEVATIONS  
S4 STRUCTURAL CONNECTION DETAILS  
S4.1 OPTIONAL STRUCTURAL DETAILS  
S4.2 MISCELLANEOUS STRUCTURAL DETAILS  
S4.3 METAL SOFFIT PANELS, REMOVABLE CASSETTE

## SCOPE OF WORK

### THE PROJECT SCOPE CONSISTS OF THE FOLLOWING WORK:

1. NEW CONSTRUCTION OF (5) 72'-0" x 40'-0" MODULAR BUILDINGS (PC# 02-120100) WITH TOTAL OF (2) PRESCHOOL (PS) BUILDINGS, (2) TRANSITIONAL KINDERGARTEN (TK) BUILDINGS, AND (1) KINDERGARTEN (K) BUILDING WHICH INCLUDES STUDENT RESTROOMS, STAFF RESTROOMS AND HI-LO DRINKING FOUNTAINS
2. NEW PS PLAYGROUND AND K/TK PLAYGROUND
3. NEW PLAY STRUCTURE WITH RUBBERIZED SURFACING
4. SITE WORK INCLUDES:
  - a. RE-GRADING OF SITE WITH NEW ASPHALT PAVING
  - b. NEW CONCRETE WALKWAY
  - c. NEW FENCES AND GATES

TOTAL SHEETS: 85 SHEETS

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Facilities Agreement

### **Approval of Change Order #5 for Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Facilities (DeGenna/Miller/CFW)**

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The Board of Trustees approved the Enhanced Master Construct Program that focuses on increasing the number of K-8 school facilities and replacing older schools, portable classrooms, and support facilities with permanent K-5 & K-8 schools; all with the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

On October 26, 2022, the State Allocation Board approved an apportionment of \$7 million from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for new classrooms at Driffill Elementary School.

On May 17, 2023 the Board entered into an agreement with Viola Constructors to serve as the Lease-Leaseback Contractor for the project.

This Change Order is requested to provide new fire alarm components and programming for the new classrooms to integrate with the existing schools' fire alarm system.

#### **FISCAL IMPACT:**

\$39,496.36 – Master Construct and Implementation Funds

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order #05 from Viola Constructors.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Change Order #5 \(2 Pages\)](#)

[Proposal \(16 Pages\)](#)

[Amendment #1 to #22-238 Agreement, Viola Constructors \(6 pages\)](#)



# CHANGE ORDER

**Date: 11-20-2024**

**CHANGE ORDER NO. 005**

**PROJECT: Drifill Elementary School ECDC**  
**O.S.D. BID No. N/A**  
**O.S.D. Agreement No. 22-238**

**OWNER: Oxnard School District**  
 1051 South A Street  
 Oxnard, CA. 93030

**ARCHITECT Flewelling & Moody**  
 99 South Lake Ave. #300  
 Pasadena, CA 91101

**CONTRACTOR: Viola Constructors**  
 5811 Olivas Park Dr. #204  
 Ventura, CA 93003  
**Attn: Mr. Michael Viola**

**Architects Proj. No.: 3057.0000**  
**D.S.A. File No.: 56-22**  
**D.S.A. App. No.: 03-123351**

**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.**

|   |                          |
|---|--------------------------|
| <b>ORIGINAL CONTRACT SUM</b> .....                              | <b>\$ 3,462,000.00</b>   |
| <b>NET CHANGE - ALL PREVIOUS CHANGE ORDERS</b> .....            | <b>\$ (163,258.04)</b>   |
| <b>ADJUSTED CONTRACT SUM</b> .....                              | <b>\$ 3,298,741.96</b>   |
| <b>NET CHANGE</b> .....   | <b>\$ 39,496.36</b>      |
| <b>Total Change Orders to Date:</b> .....                       | <b>\$ (123,761.68)</b>   |
| <b>ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 005</b> ..... | <b>\$ 3,338,238.32</b>   |
| <b>Anticipated Commencement Date</b> .....                      | <b>November 01, 2023</b> |
| <b>Actual Commencement Date:</b> .....                          | November 01, 2023        |
| <b>Original Completion Date:</b> .....                          | August 30, 2024          |
| <b>Original Contract Time:</b> .....                            | 307 Calendar Days        |
| <b>Time Extension for all Previous Change Orders:</b> .....     | Zero Days                |
| <b>Time Extension for this Change Order:</b> .....              | Zero Days                |
| <b>Adjusted Completion Date:</b> .....                          | August 30, 2024          |
| <b>Percentage</b> .....   | <b>Zero Percent (0%)</b> |

| Item | Description   | Unforeseen Condition (UFO) | Additional Scope (AS) | Design Clarification (DC) | Code Requirement |
|------|---|----------------------------|-----------------------|---------------------------|------------------|
| 1.   | Add fire alarm components and programming per RFI #18 response and CCD #008 |                            |                       | \$39,496.36               |                  |
| 2.   |   |                            |                       |                           |                  |
| 3.   |   |                            |                       |                           |                  |
| 4.   |   |                            |                       |                           |                  |
| 5.   |   |                            |                       |                           |                  |
| 6.   |   |                            |                       |                           |                  |
|      | Totals  |                            |                       |                           |                  |

Total Change Order No. 005 ..... \$39,496.36

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

DEPUTY SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL – N/A

DATE: \_\_\_\_\_





**PCO #005**

Viola Incorporated  
 5811 Olivas Park Dr, Suite 204  
 Ventura, California 93003  
 Phone: (805) 487-3871  
 Fax: (805) 487-3870

**Project:** 23-29 - Drifill New PK, TK and Kindergarten Classroom  
 910 South E Street  
 Oxnard, California 93030

**Prime Contract Potential Change Order #005: CE #010 - Added Fire Alarm Work in accordance with RFI 018 CCD 006**

|                               |   |   |   |
|-------------------------------|---|---|---|
| <b>TO:</b>                    | Oxnard School District<br>1051 South A Street<br>Oxnard, California 93030 | <b>FROM:</b>                              | Viola Inc.<br>5811 Olivas Park Dr. Ste 204<br>Ventura, California 93003 |
| <b>PCO NUMBER/REVISION:</b>   | 005 / 0   | <b>CONTRACT:</b>                          | 1 - Drifill New PK, TK and Kindergarten Classroom                       |
| <b>REQUEST RECEIVED FROM:</b> | Tiffany Clendenen (Smith Mechanical - Electrical - Plumbing)              | <b>CREATED BY:</b>                        | Patrick Waid (Viola Inc.)   |
| <b>STATUS:</b>                | Pending - In Review   | <b>CREATED DATE:</b>                      | 11/1/2024   |
| <b>REFERENCE:</b>             | CE010 CCD 006   | <b>PRIME CONTRACT CHANGE ORDER:</b>       | None  |
| <b>FIELD CHANGE:</b>          | Yes   | <b>CHANGE ORDER REQUEST:</b>              | None  |
| <b>LOCATION:</b>              | Drifill Elementary School   | <b>ACCOUNTING METHOD:</b>                 | Amount Based  |
| <b>SCHEDULE IMPACT:</b>       | 13 days   | <b>PAID IN FULL:</b>                      | No  |
| <b>EXECUTED:</b>              | No  | <b>SIGNED CHANGE ORDER RECEIVED DATE:</b> |   |
|                               |   | <b>TOTAL AMOUNT:</b>                      | \$39,496.36   |

**POTENTIAL CHANGE ORDER TITLE:** CE #010 - Added Fire Alarm Work in accordance with RFI 018 CCD 006

**CHANGE REASON:** Existing Condition

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

CE #010 - Added Fire Alarm Work in accordance with RFI 018 CCD 006

Includes providing power, pathway for LV infrastructure, LV cable, and fiber optic cable for new system as outlined in the attached quote in accordance with RFI 018 and CCD 006.

**ATTACHMENTS:**

[CCD\\_006\\_V1.pdf](#) , [\\_004 - Added FA System.pdf](#)

| #  | Budget Code                      | Description                    | Amount             |
|--|----------------------------------|--------------------------------|--------------------|
| 1  | 26-00-00.S Electrical.Commitment | Additional FA work per CCD 006 | \$35,992.00        |
| <b>Subtotal:</b>                                   |                                  |                                | <b>\$35,992.00</b> |
| Fee (6.00% Applies to all line item types.):       |                                  |                                | \$2,159.52         |
| Insurance (2.50% Applies to all line item types.): |                                  |                                | \$953.79           |
| Bond (1.00% Applies to all line item types.):      |                                  |                                | \$391.05           |
| <b>Grand Total:</b>                                |                                  |                                | <b>\$39,496.36</b> |

**Jun Tanaka (Flewelling & Moody)**

**Oxnard School District**  
 1051 South A Street  
 Oxnard, California 93030

**Viola Inc.**

5811 Olivas Park Dr. Ste 204  
 Ventura, California 93003

DocuSigned by:

*Patrick Waid*

11/1/2024

AB0FAE16E6E4413...

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE




140

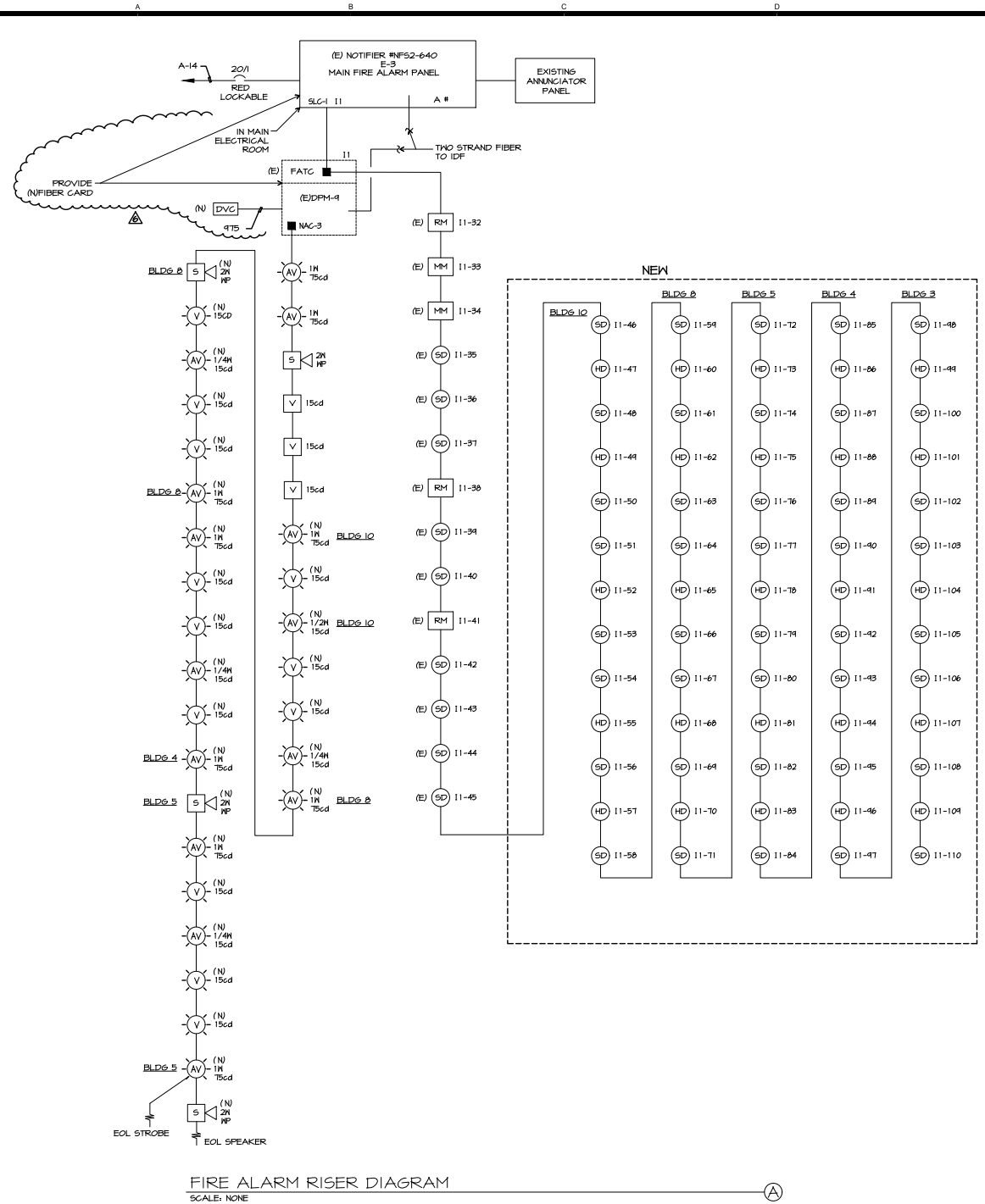
# APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. 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, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

|  |                  |   |   |  |
|--|------------------|---|---|--|
| <b>1. SUBMITTAL TYPE: (Is this a resubmittal? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>)</b>   |                  |   |   |  |
| Deferred Submittal <input type="checkbox"/>  | Addendum Number: | Revision Number:  | CCD Number: 006   | Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/> |
| <b>2. PROJECT INFORMATION:</b>   |                  |   |   |  |
| School District/Owner: <u>Oxnard School District</u>   |                  |   | DSA File Number: <u>56 22</u>   |  |
| Project Name/School: <u>(5) New Modular Classroom Buildings / Driffill Elementary School</u>   |                  |   | DSA Application Number <u>03 123351</u>   |  |
| <b>3. APPLICANT INFORMATION:</b>   |                  |   |   |  |
| Date Submitted: <u>10/02/24</u>  |                  | Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? <u>3</u> |   |  |
| Firm Name: <u>Flewelling &amp; Moody</u>   |                  | Contact Name: <u>Jun Tanaka</u>   |   |  |
| Work Email: <u>jtanaka@flewelling-moody.com</u>  |                  | Work Phone: <u>(323) 543-8300</u>   |   |  |
| Firm Address: <u>99 S. Lake Ave. Suite 300</u>   |                  | City: <u>Pasadena</u>   | State: <u>CA</u>  | Zip Code: <u>91101</u>   |
| <b>4. REASON FOR SUBMITTAL: (Check applicable boxes)</b>   |                  |   |   |  |
| <input type="checkbox"/> For revision or addendum prior to construction.   |                  |   | <input checked="" type="checkbox"/> For a project currently under construction. |  |
| <input type="checkbox"/> For a project that has a form DSA 301-N: Notification of Requirement for Certification, DSA 301-P: Posted Notification of Requirement for Certification or a 90-Day Letter issued.  |                  |   |   |  |
| <input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.  |                  |   |   |  |
| <input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).   |                  |   |   |  |
| <b>5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:</b>   |                  |   |   |  |
| Name of the Design Professional In General Responsible Charge: <u>Scott F. Gaudineer</u>   |                  |   |   |  |
| Professional License Number: <u>C-14211</u>  |                  |   | Discipline: <u>Architect</u>  |  |
| <b>Design Professional in General Responsible Charge Statement:</b> The attached post-approval 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: <u></u><br>DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE   |                  |   |   |  |
| <b>6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:</b>  |                  |   |   |  |
| For addenda, revisions, or CCDs: CHECK THIS BOX <input checked="" type="checkbox"/> to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form DSA 1: Application for Approval of Plans and Specifications for this project. (For Deferred Submittals, refer to IR A-18: Use of Construction Documents Prepared by Other Professionals, and IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents, when applicable, for signature and seal requirements.) |                  |   |   |  |
| Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed):<br><u>Fire alarm sheets were revised to include new Digital Voice Command (DVC) and a fiber card to address the existing field condition.</u>  |                  |   |   |  |
| List of DSA-approved drawings affected by this post-approval document:<br><u>E-0.04, E-0.5, E-1.02</u>   |                  |   |   |  |

| DSA USE ONLY   |                          |           |
|--|--------------------------|-----------|
|  | Returned                 | DSA STAMP |
| SSS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required<br>Comments: _____ | Date: _____<br>By: _____ |           |
| FLS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required<br>Comments: _____ |                          |           |
| ACS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required<br>Comments: _____ |                          |           |



FIRE ALARM RISER DIAGRAM  
SCALE: NONE

**FIRE ALARM NOTES**

1. APPLICABLE STANDARD NFPA 72, AS ADOPTED AND AMENDED IN CBC CHAPTER 39.
2. INSTALLATION OF THE SYSTEMS SHALL NOT BE STARTED UNTIL DETAILED DESIGN DOCUMENTS AND SPECIFICATIONS, INCLUDING STATE FIRE MARSHAL LISTING NUMBERS FOR EACH COMPONENT OF THE SYSTEM HAS BEEN APPROVED BY DSA.
3. UPON COMPLETION OF SYSTEM INSTALLATION A SATISFACTORY TEST OF THE ENTIRE SYSTEM SHALL BE MADE IN THE PRESENCE OF A DSA PROJECT INSPECTOR.
4. A STAMPED SET OF APPROVED FIRE ALARM DESIGN DOCUMENTS SHALL BE ON THE JOB SITE AND USED FOR INSTALLATION.
5. ANY DISCREPANCIES BETWEEN THE DRAWINGS AND THE CODE OR RECOGNIZED STANDARDS SHALL BE BROUGHT TO THE ATTENTION OF DSA AND THE ARCHITECT/ENGINEER OF THE PROJECT.
6. DSA, ARCHITECT/ENGINEER AND OWNER SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO THE FINAL INSPECTION AND/OR TESTING.
7. ALL PENETRATIONS THROUGH RATED ASSEMBLIES REQUIRING OPENING PROTECTION SHALL BE PROVIDED WITH A PENETRATION FIRE STOP SYSTEM AS IDENTIFIED IN CBC CHAPTER 7.11.11 OR OTHER APPROVED LAB TESTING CRITERIA. APPROVED TYPES OF MATERIALS SHALL BE IDENTIFIED WITHIN THE PROJECT SPECIFICATIONS WITHIN THE FIRE ALARM SYSTEM.
8. WALL MOUNTED VISIBLE NOTIFICATION DEVICES SHALL HAVE THEIR BOTTOMS MOUNTED AT 804 MINIMUM AND 964 MAXIMUM FROM FINISHED FLOOR.
9. WALL MOUNTED AUDIBLE NOTIFICATION DEVICES SHALL HAVE THEIR TOPS MOUNTED AT 804 MINIMUM AND 1004 MAXIMUM FROM FINISHED FLOOR AND NO CLOSER THAN 64 TO A HORIZONTAL STRUCTURE.
10. AUDIBLE DEVICES SHALL PROVIDE A SOUND PRESSURE LEVEL OF 15 DECIBELS (DBA) ABOVE THE AVERAGE AMBIENT SOUND LEVEL OR FIVE DBA ABOVE THE MAXIMUM SOUND LEVEL HAVING A DURATION OF AT LEAST 60 SECONDS, WHICHEVER IS GREATER, IN EVERY OCCUPIABLE SPACE WITHIN THE BUILDING.
11. AUDIBLE DEVICES SHALL BE SYNCHRONIZED TEMPORAL CODE 3 PATTERN.
12. THE CONTRACTOR SHALL ADJUST/INSTALL ALL DEVICES TO MAXIMIZE PERFORMANCE AND TO MINIMIZE FALSE ALARMS.
13. VISIBLE DEVICES SHOULD NOT EXCEED TWO FLASHES PER SECOND AND SHOULD NOT BE SLOWER THAN ONE FLASH EVERY SECOND. THE DEVICE SHALL HAVE A FLASHING LIGHT SOURCE NOT LESS THAN 1/8" DIAMETER. VISIBLE DEVICES WITHIN 55' FROM EACH OTHER SHALL BE SYNCHRONIZED.
14. UNDERGROUND AND EXTERIOR CONDUITS TO HAVE WATER TIGHT FITTINGS AND WIRE TO BE APPROVED FOR WET LOCATIONS.
15. ALL FIRE ALARM WIRING SHALL BE FFLOR FPLP (FIRE POWER LIMITED OR FIRE POWER LIMITED PLENUM AS REQUIRED FOR APPLICATION. WIRING IN CONDUIT ABOVE GROUND MAY BE TYPE THIN OR THIN).
16. PER CEC STANDARDS, ALL WIRING TO BE PULLED THROUGH EACH JUNCTION BOX AND CONNECTED DIRECTLY TO EACH FIRE DEVICE. DO NOT SPLICE THE WIRE. ALL BOXES TO BE SIZED PER CEC.
17. SMOKE DETECTORS SHALL NOT BE ANY CLOSER THAN 14" FROM FIRE SPRINKLERS OR 3" FROM ANY SUPPLY DIFFUSER. IN AREA OF CONSTRUCTION OR POSSIBLE DAMAGE/CONTAMINATION ON NEWLY INSTALLED FIRE ALARM DEVICES SHALL BE COVERED UNTIL THAT AREA IS READY TO BE TURNED VER TO THE OWNER.
18. ALL FIRE ALARM CIRCUITS SHALL BE IN CONDUIT, SURFACE RACEWAY OR OPEN RUN ABOVE CEILINGS, UNDER FLOORS AND IN WALLS IN A NEAT AND PROTECTED MANNER AS INDICATED ON DESIGN DOCUMENTS. EXPOSED CIRCUITS ARE ONLY PERMITTED WHEN NOTED AS EXPOSED ON DESIGN DOCUMENTS.
19. FIRE ALARM PANEL, REMOTES, AND COMPONENTS SHALL BE SECURED TO MOUNTING SURFACES PER MANUFACTURERS SPECIFICATIONS. NO SINGLE DEVICE SHALL EXCEED 20 LBS. WITHOUT SPECIAL MOUNTING DETAILS.
20. A DEDICATED BRANCH CIRCUIT SHALL BE PROVIDED FOR FIRE ALARM EQUIPMENT. THIS CIRCUIT SHALL BE ENERGIZED FROM THE COMMON USE AREA PANEL. AND SHALL HAVE NO OTHER OUTLETS. THE BREAKER SHALL HAVE A RED LOCKING DEVICE TO BLOCK THE HANDLE IN THE 90° POSITION. THE CIRCUIT BREAKER SHALL BE LABELED (FIRE ALARM CIRCUIT CONTROL) CIRCUIT ID TO BE LABELED AT FIRE PANEL/EXTENDERS.
21. THE INSTALLING CONTRACTOR SHALL PROVIDE A COMPLETED SYSTEM RECORD OF COMPLETION PER NFPA 72, FIGURE 11.8.2.
22. FIRE ALARM CONTROL PANELS AND REMOTE ANNUNCIATORS SHALL BE INSTALLED WITH THEIR BOTTOMS MOUNTED AT 48" ABOVE THE FINISHED FLOOR.
23. MICROPHONES ASSOCIATED WITH EMERGENCY VOICE ALARM COMMUNICATION SYSTEMS (EVAC) SHALL BE ACCESSIBLE FOR USE, INSTALLED IN COMPLIANCE WITH CBC SECTIONS 11B-305 AND 11B-308.
24. THE INSTALLING CONTRACTOR SHALL PROVIDE SYSTEM PROGRAMMING FOR SUPERVISORY MONITORING PER CBC SECTION 401.6.2.
25. SUPERVISORY MONITORING SHALL BE TESTED AND VERIFIED AS SENDING CORRECT SIGNALS IN CONJUNCTION WITH FINAL ACCEPTANCE TEST.
26. OWNER SHALL BE RESPONSIBLE FOR ESTABLISHING A FIRE SYSTEM MONITORING CONTRACT OR PROVISIONS.

**FIRE WATCH, FIRE MARSHAL REQUIREMENTS;  
REQUIREMENTS FOR DISABLING THE FIRE ALARM SYSTEM;**

1. AS REQUIRED BY THE 2016 CALIFORNIA FIRE CODE, SECTION 901.7, STANDBY PERSONNEL OR SYSTEMS TEMPORARILY "OUT OF SERVICE". THE LOCAL FIRE MARSHAL IS AUTHORIZED TO REQUIRE THE CONTRACTOR TO PROVIDE STANDBY PERSONNEL AS SET FORTH IN THESE SECTIONS, UNTIL THE SYSTEM IS RESTORED TO OPERATION.
2. SUCH INDIVIDUALS SHALL BE SUBJECT TO THE LOCAL FIRE MARSHAL'S ORDER AT ALL TIMES WHEN SO EMPLOYED AND SHALL REMAIN ON DUTY DURING THE TIME SUCH PLACES ARE OPEN TO THE PUBLIC OR WHEN SUCH PUBLIC ACTIVITY IS BEING CONDUCTED. FIRE WATCH PERSONNEL SHALL BE PROVIDED WITH AT LEAST ONE APPROVED MEANS FOR NOTIFICATION OF THE FIRE DEPARTMENT.
3. SUCH INDIVIDUALS SHALL KEEP A DILIGENT WATCH FOR FIRES AND BE ABLE TO TAKE PROMPT AND APPROPRIATE ACTION IN THE EVENT OF A FIRE. SUCH INDIVIDUALS SHALL NOT BE REQUIRED OR PERMITTED, WHILE ON DUTY, TO PERFORM ANY OTHER DUTIES THAN THOSE HEREIN SPECIFIED.

PTN 22558-112 APPL 03-123351



**FLEWELLING & MOODY**  
architecture planning interiors

HEADQUARTERS OFFICE:  
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E-MAIL: [info@flewellingmoody.com](mailto:info@flewellingmoody.com)

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E-Mail: [info@flewellingmoody.com](mailto:info@flewellingmoody.com)

An Employee Owned Corporation

CONTRACT



|             |          |
|-------------|----------|
| Drawn by    |          |
| Checked by  |          |
| Project No. | 19022024 |
| Revision    | CCD-05A  |

All dimensions must be checked at the job site by the contractor who accepts full responsibility for their accuracy after the contract. Any dimensions not specified on the contract drawings have been prepared by a specific job. Any and all responsibility for their use must be on the contractor and not the design engineer by Flewelling & Moody.

OXNARD SCHOOL DISTRICT  
ORIFILL ELEMENTARY SCHOOL  
(5) NEW MODULAR CLASSROOM BUILDINGS  
910 SOUTH 17<sup>TH</sup> STREET  
OXNARD, CA 91320

**FIRE ALARM RISER  
DIAGRAM AND  
PANEL SCHEDULES**

NO. 3057.0000  
DATE 04-20-2024  
E-0.04

| FIRE ALARM SYMBOL LIST MATRIX |                                 |                     |   |      |                |
|-------------------------------|---------------------------------|---------------------|---|------|----------------|
| SYMBOL                        | DEVICE                          | SYMBOL              | DESCRIPTION                               | QTY  | LISTING        |
| (E)                           | MAIN FIRE ALARM PANEL           | NOTIFIER NFS-320    | SURFACE MOUNT W/ SOFTWARE UPDATE          | 7    | 7165-0028-0243 |
| (E)                           | DVC                             | NOTIFIER DVC-EMP    | SURFACE MOUNT                             | 7    | 7165-0028-0224 |
| (E)                           | DAA-525                         | NOTIFIER DAA-525    | PART OF DVC                               | 7    | 7165-0028-0224 |
| (E)                           | DAC                             | NOTIFIER 411-DAC    | PART OF NFS-320                           | 7    | 7300-0075-0174 |
| (N)                           | SMOKE DETECTOR                  | NOTIFIER FSP-851    | PROVIDE BASE 8210 LPAH ON 4" SQ. DEEP BOX | 7272 | 0028-0206      |
| (N)                           | HEAT DETECTOR (IN ATTIC SPACE)  | NOTIFIER FST-851H   | PROVIDE BASE 8210 LPAH ON 4" SQ. DEEP BOX | 7270 | 0028-0196      |
| (N)                           | EXTERIOR SPEAKER WALL MOUNT     | SYSTEM SENSOR SP8KA | PROVIDE MY88 BACKBOX                      | 7230 | 1653-0201      |
| (E)                           | ADDRESSABLE MANUAL PULL STATION | NOTIFIER MB-12X     | PROVIDE 4" SQ. DEEP BOX                   | 7150 | 0028-0196      |
| (N)                           | SPEAKER STROBE CEILING MOUNT    | SYSTEM SENSOR SP8KA | PROVIDE SP8858 BACK BOX 4" SQ. DEEP BOX   | 7300 | 1653-0201      |
| (N)                           | STROBE                          | NOTIFIER SRK        | PROVIDE 4" SQ. DEEP BOX                   | 7125 | 1653-0196      |
| (E)                           | DISTR. POWER MODULE             | NOTIFIER POPS-24    | SM  | 7185 | 4173-0125      |

| VOICE PANEL BATTERY CALCULATION - DVC @ FAC              |          |                               |        |                         |         |
|--|----------|-------------------------------|--------|-------------------------|---------|
| EQUIPMENT DESCRIPTION                                    | QUANTITY | SUPERVISORY CURRENT (AMPERES) |        | ALARM CURRENT (AMPERES) |         |
|  |          | EXISTING                      | NEW    | EACH                    | TOTAL   |
| DVC  | 1        | 0                             | 0.44   | 0.44                    | 0.44    |
| DAA-525  | 1        | 0                             | 0.36   | 0.36                    | 1.5     |
| NCA  | 1        | 0                             | 0.4    | 0.4                     | 0.4     |
| 1/4 Watt Speaker   | 35       | 0                             | 0      | 0.017                   | 0.595   |
| 1/2 Watt Speaker   | 8        | 0                             | 0      | 0.044                   | 0.352   |
| 1 Watt Speaker   | 16       | 0                             | 0      | 0.088                   | 1.004   |
| 2 Watt Speaker   | 8        | 0                             | 0      | 0.176                   | 1.330   |
| VISUALS  | 75       | 0                             | 0      | 0                       | 0       |
| VISUALS  | 30       | 0                             | 0      | 0.054                   | 0.406   |
| VISUALS  | 15       | 0                             | 0      | 0.027                   | 0.203   |
| SUB TOTAL AMPERES  |          |                               | 1.19   | 1.90                    | 4.90    |
| SUB TOTAL AMPERE-HOURS                                   |          | 24 HOURS                      | 28.56  | 45.60                   | 117.60  |
| TOTAL REQUIRED AMPERE-HOURS FOR DISTRIBUTED POWER MODULE |          |                               | 30.216 | 47.5                    | 119.716 |
| BATTERY NONLINEAR DISCHARGE CHARACTERISTIC FACTOR        |          |                               | 36.531 | 54.6                    | 140.847 |
| TOTAL MINIMUM AMPERE HOURS REQUIRED                      |          |                               | 36.531 | 54.6                    | 140.847 |
| PROPOSED BATTERY CAPACITY                                |          |                               | 36.53  | 54.6                    | 140.85  |

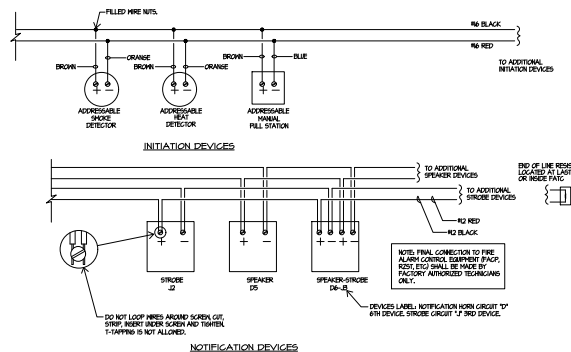
CENTRAL STATION MONITORING  
 COMPANY NAME: DIAL SECURITY  
 ADDRESS: 700 W. VENTURA BLV. CAMARILLO, CA 93010  
 PHONE: (805) 366-0270  
 LICENSE NUMBER: CA ACC 0489  
 U.L.I. LISTING: CE26

| FAC BATTERY CALCULATION FAC- GANWELL PCE-3               |          |                               |        |                         |       |
|--|----------|-------------------------------|--------|-------------------------|-------|
| EQUIPMENT DESCRIPTION                                    | QUANTITY | SUPERVISORY CURRENT (AMPERES) |        | ALARM CURRENT (AMPERES) |       |
|  |          | EXISTING                      | NEW    | EACH                    | TOTAL |
| FIRE ALARM PANEL   | 1        | 0                             | 0.2    | 0.2                     | 0.2   |
| DIGITAL BLUETOOTH COMMUNICATION                          | 1        | 0                             | 0.35   | 0.35                    | 0.35  |
| DVC  | 0        | 0                             | 0.44   | 0.44                    | 0     |
| DAA-525  | 0        | 0                             | 0.36   | 0.36                    | 0     |
| 1/4 Watt Speaker   | 35       | 0                             | 0.000  | 0.000                   | 0.000 |
| 1/2 Watt Speaker   | 8        | 0                             | 0.000  | 0.000                   | 0.000 |
| 1 Watt Speaker   | 16       | 0                             | 0.000  | 0.000                   | 0.000 |
| 2 Watt Speaker   | 8        | 0                             | 0.000  | 0.000                   | 0.000 |
| VISUALS  | 15       | 0                             | 0.000  | 0.000                   | 0.000 |
| VISUALS  | 30       | 0                             | 0.000  | 0.000                   | 0.000 |
| VISUALS  | 15       | 0                             | 0.000  | 0.000                   | 0.000 |
| SUB TOTAL AMPERES  |          |                               | 0.79   | 1.35                    | 1.35  |
| SUB TOTAL AMPERE-HOURS                                   |          | 24 HOURS                      | 18.96  | 32.4                    | 32.4  |
| TOTAL REQUIRED AMPERE-HOURS FOR DISTRIBUTED POWER MODULE |          |                               | 17.529 | 31.05                   | 31.05 |
| BATTERY NONLINEAR DISCHARGE CHARACTERISTIC FACTOR        |          |                               | 21.035 | 37.26                   | 37.26 |
| TOTAL MINIMUM AMPERE HOURS REQUIRED                      |          |                               | 21.035 | 37.26                   | 37.26 |
| PROPOSED BATTERY CAPACITY                                |          |                               | 21.035 | 37.26                   | 37.26 |

| FIRE ALARM BATTERY CALCULATION-NAC-HPFFS                 |          |                               |       |                         |        |
|--|----------|-------------------------------|-------|-------------------------|--------|
| EQUIPMENT DESCRIPTION                                    | QUANTITY | SUPERVISORY CURRENT (AMPERES) |       | ALARM CURRENT (AMPERES) |        |
|  |          | EXISTING                      | NEW   | EACH                    | TOTAL  |
| NAC  | 1        | 0                             | 0.060 | 0.060                   | 0.140  |
| NM   | 2        | 0                             | 0.000 | 0.000                   | 0.000  |
| NM   | 2        | 0                             | 0.000 | 0.000                   | 0.000  |
| AUDIBLE/VISUALS  | 15       | 0                             | 0     | 0                       | 0.264  |
| AUDIBLE/VISUALS  | 30       | 0                             | 0     | 0                       | 0.528  |
| AUDIBLE/VISUALS  | 15       | 0                             | 0     | 0                       | 0.264  |
| AUDIBLE/VISUALS  | 75       | 0                             | 0     | 0                       | 0.840  |
| SUB TOTAL AMPERES  |          |                               | 0.120 | 0.120                   | 1.932  |
| SUB TOTAL AMPERE-HOURS                                   |          | 24 HOURS                      | 2.88  | 2.88                    | 46.368 |
| TOTAL REQUIRED AMPERE-HOURS FOR DISTRIBUTED POWER MODULE |          |                               | 2.88  | 2.88                    | 46.368 |
| BATTERY NONLINEAR DISCHARGE CHARACTERISTIC FACTOR        |          |                               | 3.456 | 3.456                   | 55.642 |
| TOTAL MINIMUM AMPERE HOURS REQUIRED                      |          |                               | 3.456 | 3.456                   | 55.642 |
| PROPOSED BATTERY CAPACITY                                |          |                               | 3.456 | 3.456                   | 55.642 |

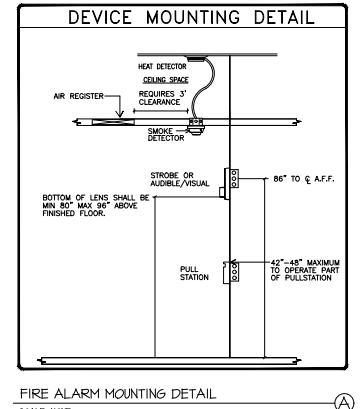
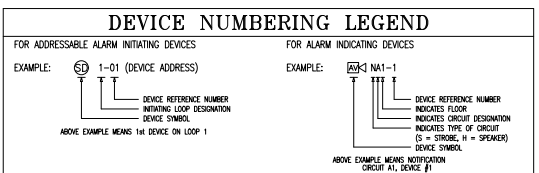
| VOLTAGE DROP CALCULATIONS |    |               |              |         |              |        |
|---------------------------|----|---------------|--------------|---------|--------------|--------|
| CIRCUIT                   | 2x | LENGTH x AMPS | RESISTANCE x | VOLTS   | VOLTAGE DROP |        |
| NAC-3                     | 2  | 600           | 0.948        | 0.00205 | 2.332        | 9.72 % |

| FIRE ALARM SEQUENCE OF OPERATION                         |                |               |                              |                                    |              |              |                                      |  |                                      |  |
|--|----------------|---------------|------------------------------|------------------------------------|--------------|--------------|--------------------------------------|--|--------------------------------------|--|
| SYSTEM INPUTS  | SYSTEM OUTPUTS |               |                              |                                    |              |              |                                      |  |                                      |  |
|  | SMOKE DETECTOR | HEAT DETECTOR | FIRE ALARM SYSTEM ON BATTERY | FIRE ALARM SYSTEM ON POWER FAILURE | OVER CIRCUIT | GROUND FAULT | NOTIFICATION APPLIANCE CIRCUIT SHORT | ACTIVATE COMMON ALARM SIGNAL INDICATOR (RED LED) | ACTIVATE ALARM SIGNAL (PEZZO BUZZER) | ACTIVATE COMMON SUPERVISORY SIGNAL INDICATOR (AMBER LED) |
| ACTIVATE COMMON ALARM SIGNAL INDICATOR (RED LED)         | •              | •             | •                            | •                                  | •            | •            | •                                    | •  | •                                    | •  |
| ACTIVATE ALARM SIGNAL (PEZZO BUZZER)                     | •              | •             | •                            | •                                  | •            | •            | •                                    | •  | •                                    | •  |
| ACTIVATE COMMON SUPERVISORY SIGNAL INDICATOR (AMBER LED) | •              | •             | •                            | •                                  | •            | •            | •                                    | •  | •                                    | •  |
| ACTIVATE ALARM TROUBLE SIGNAL INDICATOR (AMBER LED)      | •              | •             | •                            | •                                  | •            | •            | •                                    | •  | •                                    | •  |
| ACTIVATE ALARM TROUBLE SIGNAL (PEZZO BUZZER)             | •              | •             | •                            | •                                  | •            | •            | •                                    | •  | •                                    | •  |
| ACTIVATE TROUBLE SIGNAL INDICATOR (RED LED)              | •              | •             | •                            | •                                  | •            | •            | •                                    | •  | •                                    | •  |
| ACTIVATE TROUBLE SIGNAL (PEZZO BUZZER)                   | •              | •             | •                            | •                                  | •            | •            | •                                    | •  | •                                    | •  |
| TRANSMIT FIRE ALARM SIGNAL TO SUPERVISING STATION        | •              | •             | •                            | •                                  | •            | •            | •                                    | •  | •                                    | •  |
| TRANSMIT TROUBLE SIGNAL TO SUPERVISING STATION           | •              | •             | •                            | •                                  | •            | •            | •                                    | •  | •                                    | •  |



FIRE ALARM DEVICES TYPICAL WIRING DIAGRAM  
 SCALE: NONE

**SCOPE OF WORK**  
 THIS IS AN ADDITION TO A COMPLETELY AUTOMATIC AND ADDRESSABLE EMERGENCY VOICE ALARM COMMUNICATION SYSTEM. INITIAL DEVICES AS SHOWN IN EQUIPMENT LEGEND AND FLOORPLANS OF THIS DRAWING PACKAGE. UPON COMPLETION A COMPLETE PRETEST SHALL BE PERFORMED TO VERIFY FUNCTIONALITY. IF THE FUNCTIONALITY IS COMPLETE THEN THE PROPER DOCUMENTATION SHALL BE SUBMITTED TO THE AUTHORITY HAVING JURISDICTION PRIOR TO SCHEDULING A FINAL INSPECTION.



FIRE ALARM MOUNTING DETAIL  
 SCALE: NONE

PTN 22538-112 APPL 03-123351



HEADQUARTERS OFFICE:  
 815 Colorado Blvd, Suite 200  
 Los Angeles, CA 90041  
 Phone: 323.444.8300  
 E-Mail: flewellingmoody@flewellingmoody.com

ANTELOPE VALLEY OFFICE:  
 103 West Lancaster Boulevard  
 Lancaster, California 93534  
 Phone: 801.648.0771  
 E-Mail: flewellingmoody@flewellingmoody.com

An Employee Owned Corporation



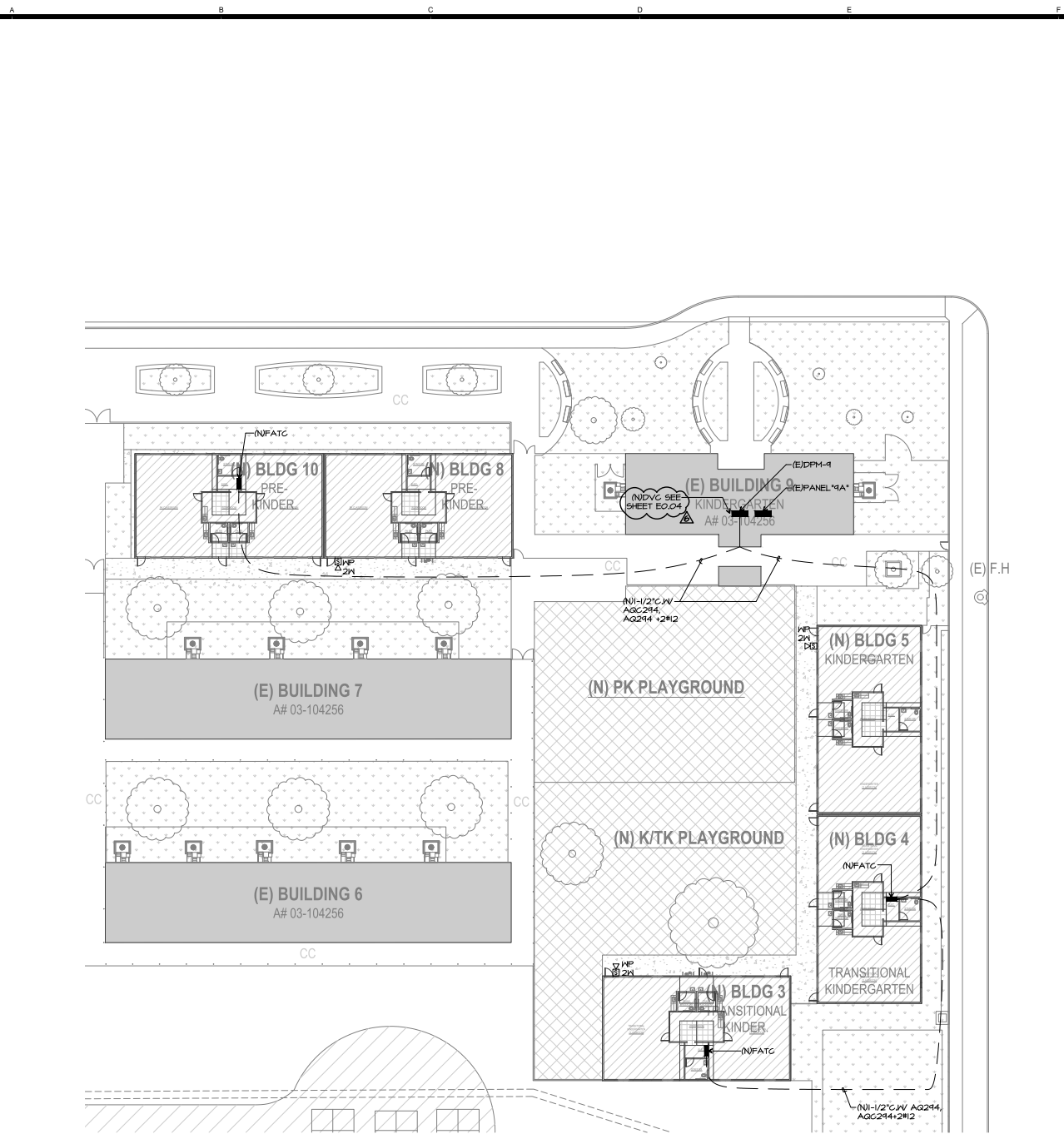
Drawn by: \_\_\_\_\_  
 Checked by: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Date: 10/22/2024  
 Description: CCD-26A

All dimensions must be provided at the job by the contractor who accepts full responsibility for their accuracy under the contract. These drawings and specifications are prepared by the contractor and are not intended to be a contract document. The contractor shall be responsible for their use and for any other risks or liabilities incurred by the contractor.

OXNARD SCHOOL DISTRICT  
 DRIFFIELD ELEMENTARY SCHOOL  
 (S) NEW MODULAR CLASSROOM BUILDINGS  
 910 SOUTH 17<sup>TH</sup> STREET  
 OXNARD, CA 93330

FIRE ALARM CALCULATIONS AND DETAILS

Date: 10/22/2024  
 Scale: E-0.5



FIRE ALARM SITE PLAN

SCALE: 1/16" = 1'-0"

PTN 22538-112 APPL 03-123351



**FLEWELLING & MOODY**  
architecture planning interiors

HEADQUARTERS OFFICE:  
815 Colorado Blvd, Suite 200  
Los Angeles, CA 90041  
Phone: (213) 442-8000  
E-Mail: fw@flewellingmoody.com

ANTELOPE VALLEY OFFICE:  
1035 West Lancaster Boulevard  
Lancaster, California 93304  
Phone: (818) 548-0771  
E-Mail: fw@flewellingmoody.com

An Employee Owned Corporation



|            |            |
|------------|------------|
| Drawn by   |            |
| Checked by |            |
| Project    |            |
| No.        | 10022024   |
| Date       | 09/22/2024 |
| Revision   | CCD-05A    |

All dimensions must be checked at the job by the contractor who accepts full responsibility for their accuracy under the contract. These plans & the specifications/contract documents have been prepared for a specific site. Any and all responsibility for their use outside of its project or any other site is hereby disclaimed by Flewelling & Moody.

OXNARD SCHOOL DISTRICT  
DRIFILL ELEMENTARY SCHOOL  
(5) NEW MODULAR CLASSROOM BUILDINGS  
910 SOUTH 17<sup>TH</sup> STREET  
OXNARD, CA 93332

FIRE ALARM SITE PLAN

|          |            |
|----------|------------|
| File No. | 2057.0000  |
| Date     | 08-20-2024 |
| Sheet    | E-1.02     |

**Extra Work Proposal  
Labor and Material Breakdown**



Job # : 60110001

Date : 10/28/2024

Job Name : Drifill Elementary School

Extra Work Proposal # : 004

Description of work: Fire Alarm Addition

Includes providing power, pathway for LV infrastrure, LV cable, and fiber optic cable for new system as outlined in the attached quote.

Excludes trenching, excavation, sawcutting, patching, repair, or replacement of any finished surface.

Excludes coring and/or x-ray for in-wall or floor penetrations.

Work to be performed during normal business hours.

Pricing Breakdown:

|  |       |           |                  |
|--|-------|-----------|------------------|
| Electrical-Field                       |       | \$        | 21,264.90        |
| Subcontracts                           |       | \$        | 10,056.19        |
| Jobsite Expenses                       |       | \$        | 91.00            |
| Sales Tax                              | 9.25% | \$        | 759.31           |
| <b>TOTAL COST</b>                      |       | <b>\$</b> | <b>32,171.40</b> |
| + Overhead                             | 15%   | \$        | 3,317.28         |
| + Subcontracts Overhead/Fee            | 5%    | \$        | 502.81           |
| <b>Total Extra Work Proposal Price</b> |       | <b>\$</b> | <b>35,992.00</b> |

Time extension required because of labor added by this change is 13.8 workdays

This proposal includes 110 straight time field hours, - overtime field hours,  
- double time field hours, & - shift work field hours.

ACCO is:

Proceeding with this work: \_\_\_\_\_ Waiting for authorization: X

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: Tiffany Clendening  
Project Manager

Date: 10/28/2024

Approved by: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**EWP #: 004**

**Extra Work Proposal Breakdown**



**Job #: 60110001**

**Job Name: Drifill Elementary School**

**Date: 10/28/2024**

| <b>ELECTRICAL - FIELD INSTALL</b>            |    |  | HRS (ST)            | HRS(OT) | HRS(DT) | HRS(SHIFT) | LABOR RATE       | LABOR \$     | MATERIAL \$ / OTHER \$ | TOTAL \$     |
|--|----|--|---------------------|---------|---------|------------|------------------|--------------|------------------------|--------------|
| Added Electrical Work                        |    |  | 102.0               |         |         |            | \$ 118.66        | \$ 12,106.88 | \$ 8,208.74            | \$ 20,315.62 |
| Clean-up for added work                      | 2% |  | 2.0                 | 0.0     | 0.0     | 0.0        | \$ 118.66        | \$ 237.32    |                        | \$ 237.32    |
| Non-Productive Field General Foreperson Time | 5% |  | 6.0                 | 0.0     | 0.0     | 0.0        | \$ 118.66        | \$ 711.96    |                        | \$ 711.96    |
| <b>Electrical Field Totals:</b>              |    |  | 110.0               | 0.0     | 0.0     | 0.0        |                  | \$ 13,056.16 | \$ 8,208.74            | \$ 21,264.90 |
| <b>SUBCONTRACTS</b>                          |    |  | <b>TOTAL \$</b>     |         |         |            |                  |              |                        |              |
| Fire Alarm                                   |    |  |                     |         |         |            |                  |              |                        | \$ 10,056.19 |
| <b>Subcontract Total:</b>                    |    |  | <b>\$ 10,056.19</b> |         |         |            |                  |              |                        |              |
| <b>Jobsite Expenses</b>                      |    |  | <b># PAGES</b>      |         |         |            | <b>RENTAL \$</b> |              | <b>TOTAL \$</b>        |              |
| Truck Charge                                 |    |  |                     |         |         |            |                  |              |                        | \$ 91.00     |
| <b>Jobsite Expense Total:</b>                |    |  |                     |         |         |            | \$ -             |              | <b>\$ 91.00</b>        |              |

### Change Order Request



**Deep Blue Integration, Inc.**

**3442 Empresa Drive Suite C San Luis Obispo, CA**

**Phone 888.6000.DBI • Fax 805.791.2037 • www.deepblueintegration.com • C-10, C-16 943465**

Project Name:

OSD Drifhill Elementary  
Fire Alarm & Emergency Communication System

DBI Change Order # 1  
RFI# Smith RFI018  
Date 10/18/2024

Contractor:

Smith MEP - ACCO

References: Add ECS  
Digital Voice Command  
Attachments: CCD\_006\_V1

**Basis of Change Order**

|                                     |                   |                                     |                     |
|-------------------------------------|-------------------|-------------------------------------|---------------------|
| <input type="checkbox"/>            | Error/Omission    | <input checked="" type="checkbox"/> | Differing Condition |
| <input checked="" type="checkbox"/> | Owner Request     | <input type="checkbox"/>            | Field Resolution    |
| <input type="checkbox"/>            | Value Engineering | <input checked="" type="checkbox"/> | Other               |
| <input checked="" type="checkbox"/> | Field Revision    | <input type="checkbox"/>            |                     |

Current Completion Date  
Contract Days Changed  
Revised Completion Date

**Cost Summary:**

|                      |       |            |
|----------------------|-------|------------|
| COR Preparation      |       | \$0.00     |
| Labor                |       | \$818.36   |
| Fringes              |       | \$123.59   |
| Equipment & Trucking |       | \$0.00     |
| Material             |       | \$8,179.31 |
| Misc.                |       | \$0.00     |
| Overhead             | 5.0%  | \$456.06   |
| Profit               | 5.0%  | \$478.87   |
| Subcontractor        | 10.0% | \$0.00     |

**Change Order Total \$10,056.19**

**Description of Change**

Deep Blue Integration, Inc. (DBI) will provide changes to equipment quantities per Engineer of Record Directive to add Digital Voice Command and associated digital audio amplifier. This equipmnet will co-locate with the existign NOTIFIER NfS2-640 Fire Alarm CONTROL Unit shown in picture response to RFI018 from SMith MEP (ACCO). This COR includes equipment, skilled labor at current DIR 2024-2 Ventura County Inside Wireman Prevailing Wages for DVC and FACU programming, pre-testing, final testing & commisioning per Code when on-site, sales tax, mobilization, COR Preparation. See following sheets for hours, pricing and applicable sales taxes.

This Change Order identifies and provides full and complete satisfaction for all direct and indirect costs, including interest and all related extensions to the time for Contract Completion, for the described changes in the Scope of the Work.

**Deep Blue Integration, Inc. Acceptance:**

Name  
Address 3442 Empresa Dr. Suite A  
San Luis Obispo, CA 93401  
Date 10/18/2024  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**Contractor Acceptance:**

Name Smith MEP - ACCO  
Address 0  
0  
Signature \_\_\_\_\_ Date \_\_\_\_\_



**Change Order Detail Labor Summary**  
**Deep Blue Integration, Inc.**

**3442 Empersa Drive Suite C San Luis Obispo, CA**  
**Phone 888.6000.DBI • Fax 805.791.2037 • www.deepblueintegration.com • C-10, C-16 943465**

Project Name:

OSD Drifill Elementary  
 Fire Alarm & Emergency Communication System

DBI Change Order # 1

Contractor:

Smith MEP - ACCO  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Potential Change Order # Smith RFI018

References: Add ECS  
 Digital Voice Command  
 Attachments: CCD\_006\_V1

| A. Additional Labor Summary (excluding fringe benefits). Check box for overtime rate.    |                          |                                     |       | Worker Class |                 |                      |
|--|--------------------------|-------------------------------------|-------|--------------|-----------------|----------------------|
| NICET IV Project Engineer  | <input type="checkbox"/> | 2.00                                | hours | x            | \$235.00        | /hour = \$470.00     |
| Journeyman   | <input type="checkbox"/> | 4.00                                | hours | x            | \$49.59         | /hour = \$198.36     |
| Apprentice   | <input type="checkbox"/> | 0.00                                | hours | x            | \$0.00          | /hour = \$0.00       |
| Design Engineer  | <input type="checkbox"/> | 2.00                                | hours | x            | \$75.00         | /hour = \$150.00     |
| Journeyman Overtime  | <input type="checkbox"/> | 0.00                                | hours | x            | \$92.22         | /hour = \$0.00       |
|  |                          |                                     |       |              | Labor Total (A) | \$ <b>\$818.36</b>   |
| B. Additional Fringes:   |                          |                                     |       |              | Worker Class    |                      |
|  | <input type="checkbox"/> | 0.00                                | hours | x            |                 | /hour = \$0.00       |
| Journeyman   | <input type="checkbox"/> | 4.00                                | hours | x            | \$30.90         | /hour = \$123.59     |
| Apprentice   | <input type="checkbox"/> | 0.00                                | hours | x            |                 | /hour = \$0.00       |
|  | <input type="checkbox"/> |                                     | hours | x            |                 | /hour = \$0.00       |
|  |                          |                                     |       |              | Labor Total (B) | \$ <b>\$123.59</b>   |
| C. Equipment Rental  |                          |                                     |       |              | Total (C)       | \$ <b>\$0.00</b>     |
| D. Owned Equipment   |                          |                                     |       |              | Total (D)       | \$ <b>\$0.00</b>     |
| E. Trucking  |                          |                                     |       |              | Total (E)       | \$ <b>\$0.00</b>     |
| F. COR Preparation   |                          |                                     |       |              | Total (F)       | \$ <b>\$0.00</b>     |
| G. Material (itemized on page 3)   |                          |                                     |       |              | Total (G)       | \$ <b>\$8,179.31</b> |
| H. Plan Printing   |                          |                                     |       |              | Total (H)       | \$ <b>\$0.00</b>     |
| I. Subcontractor (attach Change Order Detail Summary and quotes)                         |                          |                                     |       |              | Total (I)       | \$ <b>\$0.00</b>     |
| J. Contractor / Subcontractor mark-up on Subcontractor                                   | (I x                     | <input type="text" value="10.00%"/> | )**   |              | Total (J)       | \$ <b>\$0.00</b>     |
| K. Miscellaneous   |                          |                                     |       |              |                 |                      |
| 1. Warranty (3% material cost)   |                          |                                     |       |              | \$              | <b>\$0.00</b>        |
| 2. Fees for permits, licenses, inspection, tests, etc. (attach supporting documentation) |                          |                                     |       |              | \$              | <b>\$0.00</b>        |
| 3. Overnight lodging, travel and food (prior approval from State Architect required)     |                          |                                     |       |              | \$              | <b>\$0.00</b>        |
|  |                          |                                     |       |              | Total (K)       | \$ <b>\$0.00</b>     |
| <b>Grand Total (A+B+C+D+E+F+G+H+I+J+K)</b>   |                          |                                     |       |              | <b>\$</b>       | <b>\$9,121.26</b>    |

**Change Order Detail Materiel Summary**  
**Deep Blue Integration, Inc.**

**3442 Empresa Dr. Suite C San Luis Obispo, CA**  
**Phone 888.6000.DBI • Fax 805.791.2037 • www.deepblueintegration.com • C-10, C-16 943465**

Project Name: OSD Driffill Elementary DBI Change Order # 1  
 Fire Alarm & Emergency Communication System  
 Contractor: Smith MEP - ACCO Project Change Order # Smith RFI018  
 0 References: Add ECS  
 0 Digital Voice Command  
 Attachments: CCD\_006\_V1

G. Material (itemized below)

Materials Added

| Part#           | Description  | QTY | Price Ea:  | Extended Price:     |
|-----------------|--|-----|------------|---------------------|
| DVC-EM          | Digital Voice Command CPU - Extended Memory        | 1   | \$2,150.00 | \$2,150.00          |
| DVC-KD          | Digital Voice Command Keyboard Display             | 1   | \$545.00   | \$545.00            |
| CA-1            | DVC and CMIC-1 Chassis                             | 1   | \$123.00   | \$123.00            |
| CMIC-1          | Microphone assembly and well                       | 1   | \$335.00   | \$335.00            |
| DAA2-5070       | Digital Audio Amplifier 50watt, 70 Volt            | 1   | \$2,270.00 | \$2,270.00          |
| DPA-1           | Dress Plate Assembly- DVC single Row               | 1   | \$122.00   | \$122.00            |
| DS-DSFM         | Digital Audio Single Mode Fiber Transceiver        | 2   | \$377.00   | \$754.00            |
|                 |  |     |            | \$0.00              |
| FO-SF-LC-1M     | 1-Meter Fiber Optic SM Fiber Jumper - LC connector | 2   | \$24.00    | \$48.00             |
| FO TC           | Corning Fiber Optic Bulkhead with LC connectors    | 2   | \$244.00   | \$488.00            |
|                 |  |     |            | \$0.00              |
| SBB-A4          | NOTIFIER Amplifier Cabinet, surfce mount backbox   | 1   | \$406.00   | \$406.00            |
| DR-A4B          | NOTIFIER Amplifier Cabinet Door, Blank             | 1   | \$234.00   | \$234.00            |
|                 |  |     |            | \$0.00              |
|                 |  |     |            | \$0.00              |
|                 |  |     |            | \$0.00              |
|                 |  |     |            | \$0.00              |
| Subtotal (L):   |  |     |            | \$7,475.00          |
| Tax Rate: 7.75% |  |     |            | Taxes (M): \$579.31 |

Materials Credited

| Part#              | Description | QTY | Price Ea: | Extended Price:            |
|--------------------|-------------|-----|-----------|----------------------------|
|                    |             |     |           | \$0.00                     |
|                    |             |     |           | \$0.00                     |
|                    |             |     |           | \$0.00                     |
|                    |             |     |           | \$0.00                     |
|                    |             |     |           |                            |
|                    |             |     |           |                            |
|                    |             |     |           |                            |
| Subtotal (N):      |             |     |           | \$0.00                     |
| Tax Rate: 0.00%    |             |     |           | Restocking Fee (O): \$0.00 |
| Restock Rate: 0.0% |             |     |           | Restocking Fee (P): \$0.00 |

Shipping (Q): \$125.00

**Material Total (G): \$8,179.31**

(L)+(M)-(N)+(O)+(P)

# CAB-4 Series Cabinets

## ONYX® Series Backboxes with Locking Doors



Peripheral Devices

### General

All cabinets for NOTIFIER fire alarm control panels are fabricated from 16-gauge steel. The cabinet assembly consists of two basic parts: a backbox and a locking door. Cabinets are available in either black or red, with or without windows. The window model provides a tasteful combination to accent the decor of the finest lobby setting.

- The **key-locked door** is provided with a pin-type hinge, two keys and the necessary hardware to mount the door to the backbox.
- The **backbox** has been engineered to provide ease-of-entry for the installer. **Knockouts** are positioned at numerous points to aid the installer in bringing a conduit into the enclosure with a minimum of hardship.
- **Right- or left-hand hinges**, selectable in the field. Door opens 180°.
- Cabinets are arranged in **four standard sizes**, A (one tier) through D (four tiers), plus a **mini cabinet** (AA, one tier without a battery compartment). See *Ordering Information*.
- A **trim ring option** is available for semi-flush mounting.
- **Chassis bridge** available for assembling multiple CHS-4 chassis external to the backbox.
- Certified for seismic applications when used with the appropriate **seismic mounting kit**.

### Ordering Information

A complete cabinet assembly consists of: a door, a backbox, an optional battery plate, and an optional semi-flush trim ring. For each cabinet required, order one "DR" door and one "SBB" backbox. The BP2-4 battery plate is required for each cabinet assembly that mounts batteries and/or a power supply in the lower position of the cabinet. The optional trim ring is an attractive "picture frame"-style black metal ring.

#### MINI "AA" SIZE, ONE TIER

**DR-AA4:** Door assembly, window, one tier (no battery compartment), BLACK, 9.8 lbs.

**DR-AA4R:** Door assembly, window, one tier (no battery compartment), RED, 9.8 lbs.

**DR-AA4B:** Door assembly, solid door, one tier (no battery compartment), BLACK.

**DR-AA4BR:** Door assembly, solid door, one tier (no battery compartment), RED.

**SBB-AA4:** Backbox assembly, one tier (no battery compartment), BLACK, 16.65 lbs.

**SBB-AA4R:** Backbox assembly, one tier (no battery compartment), RED, 16.65 lbs.

**TR-AA4:** Accessory semi-flush-mount trim ring, one tier (no battery compartment).

**NOTE:** Black trim rings are used with red or black cabinets.

#### ONE TIER, "A" SIZE

**DR-A4:** Door assembly, window, one tier, BLACK, 14.20 lbs.

**DR-A4R:** Door assembly, window, one tier, RED, 14.20 lbs.

**DR-A4B:** Door assembly, solid door, one tier, BLACK, 14.30 lbs.



NFS2-3030 and DVC in "C" sized CAB-4 cabinet

**DR-A4BR:** Door assembly, solid door, one tier, RED, 15 lbs.

**SBB-A4:** Backbox assembly, one tier, BLACK, 21 lbs.

**SBB-A4R:** Backbox assembly, one tier, RED, 21 lbs.

**TR-A4:** Accessory semi-flush-mount trim ring, one tier (opening 24.062" [61.118 cm] W x 20.062" [50.958 cm] H), BLACK, 2.5 lbs.

**NOTE:** Black trim rings are used with red or black cabinets.

**BP2-4:** Battery plate. Used to cover battery and power supply when lower position is used in backbox, 3.10 lbs.

#### TWO TIERS, "B" SIZE

**DR-B4:** Door assembly, window, two tiers, BLACK, 17.45 lbs.

**DR-B4R:** Door assembly, window, two tiers, RED, 17.45 lbs.

**ADDR-B4:** Two-tier-sized door designed for use with a CA-2 chassis mounted in the top rows. BLACK.

**ADDR-B4R:** Two-tier-sized door designed for use with a CA-2 chassis mounted in the top rows. RED.

**DR-B4B:** Door assembly, solid door, two tiers, BLACK, 18.80 lbs.

**DR-B4BR:** Door assembly, solid door, two tiers, RED, 18.80 lbs.

**SBB-B4:** Backbox assembly, two tiers, BLACK, 26.88 lbs.

**SBB-B4R:** Backbox assembly, two tiers, RED, 26.88 lbs.

**TR-B4:** Accessory semi-flush-mount trim ring, two tiers (opening 24.062" [61.118 cm] W x 28.562" [72.548 cm] H), BLACK, 3 lbs.

**NOTE:** Black trim rings are used with red or black cabinets.

**BP2-4:** Battery plate. Used to cover battery and power supply when lower position is used in backbox, 3.10 lbs.

**THREE TIERS, “C” SIZE**

**DR-C4:** Door assembly, window, three tiers, BLACK, 20.75 lbs.

**DR-C4R:** Door assembly, window, three tiers, RED, 20.75 lbs.

**ADDR-C4:** Three-tier-sized door designed for use with a CA-2 chassis mounted in the top rows. BLACK.

**ADDR-C4R:** Three-tier-sized door designed for use with a CA-2 chassis mounted in the top rows. RED.

**DR-C4B:** Door assembly, solid door, three tiers, BLACK, 23.45 lbs.

**DR-C4BR:** Door assembly, solid door, three tiers, RED, 23.45 lbs.

**SBB-C4:** Backbox assembly, three tiers, BLACK, 32.60 lbs.

**SBB-C4R:** Backbox assembly, three tiers, RED, 32.60 lbs.

**TR-C4:** Accessory semi-flush-mount trim ring, three tiers (opening 24.062" [61.118 cm] W x 37.187" [94.455 cm] H), BLACK, 3.50 lbs.

*NOTE: Black trim rings are used with red or black cabinets.*

**BP2-4:** Battery plate. Used to cover battery and power supply when lower position is used in backbox, 3.10 lbs.

**FOUR TIERS, “D” SIZE**

**DR-D4:** Door assembly, window, four tiers, BLACK, 23.95 lbs.

**DR-D4R:** Door assembly, window, four tiers, RED, 23.95 lbs.

**ADDR-D4:** Four-tier-sized door designed for use with a CA-2 chassis mounted in the top rows. BLACK.

**ADDR-D4R:** Four-tier-sized door designed for use with a CA-2 chassis mounted in the top rows. RED.

**DR-D4B:** Door assembly, solid door, four tiers, BLACK, 28.40 lbs.

**DR-D4BR:** Door assembly, solid door, four tiers, RED, 28.40 lbs.

**SBB-D4:** Backbox assembly, four tiers, BLACK, 40 lbs.

**SBB-D4R:** Backbox assembly, four tiers, RED, 40 lbs.

**TR-D4:** Accessory semi-flush-mount trim ring, four tiers (opening 24.062" [61.118 cm] W x 45.812" [116.363 cm] H), BLACK, 3.80 lbs.

*NOTE: Black trim rings are used with red or black cabinets.*

**BP2-4:** Battery plate. Used to cover battery and power supply when lower position is used in backbox, 3.10 lbs.

**ACCESSORIES**

**ADP-4B:** Annunciator dress panel.

**CAB-BM:** For use with “B” sized cabinets in Marine applications. See DN-60688 for more information.

**CB-1:** Chassis bridge. Provides a bridge between CHS Series chassis.

**DP-1B:** Blank dress panel, covers one CAB-4 tier, BLACK.

**SEISKIT-CAB:** Seismic mounting kit. Required for seismic-certified applications with NFS2-3030, NFS2-640, and NFS-320SYS. Includes battery bracket for two 26 AH batteries.

**VP-2B:** Ventilator panel.

**WC-2:** Wire channel. Provides a pair of wire trays to neatly route wiring between CHS chassis.

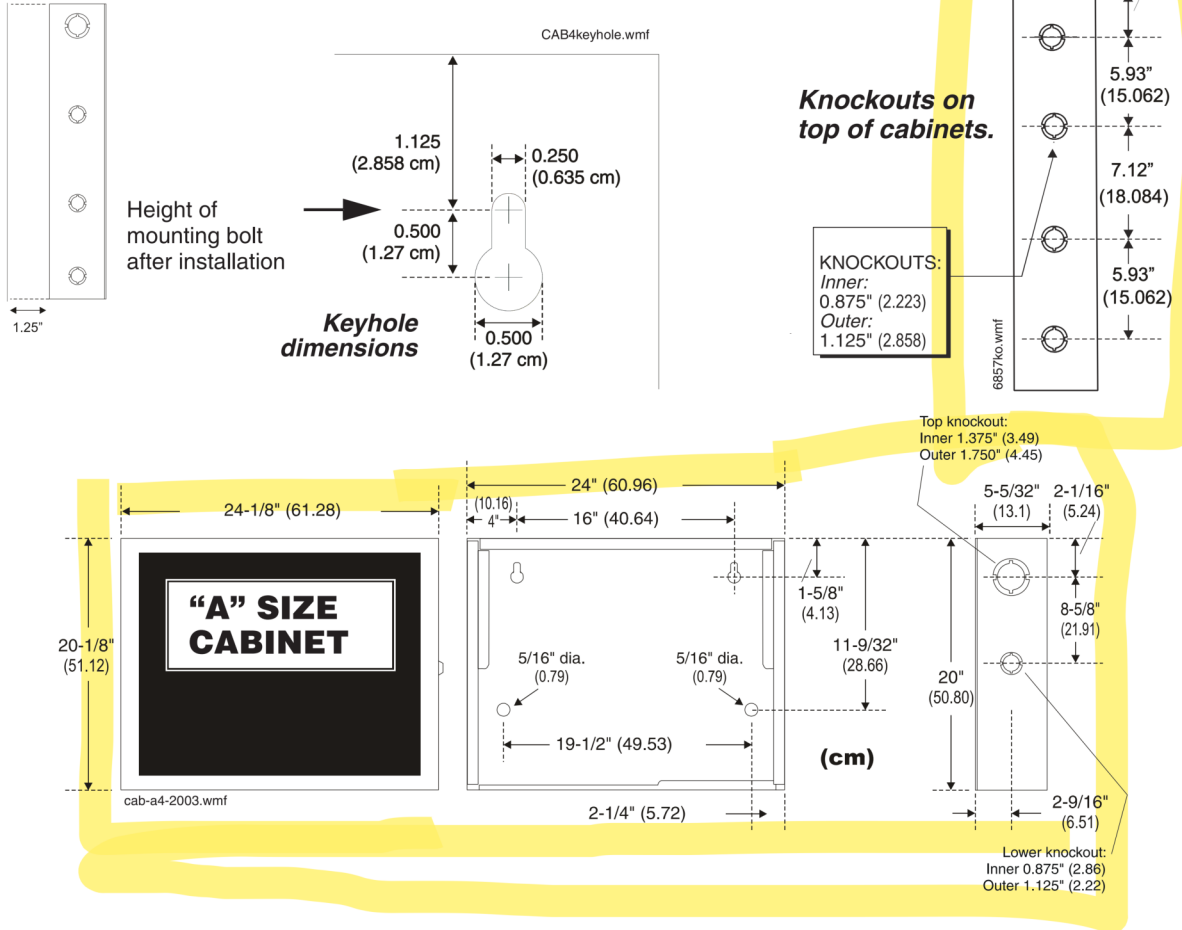
- **UL** Listed: S635
- **ULC** Listed: S635
- **MEA:** 317-01-E, 345-02-E
- **CSFM:** 7165-0028:0243 (NFS2-640), 7165-0028:0224 (NFS2-3030)
- **FM** approved
- **FDNY:** COA# 6085, COA# 6098

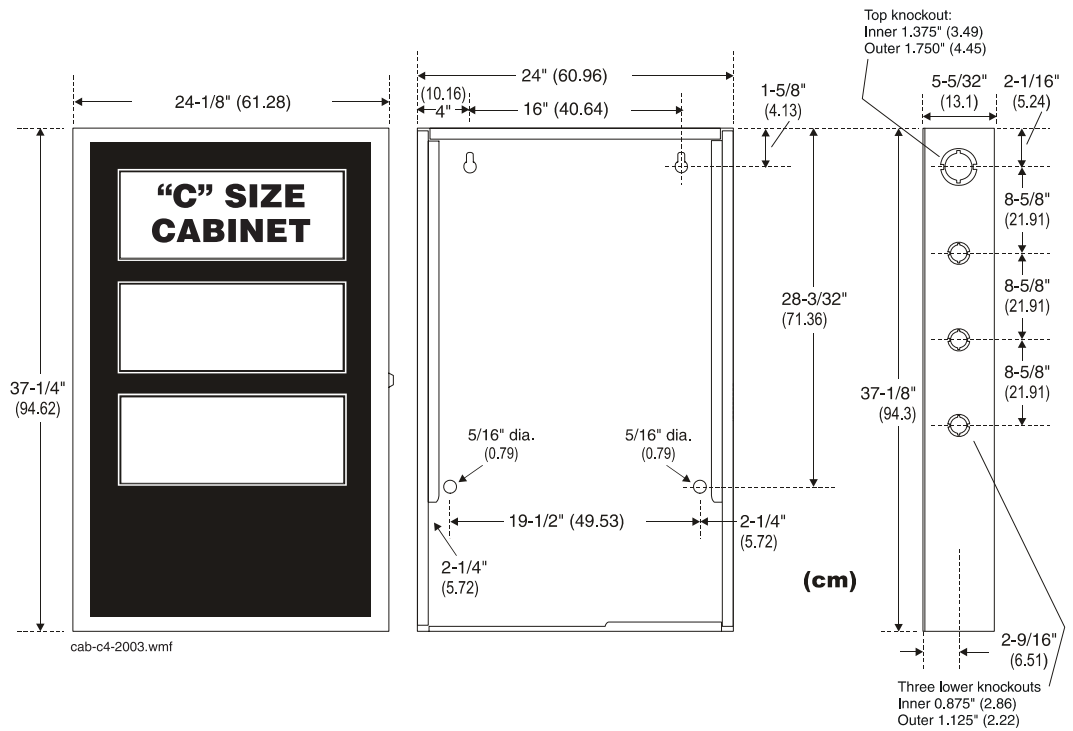
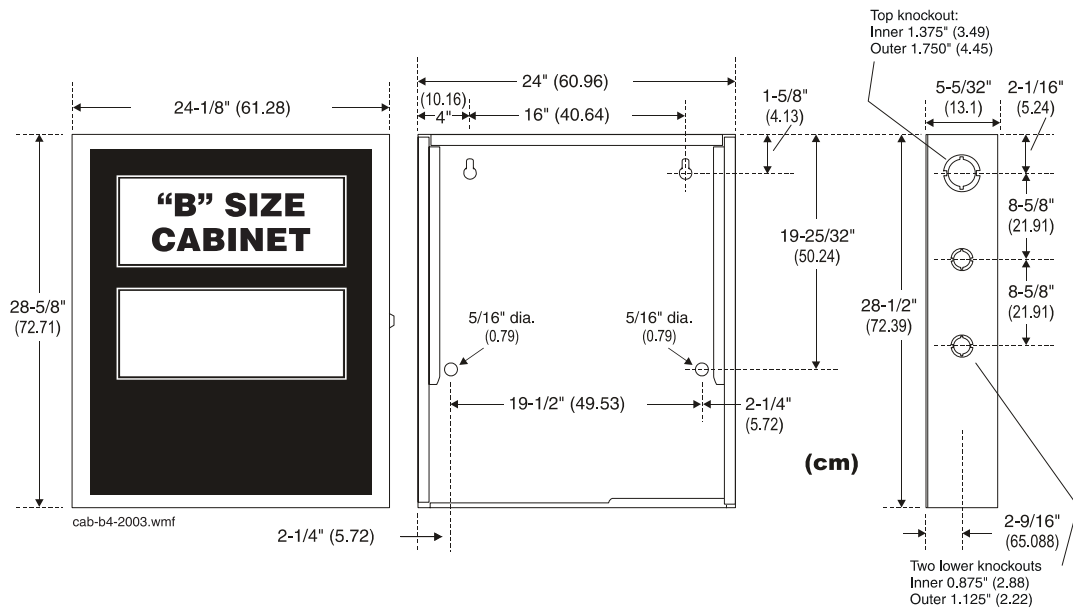
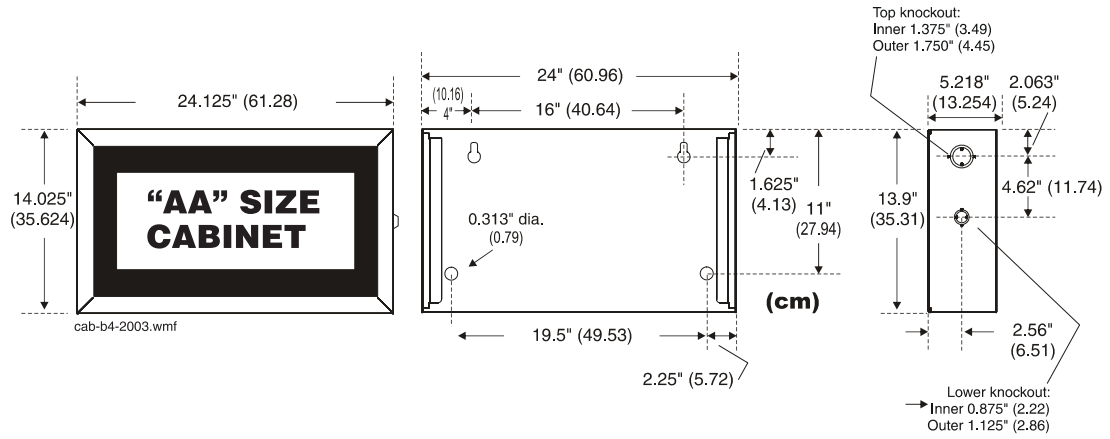
CAB-4 Series cabinets with SEISKIT-CAB comply with seismic requirements of **IBC 2000, IBC 2003, IBC 2006, IBC2009, and CBC 2007.**

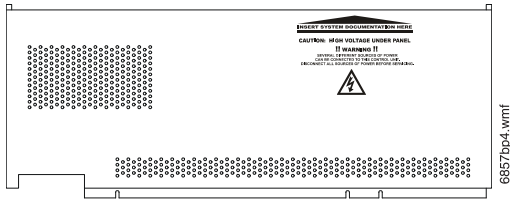
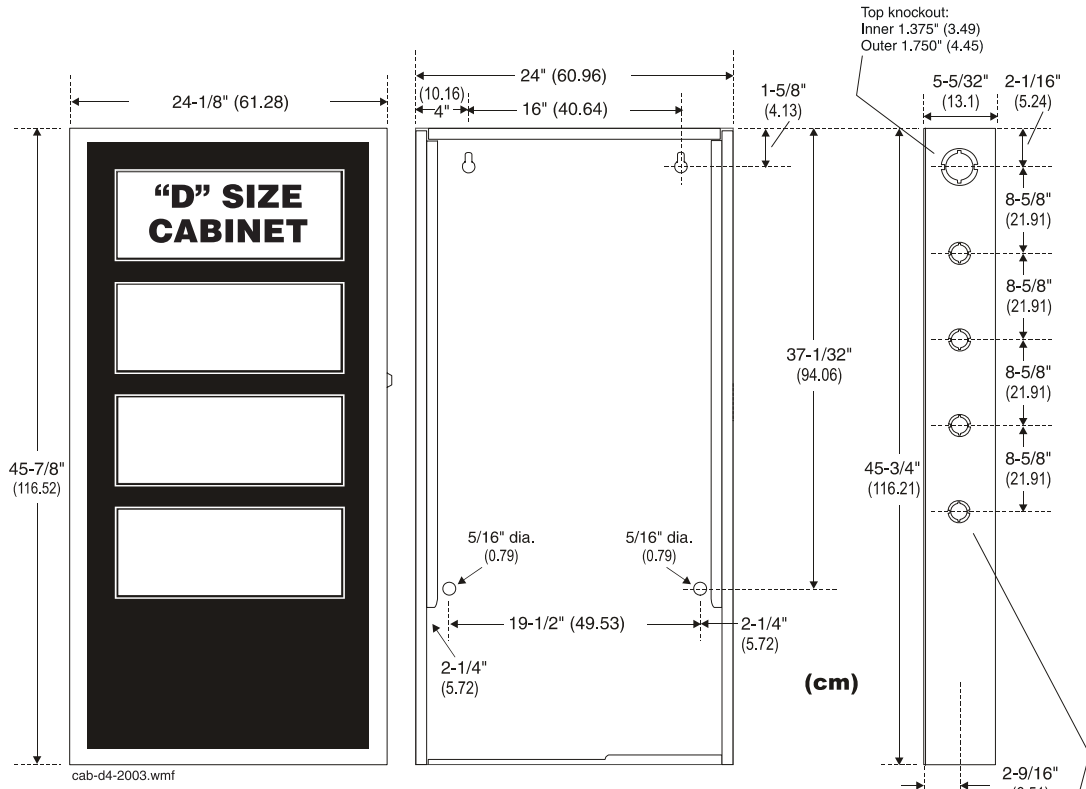
**Agency Listings and Approvals**

These listings and approvals below apply to the CAB-4 Series Cabinets. In some cases, certain modules or applications may not be listed by certain approval agencies, or listing may be in process. Consult factory for latest listing status.

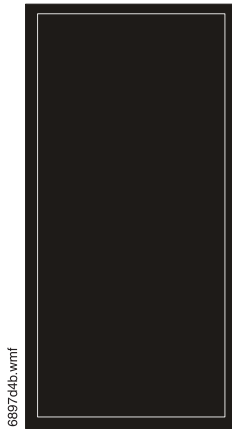
### Cabinet Dimensions and Features







**The BP2-4 Battery Plate covers the Main Power Supply and the batteries in the cabinet. Only one BP2-4 is required per cabinet unless an AA cabinet is used (no battery compartment).**



**“D” sized cabinet with solid door. Solid door option available on all sizes in black or red.**

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This document is not intended to be used for installation purposes.  
We try to keep our product information up-to-date and accurate.  
We cannot cover all specific applications or anticipate all requirements.  
All specifications are subject to change without notice.



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[www.notifier.com](http://www.notifier.com)



# Oxnard School District

**PURCHASE ORDER**  
 NO: P24-02589  
 DATE 11/02/2023

Phone: (805) 385-1501 x2412 or 2413

Fax: (805) 385-1507

**SHIP TO:**  
 Facilities  
 1055 S C STREET  
 Oxnard, CA 93030-7442

**Vendor Phone: FAX:**  
 VIOLA INC.  
 P.O. BOX 5624  
 OXNARD, CA 93031-5624

**BILL TO:**  
 Accounts Payable  
[accounts payable@oxnardsd.org](mailto:accounts payable@oxnardsd.org)  
 1051 South A Street  
 Oxnard, CA 93030-7442

Customer Acct #:

|                                    |         |       |        |                      |                             |                            |
|------------------------------------|---------|-------|--------|----------------------|-----------------------------|----------------------------|
| ORDER LOCATION<br>630 - Facilities | Emailed | Faxed | Mailed | VENDOR #<br>006117/1 | REQUISITIONER<br>Lisa Franz | REQUISITION #<br>R24-02845 |
|------------------------------------|---------|-------|--------|----------------------|-----------------------------|----------------------------|

|               |        |                  |          |       |       |
|---------------|--------|------------------|----------|-------|-------|
| DATE REQUIRED | F.O.B. | TERMS OF PAYMENT | SHIP VIA | BUYER | RPQ # |
|---------------|--------|------------------|----------|-------|-------|

| ITEM   | QTY | UNIT | DESCRIPTION   | UNIT COST          | EXTENSION             |
|--|-----|------|---|--------------------|-----------------------|
| 1  | 1   | EACH | PROVIDE LEASE-LEASEBACK CONSTRUCTION SERVICES FOR THE DRIFFILL ELEMENTARY SCHOOL ECDC PROJECT PER AMENDMENT #001 TO AGREEMENT #22-238 APPROVED BY THE BOARD OF TRUSTEES ON 10/18/2023 | 3,462,000.00       | \$3,462,000.00        |
| <b>ACCOUNT DISTRIBUTION</b>  |     |      |   | <b>AMOUNT</b>      |                       |
| ( 094036) 350- 6250- 7700- 0- 0000- 8500- 038- 600- CPTK- 0  |     |      |   | \$3,462,000.00     |                       |
| <p><b>IMPORTANT INSTRUCTIONS TO VENDOR</b></p> <ol style="list-style-type: none"> <li>Itemized INVOICES in Duplicate.</li> <li>Enclose PACKING LIST with ALL shipments.</li> <li>No deviation in PRICE or SUBSTITUTION in kind permitted.</li> <li>All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.</li> <li>THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.</li> <li>Purchase order number must appear on packing slip.</li> <li>Charges for the purchase in excess of 10% must be verified before delivery.</li> </ol> |     |      |   |                    |                       |
|  |     |      |   | Order Sub-Total    | \$3,462,000.00        |
|  |     |      |   | Sales Tax          | .00                   |
|  |     |      |   | Shipping           | .00                   |
|  |     |      |   | Adjustment         | .00                   |
|  |     |      |   | <b>Order Total</b> | <b>\$3,462,000.00</b> |

\*\*\*\* End of Order \*\*\*\*

AUTHORIZED BY:

*Lisa A. Franz*

## **AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #22-238**

The Lease Leaseback Agreement (“Agreement”) entered on May 17th, 2023, by and between the Oxnard School District (“District”) and Viola Inc., (“Contractor”), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #22-238 that is incorporated herein for all purposes.

### **RECITALS**

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Driffill Elementary School ECDC Project for the District’s Master Construct and Implementation Program;

WHEREAS, the District operates Driffill Elementary School located at 910 South E Street, Oxnard, CA 93030 (hereinafter referred to as the “School Facility”); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 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 Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Viola Inc. to construct thru the completion and occupancy of the new Driffill ECDC Project.

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

### AMENDMENT

The Parties agree to revise the following language to SECTION 1 of the 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 B** attached hereto to the Site Lease.

The Parties agree to add the following language to SECTION 5 of the Agreement:

The "GMP" for the Project shall be Three Million Four Hundred Sixty-Two Thousand Dollars and No Cents (\$3,462,000.00). The GMP consists of Sublease Payments in the amount of \$18,815.00 per month for 10 months for a total lease value of One Hundred Eighty-Eight Thousand One Hundred Fifty Dollars and No Cents (\$188,150.00) pursuant to terms and payment schedule as amended and set forth in the Sublease.

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.

The Parties agree to add the following language to SECTION 5 of the Agreement:

### **SECTION 12. PERSONNEL ASSIGNMENT**

A. Contractor shall assign Patrick Waid as Project Manager/~~Superintendent~~ for the Project. So long as Patrick Waid 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. But not assigned exclusively to this project. 7/17/19

**APPROVED:**

**Viola Inc.**

Michael T. Viola  
*Signature*

Michael T. Viola, President / CEO  
*Typed Name/Title*

October 25, 2023  
*Date*

**Oxnard School District:**

Lisa A. Franz  
*Signature*

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

10-30-2023  
*Date*

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #22-238**

**EXHIBIT A**

**Scope of Work**

**DRAWINGS**

Plan Sheets Prepared by Flewelling Moody, Architects Project No 3057.0000, DSA No 123351, DSA Approval August 31, 2023.

**PROJECT DESCRIPTION**

**On October 26, 2022, the State Allocation Board approved an apportionment of \$7 million from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for new classrooms at Driffill elementary school.**

**On January 19, 2023 the Board entered into an Agreement for Architectural Services with Flewelling & Moody, Architects for architectural services relating to the Driffill Elementary School New Transitional Kindergarten Facilities.**

**Pursuant to District direction, CFW, Inc., on February 3, 2023 issued an RFP/Q to lease-leaseback contractors to provide a prequalified proposal for construction services of ten new modular classrooms. Viola Inc. provided a GMP of \$3,462,000 for all associated site work and foundations prior to the delivery of the 10 modular classroom buildings.**

## GENERAL INFORMATION (1 SHEET)

T0.01 TITLE SHEET

## CIVIL (11 SHEETS)

C1.01 COVER SHEET  
C1.02 GENERAL NOTES  
C2.01 EROSION CONTROL PLAN  
C2.02 EROSION CONTROL DETAILS  
C3.01 GRADING AND PAVING PLAN  
C3.02 GRADING AND PAVING PLAN  
C3.03 SITE SECTIONS  
C4.01 UTILITY PLAN  
C5.01 DETAILS  
C5.02 DETAILS  
C5.03 SUMP PUMP DETAILS

## LANDSCAPE (7 SHEETS)

L1.01 LANDSCAPE CONSTRUCTION PLAN  
L1.02 LANDSCAPE CONSTRUCTION DETAILS  
L2.01 PLANTING PLAN  
L2.02 PLANTING PLAN  
L2.03 PLANTING PLAN  
L3.01 IRRIGATION PLAN  
L4.01 LANDSCAPE DETAILS

## ARCHITECTURAL (6 SHEETS)

A1.01 OVERALL SITE PLAN  
A1.01FA FIRE ACCESS SITE PLAN  
A1.02 ENLARGED DEMOLITION SITE PLAN  
A1.03 ENLARGED RECONSTRUCTION SITE PLAN  
A1.04 SITE DETAILS  
A1.05 TYPICAL DETAILS

## ELECTRICAL (12 SHEETS)

E-0.01 NOTES AND SYMBOLS  
E-0.03 SINGLE LINE DIAGRAMS AND PANELS SCHEDULES  
E-0.04 FIRE ALARM RISER DIAGRAM AND PANEL SCHEDULES  
E-0.05 FIRE ALARM CALCULATIONS AND DETAILS  
E-1.00 ELECTRICAL SITE PLAN  
E-1.01 ENLARGED ELECTRICAL SITE PLAN  
E-1.02 FIRE ALARM SITE PLAN  
E-1.03 DATA/COMM SITE PLAN  
E-1.04 GROUNDING SITE PLAN  
E-2.00 ENLARGED FIRE ALARM PLAN & DATA/COMM PLAN  
E-3.00 ELECTRICAL SPECIFICATIONS  
E-4.00 FIRE ALARM SPECIFICATIONS

## MANUFACTURER (9 SHEETS)

### SITE SPECIFIC SHEETS (72x40' BUILDING):

**ARCHITECTURAL**  
BA1.02 (5) 72x40' FLOOR PLAN  
BA1.03 INTERIOR ELEVATIONS & DETAILS  
BA1.04 RR FLOOR PLAN & INTERIOR ELEVATIONS  
BA1A.2 (5) 72x40' ROOF PLAN  
BA1A.3 (5) 72x40' EXTERIOR ELEVATIONS  
**MECHANICAL**  
BA2B.1 (5) 72x40' MECHANICAL & REFLECTED CEILING PLAN  
**ELECTRICAL & LIGHTING**  
BA3.2 (5) 72x40' ELECTRICAL POWER & SIGNAL PLAN  
BA3.3 (5) 72x40' LIGHTING PLAN  
**STRUCTURAL**  
BS1C.2A (5) 72x40' FOUNDATION PLAN

## PC DRAWINGS (39 SHEETS) A# 02-120100 PC

A0 COVER SHEET, BUILDING CODES & C.B.C. DATA, SHEET INDEX  
A1 FLOOR PLAN, INTERIOR ELEVATIONS  
A1.0 FLOOR PLAN OPTIONS  
A1.01 FLOOR PLAN OPTIONS  
A1N MATERIAL SPECIFICATIONS & NOTES  
A1A.1 SHED ROOF PLAN & EXTERIOR ELEVATIONS  
A1R ROOFING ATTACHMENT  
A2.0 HVAC EQUIPMENT & NOTES  
A2B "ROOF MOUNT HVAC UNIT" MECHANICAL & REFLECTED CEILING PLANS  
AGB GREEN BUILDING STANDARDS AND SOLAR READY REQUIREMENTS  
EN1 ENERGY COMPLIANCE  
EN2 ENERGY COMPLIANCE  
EN3 ENERGY COMPLIANCE  
EN4 ENERGY COMPLIANCE  
EN5 ENERGY COMPLIANCE  
EN6 ENERGY COMPLIANCE  
EN7 ENERGY COMPLIANCE  
EN8 ENERGY COMPLIANCE  
A3 ELECTRICAL POWER PLAN, SIGNAL PLAN, DETAILS, ELECTRICAL NOTES  
A3.1 LIGHTING PLAN, NOTES  
A3.10 ELECTRICAL & LIGHTING PLANS FOR TOILET ROOM OPTIONS  
AA.1.R SHED ROOF SECTIONS AND DETAILS (2X6 EXTERIOR WALLS)  
AA.B STUCCO MATERIAL SPECIFICATIONS  
AA.B.1 TYPICAL STUCCO FINISH DETAILS  
AA.S OPTIONAL SIDEWALL OVERHANG DETAIL  
AA.H INTERIOR WALL CONNECTION DETAILS  
A5 MISCELLANEOUS DETAILS  
AA.2 DETERIORATION PROTECTION  
S1 FOOTING DETAILS & NOTES  
S1C(H) CONCRETE FOUNDATION PLAN, NO CRAWL SPACE, FOOTING DETAILS & NOTES  
S1C(H) CONCRETE FOUNDATION PLAN WITH CRAWL SPACE, FOOTING DETAILS  
S1C.2 MISCELLANEOUS FOOTING DETAILS  
S2A(H) SHED ROOF, CEILING, FLOOR FRAMING PLANS, STRUCTURAL STEEL PROPERTIES, NOTES  
S3FA FASTENING SCHEDULE & NOTES  
S3A SHED ROOF LONGITUDINAL BUILDING SECTION, WALL FRAMING ELEVATIONS  
S4 STRUCTURAL CONNECTION DETAILS  
S4.1 OPTIONAL STRUCTURAL DETAILS  
S4.2 MISCELLANEOUS STRUCTURAL DETAILS  
S4.3 METAL SOFFIT PANELS, REMOVABLE CASSETTE

## SCOPE OF WORK

### THE PROJECT SCOPE CONSISTS OF THE FOLLOWING WORK:

1. NEW CONSTRUCTION OF (5) 72'-0" x 40'-0" MODULAR BUILDINGS (PC# 02-120100) WITH TOTAL OF (2) PRESCHOOL (PS) BUILDINGS, (2) TRANSITIONAL KINDERGARTEN (TK) BUILDINGS, AND (1) KINDERGARTEN (K) BUILDING WHICH INCLUDES STUDENT RESTROOMS, STAFF RESTROOMS AND HI-LO DRINKING FOUNTAINS
2. NEW PS PLAYGROUND AND K/TK PLAYGROUND
3. NEW PLAY STRUCTURE WITH RUBBERIZED SURFACING
4. SITE WORK INCLUDES:
  - a. RE-GRADING OF SITE WITH NEW ASPHALT PAVING
  - b. NEW CONCRETE WALKWAY
  - c. NEW FENCES AND GATES

TOTAL SHEETS: 85 SHEETS

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Consent Agenda

### **Purchase Order/Draft Payment Report #24-04 (DeGenna/Reyes)**

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

1. A listing of Purchase orders issued 10/02/2024 through 11/04/2024 for the 2024-2025 school year, for \$14,460,816.57.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #24-04 as submitted.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Purchase Order/Draft Payment Report #24-04 \(22 Pages\)](#)

**Includes Purchase Orders dated 10/02/2024 - 11/04/2024**

| PO Number  | Vendor Name   | Loc | Description   | Fund Object | Account Amount |
|------------|---|-----|---|-------------|----------------|
| NP25-00024 | Sysco Food Services Of Ventura                          | 640 | LCAP_2.31_SUP   | 130-9320    | 3,703.20       |
| NP25-00025 | Calif Dept Of Educ                                      | 640 | LCAP_2.32_SUP   | 130-9320    | 175.50         |
| NP25-00026 | Calif Dept Of Educ                                      | 640 | LCAP_2.32_SUP   | 130-9320    | 195.00         |
| NP25-00027 | Calif Dept Of Educ                                      | 640 | LCAP_2.32_SUP   | 130-9320    | 58.50          |
| NP25-00028 | Calif Dept Of Educ                                      | 640 | LCAP_2.32_SUP   | 130-9320    | 167.70         |
| NP25-00029 | Gold Star Foods   | 640 | LCAP_2.31_MKV/SUP   | 130-9320    | 762.00         |
| NP25-00030 | Gold Star Foods   | 640 | LCAP_2.31_MKV/SUP   | 130-9320    | 9,211.95       |
| NP25-00031 | Gold Star Foods   | 640 | LCAP_2.32_SUP   | 130-9320    | 9,166.92       |
| NP25-00032 | Sysco Food Services Of Ventura                          | 640 | LCAP_2.31_MKV/SUP   | 130-9320    | 5,598.84       |
| NP25-00033 | Gold Star Foods   | 640 | LCAP_2.31_MKV/SUP   | 130-9320    | 9,009.30       |
| NP25-00034 | Imperial Bag & Paper Co. LLC P<br>And R Paper Supply Co | 640 | LCAP_2.32_MATL/SUP  | 130-9320    | 7,788.22       |
| NP25-00035 | Sysco Food Services Of Ventura                          | 640 | LCAP_2.31_MKV/SUP   | 130-9320    | 3,038.64       |
| NP25-00036 | Gold Star Foods   | 640 | LCAP_2.32_SUP   | 130-9320    | 2,607.84       |
| NP25-00037 | Gold Star Foods   | 640 | LCAP_2.32_SUP   | 130-9320    | 16,572.64      |
| NP25-00038 | Imperial Bag & Paper Co. LLC P<br>And R Paper Supply Co | 640 | LCAP_2.32_MATL/SUP  | 130-9320    | 5,926.38       |
| NP25-00039 | Gold Star Foods   | 640 | LCAP_2.32_SUP   | 130-9320    | 27,103.32      |
| P25-02100  | CDW G   | 380 | LCAP_2.5_COMPUTER<br>EQUIPMENT (Printer F.Fern)           | 010-4418    | 559.14         |
| P25-02101  | CDW G   | 380 | LCAP_2.5_COMPUTER<br>EQUIPMENT (Laptop BA)                | 010-4418    | 1,752.00       |
| P25-02102  | School Outfitters                                       | 315 | LCAP_2.19_MATL/SUPL                                       | 010-4300    | 1,265.14       |
| P25-02103  | Positive Promotions                                     | 051 | LCAP_3.38_MATERIALS/SUPPLIES<br>(Instructional)           | 010-4300    | 958.62         |
| P25-02104  | School Outfitters                                       | 315 | LCAP_2.19_Matl/Supl                                       | 010-4400    | 7,275.94       |
| P25-02105  | Read Naturally, Inc                                     | 057 | LCAP_3.38 Materials and Supplies                          | 010-5818    | 910.00         |
| P25-02106  | Read Naturally, Inc                                     | 052 | LCAP_3.38_ONLINE SUBSC, LIC,<br>APPS/Instr                | 010-5818    | 780.00         |
| P25-02107  | Lakeshore Learning Materials                            | 048 | LCAP_3.38_MTLS/SUPL-INSTR                                 | 010-4300    | 231.51         |
| P25-02108  | National Graphics, LLC                                  | 655 | Materials and Supplies                                    | 010-4300    | 299.73         |
| P25-02109  | ORIENTAL TRADING COMPANY                                | 044 | LCAP_3.38_MATL-SUPL                                       | 010-4300    | 302.74         |
| P25-02111  | TRI-SIGNAL INTEGRATION, INC.                            | 630 | Fire Alarm Repair / Lemonwood                             | 010-5632    | 1,728.79       |
| P25-02112  | TRI-SIGNAL INTEGRATION, INC.                            | 630 | Fire Alarm Repair / Brekke                                | 010-5632    | 500.00         |
| P25-02113  | TRI-SIGNAL INTEGRATION, INC.                            | 630 | Fire Alarm Repair / Mckinna                               | 010-5632    | 500.00         |
| P25-02114  | KAJEET INC  | 004 | LCAP_5.39_ITS/ COMM-WiFi Hotspot<br>Service               | 010-5902    | 24,974.55      |
| P25-02115  | TRI-SIGNAL INTEGRATION, INC.                            | 630 | Fire Alarm Repair / Curren                                | 010-5632    | 500.00         |
| P25-02116  | TRI-SIGNAL INTEGRATION, INC.                            | 630 | Fire Alarm Repair / Lopez                                 | 010-5632    | 500.00         |
| P25-02117  | LABSOURCE, INC  | 003 | stores supplies   | 010-9320    | 497.09         |
| P25-02118  | Cardea Services   | 360 | LCAP_3.12- Travel and Conf                                | 010-5200    | 600.00         |
| P25-02119  | R E FRESH PRODUCE LLC                                   | 640 | LCAP_2.32_SUP   | 130-4700    | 6,615.00       |
| P25-02120  | SCHOOL SERVICES OF<br>CALIFORNIA, INC.                  | 600 | CONF-2025<br>GovBudgetWorkshopOSSA_J.Carran<br>za 1-22-25 | 010-5200    | 340.00         |

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Includes Purchase Orders dated 10/02/2024 - 11/04/2024

| PO Number | Vendor Name  | Loc | Description                                    | Fund Object | Account Amount |
|-----------|--|-----|--|-------------|----------------|
| P25-02121 | SCHOOL SERVICES OF CALIFORNIA, INC.                        | 600 | CONF-Gov.Budget.OEA_Thurman.An drade.1-22-25   | 010-5200    | 680.00         |
| P25-02122 | NIMCO INC  | 048 | LCAP_3.38_ INCENTIVES                          | 010-4300    | 796.04         |
| P25-02123 | Urbane Cafe Alex Bello-Mgr                                 | 640 | LCAP_2.32 CATERING ELOP                        | 130-4300    | 344.01         |
| P25-02124 | Amazon Com   | 040 | LCAP_3.38 MATL/SUPP                            | 010-4300    | 207.39         |
| P25-02125 | Amazon Com   | 048 | LCAP_3.38_ BOOKS OTHER THAN TEXTBOOKS          | 010-4200    | 560.88         |
| P25-02126 | Amazon Com   | 315 | LCAP_2.19 Mtrl/Supl                            | 010-4300    | 877.05         |
| P25-02127 | Amazon Com   | 315 | LCAP_2.19 Mtrl/Supl                            | 010-4300    | 302.66         |
| P25-02128 | Amazon Com   | 315 | LCAP_2.18 Matl/Supl Literacy                   | 010-4300    | 118.85         |
| P25-02129 | Amazon Com   | 345 | LCAP_5.14 Books other t/Texbooks-K. LEPPALUOTO | 010-4200    | 1,190.71       |
| P25-02130 | Amazon Com   | 051 | LCAP_3.38_MATERIALS/SUPPLIES (Instructional)   | 010-4300    | 688.94         |
| P25-02131 | COSTCO WHOLESALE CORPORATION                               | 345 | LCAP_1.19_MATERIALS & SUPPLIES_Unrestricted    | 010-4300    | 1,000.00       |
| P25-02132 | Ventura Co Office Of Education                             | 052 | LCAP_3.38_TRAV/CONF-Instr                      | 010-5200    | 50.00          |
| P25-02133 | SCRIPPS MEDIA INC VENTURA COUN TY STAR                     | 650 | SVC/ LEGAL AD- (LOPEZ LEASE LEASE-BACK MOD)    | 215-6250    | 654.52         |
| P25-02134 | Ventura Co Office Of Education                             | 660 | FY2024-25 Courier Service                      | 010-5800    | 13,487.00      |
| P25-02135 | Sunbelt Rentals, Inc                                       | 044 | LCAP_3.38_ Materials & Supplies                | 010-4300    | 336.82         |
| P25-02136 | SMART AND FINAL-C.I. BLVD                                  | 345 | LCAP_1.19_MATERIALS & SUPPLIES_Unrestricted    | 010-4300    | 1,000.00       |
| P25-02137 | Read Naturally, Inc  | 048 | LCAP_3.38_ MTLs/SUPL-LICENSES                  | 010-5818    | 1,495.00       |
| P25-02138 | WestEd   | 360 | LCAP_4.05 /SVC - SUPP CONC                     | 010-5800    | 6,000.00       |
| P25-02139 | WestEd   | 360 | LCAP_4.06 /SVC - SUPP CONC                     | 010-5800    | 54,000.00      |
| P25-02140 | GLENDA C. MAHON dba ACTION PRE PAREDNESS TRAIN             | 380 | LCAP_2.06 SERV                                 | 010-5800    | 12,350.00      |
| P25-02141 | Auditory Processing Diagnostic Center                      | 380 | LCAP_2.05 SERV                                 | 010-5800    | 30,000.00      |
| P25-02142 | STAR OF CA, ERA ED   | 380 | LCAP_2.06 / SERV                               | 010-5100    | 3,950,000.00   |
|           |  |     |  | 010-5800    | 50,000.00      |
| P25-02143 | ALT BEHAVIOR STRATEGIES LLC db a/ABS KIDS                  | 380 | LCAP_2.06 SERV                                 | 010-5100    | 1,950,000.00   |
|           |  |     |  | 010-5800    | 50,000.00      |
| P25-02144 | WENDY W.MURAWSKI 2TEACH GLOBAL                             | 380 | LCAP_2.05/ SERV                                | 010-5100    | 43,375.00      |
|           |  |     |  | 010-5800    | 50,000.00      |
| P25-02145 | SCHOOL YARD RAP LLC  | 315 | LCAP_2.29 (SERV/T1)                            | 010-5100    | 180,000.00     |
|           |  |     |  | 010-5800    | 50,000.00      |
| P25-02146 | KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC | 345 | LCAP_3.08 - T2/SERV                            | 010-5800    | 8,250.00       |
| P25-02147 | WEST VALLEY COUNSELING CENTER                              | 385 | LCAP_2.06 (SERV/LCSSP GRANT)                   | 010-5100    | 3,693.00       |
|           |  |     |  | 010-5800    | 50,000.00      |

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Includes Purchase Orders dated 10/02/2024 - 11/04/2024

| PO Number | Vendor Name                   | Loc | Description                                    | Fund Object | Account Amount |
|-----------|-------------------------------|-----|--|-------------|----------------|
| P25-02148 | ALVARO VENEGAS dba/ SWEAT III | 036 | LCAP_1.03/ 3.02 (SUPP CONC/T1/SERV)            | 010-5800    | 42,540.00      |
| P25-02149 | PERKINS EASTMAN ARCHITECTS    | 630 | BOND/BLDG (LOPEZ MOD PROJ)                     | 215-6210    | 2,864,000.00   |
| P25-02150 | Amazon Com                    | 042 | LCAP_3.38 MAT/SUPL                             | 010-4300    | 278.15         |
| P25-02151 | Amazon Com                    | 042 | LCAP_3.38 MAT/SUPL                             | 010-4300    | 149.40         |
| P25-02152 | Amazon Com                    | 042 | LCAP_3.38 MAT/SUPL                             | 010-4300    | 142.89         |
| P25-02153 | Amazon Com                    | 042 | LCAP_3.38 MAT/SUPL                             | 010-4300    | 238.48         |
| P25-02154 | Amazon Com                    | 046 | LCAP_3.38 MATL-SUPL (INST)                     | 010-4300    | 302.91         |
| P25-02155 | Amazon Com                    | 042 | LCAP_3.38 MAT/SUPL                             | 010-4300    | 147.61         |
| P25-02156 | Amazon Com                    | 042 | LCAP_2.8 MAT/SUPL WELLNESS CENTER              | 010-4300    | 3,199.84       |
| P25-02157 | Amazon Com                    | 066 | LCAP_3.38_-MATL/SUP-Instr. (N.Raptodimos)      | 010-4300    | 96.94          |
| P25-02158 | Amazon Com                    | 046 | LCAP_3.38 MATL-SUPL (INST)                     | 010-4300    | 142.34         |
| P25-02159 | Amazon Com                    | 046 | LCAP_3.38 MATL-SUPL (INST)                     | 010-4300    | 163.92         |
| P25-02160 | Amazon Com                    | 032 | LCAP_3.38_MATL / SUPL                          | 010-4300    | 225.54         |
| P25-02161 | Amazon Com                    | 066 | LCAP_3.38 - MATL/SUP-Instr. (Davidovics)       | 010-4300    | 105.25         |
| P25-02162 | Amazon Com                    | 040 | LCAP_3.38 MATL/SUPP                            | 010-4300    | 181.62         |
| P25-02163 | Amazon Com                    | 054 | LCAP_3.38- matl/sup-instructional              | 010-4300    | 55.45          |
| P25-02164 | Amazon Com                    | 038 | LCAP_3.38_ MATERIAL AND SUPPLIES VALENCIA      | 010-4300    | 288.24         |
| P25-02165 | Amazon Com                    | 040 | LCAP_3.38 MATL/SUPP                            | 010-4300    | 104.18         |
| P25-02166 | Amazon Com                    | 046 | LCAP_3.38 MATL-SUPL (INST)                     | 010-4300    | 151.99         |
| P25-02167 | Amazon Com                    | 050 | LCAP_3.38_MATL/SUPPL                           | 010-4300    | 157.08         |
| P25-02168 | Amazon Com                    | 054 | LCAP_3.38- Matl/sup-instructional              | 010-4300    | 196.99         |
| P25-02169 | Amazon Com                    | 042 | LCAP_3.38 MAT/SUPL                             | 010-4300    | 143.60         |
| P25-02170 | Amazon Com                    | 058 | LCAP_3.38_Materials & Supplies                 | 010-4300    | 133.68         |
| P25-02171 | Amazon Com                    | 058 | LCAP_3.38_ Materials & Supplies                | 010-4300    | 144.19         |
| P25-02172 | Amazon Com                    | 100 | MAT/SUP  | 010-4300    | 185.06         |
| P25-02173 | Amazon Com                    | 355 | LCAP_3.41 Materials & supplies for Brennan     | 010-4300    | 38.73          |
| P25-02174 | Amazon Com                    | 048 | LCAP_3.38_ MTLs/SUPL-INSTR                     | 010-4300    | 293.28         |
| P25-02175 | Amazon Com                    | 380 | LCAP_2.05 M/S for Brianna Gonzalez             | 010-4300    | 255.66         |
| P25-02176 | Amazon Com                    | 380 | LCAP_2.05 Materials & Supplies for Steve Tobey | 010-4200    | 236.35         |
| P25-02177 | Amazon Com                    | 380 | LCAP 2.05 Materials & Supplies                 | 010-4300    | 126.74         |
| P25-02178 | Amazon Com                    | 052 | LCAP_3.38_MATL-SUPL/Admin                      | 010-4300    | 38.19          |
| P25-02179 | Amazon Com                    | 054 | LCAP_3.38-matl/sup-instructional               | 010-4300    | 169.23         |
| P25-02180 | Amazon Com                    | 050 | LCAP_3.38_MATL/SUPPL (INST)                    | 010-4300    | 1,072.36       |
| P25-02181 | Amazon Com                    | 040 | LCAP_3.38 MATL/SUPP                            | 010-4300    | 124.50         |
| P25-02182 | Amazon Com                    | 032 | LCAP_5.06_matl/sup New Teacher - C. Torres     | 010-4300    | 298.97         |
| P25-02183 | Amazon Com                    | 036 | LCAP_5.06_matl/sup New Teacher - S. Roberts    | 010-4300    | 249.73         |

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| PO Number | Vendor Name  | Loc | Description                                     | Fund Object | Account Amount |
|-----------|--|-----|---|-------------|----------------|
| P25-02184 | Amazon Com   | 036 | LCAP_5.06_matl/sup New Teacher - S. Roberts     | 010-4300    | 18.49          |
| P25-02185 | Amazon Com   | 051 | LCAP_3.38_MATERIALS/SUPPLIES (Instructional)    | 010-4300    | 188.88         |
| P25-02186 | Amazon Com   | 032 | LCAP_3.38_MATL / SUPL                           | 010-4300    | 191.64         |
| P25-02187 | Amazon Com   | 610 | Ergonomic Materials Supplies                    | 010-4300    | 1,600.83       |
| P25-02188 | Amazon Com   | 054 | LCAP_5.06_matl/sup New Teacher - E. Morada      | 010-4300    | 310.48         |
| P25-02189 | Amazon Com   | 036 | LCAP_5.06_matl/sup New Teacher - M. Melgoza     | 010-4300    | 249.64         |
| P25-02190 | Amazon Com   | 036 | LCAP_5.06_matl/sup New Teacher - M. Melgoza     | 010-4300    | 39.64          |
| P25-02191 | Amazon Com   | 054 | LCAP_5.06_matl/sup New Teacher - P. Aldrete     | 010-4300    | 316.69         |
| P25-02192 | Amazon Com   | 051 | LCAP_5.06_matl/sup New Teacher - E. A Fuentes   | 010-4300    | 200.50         |
| P25-02193 | Amazon Com   | 051 | LCAP_5.06_matl/sup New Teacher - E. A. Fuentes  | 010-4300    | 101.18         |
| P25-02194 | Amazon Com   | 046 | LCAP_5.06_matl/sup New Teacher - G. Mederos     | 010-4300    | 253.24         |
| P25-02195 | Amazon Com   | 046 | LCAP_5.06_matl/sup New Teacher - G. Mederos     | 010-4300    | 114.83         |
| P25-02196 | Amazon Com   | 054 | LCAP_5.06_matl/sup New Teacher - L. Ramirez     | 010-4300    | 289.01         |
| P25-02197 | Amazon Com   | 054 | LCAP_5.06_matl/sup New Teacher - L. Ramirez     | 010-4300    | 63.97          |
| P25-02198 | Amazon Com   | 058 | LCAP_5.06_matl/sup New Teacher - M. Fisher      | 010-4300    | 371.33         |
| P25-02199 | Amazon Com   | 100 | MAT/SUP   | 010-4200    | 343.00         |
| P25-02200 | Amazon Com   | 048 | LCAP_5.06_matl/sup New Teacher - T. Ryan        | 010-4300    | 319.58         |
| P25-02201 | Amazon Com   | 053 | LCAP_5.06_matl/sup New Teacher - M. Rodriguez   | 010-4300    | 62.24          |
| P25-02202 | Amazon Com   | 060 | LCAP_3.38 - MATL/SUP-Inst. Art                  | 010-4300    | 290.75         |
| P25-02203 | Amazon Com   | 054 | LCAP_3.38-Matl/sup-instructional                | 010-4300    | 127.46         |
| P25-02204 | JS Hospitality Group, LLC Courtyard by Marriott Oxnard | 600 | RENTAL-FAC Training Oct14.Nov.1 2024 CUSTODIANS | 010-5800    | 16,414.22      |
| P25-02205 | NIMCO INC  | 056 | LCAP_3.38_Materials and Supplies                | 010-4300    | 864.90         |
| P25-02206 | DONAHUE TRUCKS INC                                     | 640 | LCAP_2.32_EQUIP                                 | 130-6400    | 103,106.75     |
| P25-02207 | Avanti Restaurant Solutions                            | 640 | LCAP_2.32_EQUIP                                 | 130-6400    | 9,813.16       |
| P25-02208 | Printech   | 032 | LCAP_3.38_MATL / SUPL                           | 010-4300    | 540.79         |
| P25-02209 | Titanium Elite, Inc. dba. Spring Hill Suites Corona    | 640 | LCAP_2.32_HOTEL/CONF                            | 130-5200    | 525.63         |
| P25-02210 | Hilton Anaheim   | 600 | CONF/TRAVEL_2025 Gov. Workshop.VM               | 010-5200    | 351.53         |
| P25-02211 | Uline  | 640 | LCAP_2.32_EQUIP                                 | 130-6400    | 7,459.96       |
| P25-02212 | EMPIRE CABLING, INC.                                   | 640 | LCAP_2.32_MATL/SUP                              | 130-6400    | 35,889.63      |

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**Includes Purchase Orders dated 10/02/2024 - 11/04/2024**

| PO Number | Vendor Name                                    | Loc | Description  | Fund Object | Account Amount |
|-----------|--|-----|--|-------------|----------------|
| P25-02213 | Chef's Toys & Star Rest Equip                  | 640 | LCAP_2.32_MATL/SUP                                 | 130-4300    | 781.10         |
| P25-02214 | CN School & Office Sol, Inc Cu Iver-Newlin     | 380 | EQUIP/RPL (SPED PHASE 1)                           | 010-6500    | 139,329.62     |
| P25-02215 | CN School & Office Sol, Inc Cu Iver-Newlin     | 380 | EQUIP/RPL (SPED PHASE 2)                           | 010-6500    | 61,943.12      |
| P25-02216 | Uline  | 640 | LCAP_2.32_EQUIP                                    | 130-4400    | 3,586.04       |
| P25-02217 | FARMIVORE INC                                  | 640 | LCAP_2.32_SUP                                      | 130-4700    | 865.26         |
| P25-02218 | Vendurance Inc                                 | 041 | LCAP_3.38 (Mat-Sup) Entrance Fees                  | 010-5800    | 500.00         |
| P25-02219 | Rockwell Printing Inc.                         | ERC | LCAP_3.35 TXTBK & INST MATLS                       | 010-4200    | 1,146.72       |
| P25-02220 | Rockwell Printing Inc.                         | ERC | LCAP_3.35 TXTBK & INST MATLS                       | 010-4200    | 617.29         |
| P25-02221 | COUNTY OF VENTURA BEHAVIORAL H HEALTH DEPT.    | 380 | LCAP_2.05/ SERV                                    | 010-5100    | 815,000.00     |
|           |  |     |  | 010-5800    | 25,000.00      |
| P25-02222 | AMY MEHDIZADEH dba/WOODMAN INK                 | 315 | LCAP 5.34/ SERV                                    | 010-5800    | 34,500.00      |
| P25-02223 | School Life, div of ImageStuff                 | 038 | LCAP_3.38_ materials and supplies                  | 010-4300    | 944.03         |
| P25-02224 | Children's Museum of Santa Barbara, MOXI       | 032 | LCAP_3.38_SERV / INST                              | 010-5800    | 864.00         |
| P25-02225 | EMPIRE CABLING, INC.                           | 004 | LCAP_5.39_ITS/ SERV                                | 010-4300    | 2,836.82       |
|           |  |     |  | 010-5800    | 749.31         |
| P25-02226 | Rochester 100, Inc                             | 032 | LCAP_3.38_MATL/SUPL                                | 010-4300    | 237.62         |
| P25-02227 | CMC  | 041 | LCAP_3.38 (Conf) Conference- CMC Math   Nov. 7-9th | 010-5200    | 780.00         |
| P25-02228 | JOSE C. CASTANEDA PROVISION EN TERTAINMENT DJS | 055 | LCAP_3.38_ DJ FOR JR HIGH DANCE ON 10-11           | 010-5800    | 400.00         |
| P25-02229 | KWANG SUNG LEE K & S LAWNMOWER                 | 032 | LCAP_3.38_MATL / SUPL                              | 010-4400    | 2,599.62       |
| P25-02230 | Sweet Rose Inc. dba. Oralia's Bakery           | 360 | LCAP_4.01 MAT/SUPL                                 | 010-4300    | 43.70          |
| P25-02231 | Ventura Co Office Of Education                 | 004 | LCAP_5.39_ITS/ TRAV/CONF                           | 010-5200    | 75.00          |
| P25-02232 | Hilton Anaheim                                 | 660 | LCAP_5.36_TRVL/CONF- Gov. Budget 2025-01-22        | 010-5200    | 351.53         |
| P25-02233 | MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY | 630 | Rental / Kamala Chiller                            | 010-5600    | 21,000.00      |
| P25-02234 | VANAMAN GERMAN LLP                             | 380 | LCAP_2.5_SERV-Attorney Fees (TS)                   | 010-5899    | 4,500.00       |
| P25-02235 | VANAMAN GERMAN LLP                             | 380 | LCAP_2.5 SERV-Attorney Fees (TS)                   | 010-5899    | 7,200.00       |
| P25-02236 | Amazon Com                                     | 380 | LCAP_2.5 Materials & supplies for Meghan Scarpino  | 010-4300    | 169.03         |
| P25-02237 | Ventura Co Office Of Education                 | 057 | LCAP_3.38 Conf Instructional                       | 010-5200    | 50.00          |
| P25-02238 | ODP BUSINESS SOLUTIONS, LLC                    | 032 | LCAP_3.38_MATL/SUPL                                | 010-4300    | 501.09         |
| P25-02239 | Petesehria, LLC PizzaMan Dan's                 | 050 | LCAP_3.38_ Mat/Sup (STAFF)                         | 010-4300    | 800.00         |
| P25-02240 | Amazon Com                                     | 380 | LCAP_2.05 Materials & Supplies Arianna SaniTolman  | 010-4300    | 109.60         |
| P25-02241 | Amazon Com                                     | 032 | LCAP_5.06_matl/sup New Teacher - S. Bravo          | 010-4300    | 287.68         |

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| PO Number | Vendor Name   | Loc | Description                                    | Fund Object | Account Amount |
|-----------|---|-----|--|-------------|----------------|
| P25-02242 | Amazon Com  | 032 | LCAP_5.06_matl/sup New Teacher - C. Trigueros  | 010-4200    | 130.22         |
|           |   |     |  | 010-4300    | 140.00         |
| P25-02243 | Lakeshore Learning Materials                                | 054 | LCAP_3.38- Materials and sup-instructional     | 010-4300    | 80.90          |
| P25-02244 | Lakeshore Learning Materials                                | 038 | LCAP_3.38_ MATERIAL FOR KINDER MCMILLAN        | 010-4300    | 277.40         |
| P25-02245 | Lakeshore Learning Materials                                | 057 | LCAP_5.06_matl/sup New Teacher - M. Castro     | 010-4300    | 225.13         |
| P25-02246 | Lakeshore Learning Materials                                | 053 | LCAP_5.06_matl/sup New Teacher - M. Rodriguez  | 010-4300    | 250.12         |
| P25-02247 | Lakeshore Learning Materials                                | 032 | LCAP_5.06_matl/sup New Teacher - K. Smolarski  | 010-4300    | 67.43          |
| P25-02248 | Amazon Com  | 380 | LCAP_2.5 Materials & supplies for Marielena L. | 010-4300    | 230.28         |
| P25-02249 | Amazon Com  | 380 | LCAP_2.5 Materials & supplies for Marielena L. | 010-4300    | 56.26          |
| P25-02250 | Amazon Com  | 380 | LCAP_2.5 Materials & supplies for Kimberly W.  | 010-4300    | 201.27         |
| P25-02251 | Amazon Com  | 057 | LCAP_3.38 Materials and Supplies               | 010-4300    | 385.67         |
| P25-02252 | Amazon Com  | 315 | LCAP_2.19 Mtrl/Supl                            | 010-4300    | 44.49          |
| P25-02253 | Amazon Com  | 032 | LCAP_5.06_matl/sup New Teacher - C. Trigueros  | 010-4200    | 92.15          |
| P25-02254 | Amazon Com  | 032 | LCAP_5.06_matl/sup New Teacher - K. Smolarski  | 010-4300    | 268.67         |
| P25-02255 | Amazon Com  | 046 | LCAP_3.38 MATL-SUPL (INST)                     | 010-4300    | 350.86         |
| P25-02256 | Amazon Com  | 050 | LCAP_3.38_MATL/SUPPL                           | 010-4300    | 250.84         |
| P25-02257 | Amazon Com  | 058 | LCAP_3.38_Materials & Supplies                 | 010-4300    | 348.05         |
| P25-02258 | Amazon Com  | 057 | LCAP_3.38 Materials and Supplies               | 010-4300    | 259.37         |
| P25-02259 | Amazon Com  | 057 | LCAP_3.38 Materials and Supplies               | 010-4300    | 393.29         |
| P25-02260 | Amazon Com  | 057 | LCAP_3.38 Materials and Supplies               | 010-4300    | 263.05         |
| P25-02261 | Lakeshore Learning Materials-V                              | 066 | LCAP_3.38_ MATL/SUP-Instructional (L. Diaz)    | 010-4300    | 400.00         |
| P25-02262 | Lakeshore Learning Materials-V                              | 066 | LCAP_3.38_ MATL/SUP-Instructional (T.Gaynor)   | 010-4300    | 400.00         |
| P25-02263 | Lakeshore Learning Materials-V                              | 066 | LCAP_3.38 MATL/SUP-Instructional (J.Patton)    | 010-4300    | 400.00         |
| P25-02264 | VENTURA CTR FOR DISPUTE SETT. CONFLICT RESOLUTION INSTITUTE | 200 | LCAP_5.25 SERV                                 | 010-5800    | 30,000.00      |
| P25-02265 | COSTCO WHOLESALE CORPORATION                                | 355 | LCAP_3.41 Materials PD & parent meetings       | 010-4300    | 2,000.00       |
| P25-02266 | COSTCO WHOLESALE CORPORATION                                | 042 | LCAP_2.8 MAT/SUPL WELLNESS CENTER              | 010-4300    | 1,000.00       |
| P25-02267 | COSTCO WHOLESALE CORPORATION                                | 038 | LCAP_3.38_ OPEN PO FOR SIP DAY                 | 010-4300    | 1,000.00       |
| P25-02268 | ORIENTAL TRADING COMPANY                                    | 050 | LCAP_3.38_MATL/SUPPL                           | 010-4300    | 925.45         |

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| PO Number | Vendor Name  | Loc | Description  | Fund Object | Account Amount |
|-----------|--|-----|--|-------------|----------------|
| P25-02269 | Gopher Sport                                       | 041 | LCAP_3.03 (Mat-Sup) Gopher Supplies                | 010-4400    | 3,890.72       |
| P25-02270 | Guitar Center                                      | 066 | LCAP_3.38_-MATL/SUP Instructional                  | 010-4300    | 435.91         |
| P25-02271 | LITERACY RESOURCES                                 | 052 | LCAP_3.38_Mat/Supl-Instr                           | 010-4300    | 521.77         |
| P25-02272 | Litania Sports Group, Inc.                         | 041 | LCAP_3.03 (Mat-Sup) PE supplies                    | 010-4400    | 1,257.05       |
| P25-02273 | Positive Promotions                                | 040 | LCAP_3.38 MATL/SUPP                                | 010-4300    | 263.51         |
| P25-02274 | BARNES AND NOBLE BOOKSELLERS, INC.                 | 360 | LCAP_4.01 MATL-SUPL                                | 010-4200    | 443.56         |
| P25-02275 | NETWORK CRAZE TECHNOLOGIES INC                     | 056 | LCAP_3.38 MATL/SUPPL INSTRUCTIONAL                 | 010-4300    | 291.01         |
| P25-02276 | SCHOOL'S IN, LLC                                   | 041 | LCAP_3.03 (Mat-Sup) Lacross Supplies PE            | 010-4300    | 176.18         |
| P25-02277 | PEARSON ASSESSMENT                                 | 380 | LCAP_2.6 MAT/SUPL                                  | 010-4300    | 1,197.60       |
| P25-02278 | PEARSON ASSESSMENT                                 | 380 | LCAP_2.6 MAT/SUPL                                  | 010-4300    | 2,153.84       |
| P25-02279 | PRO-ED, Inc.                                       | 380 | LCAP_2.6 MATL/SUPL                                 | 010-4300    | 572.40         |
| P25-02280 | CDW G  | 355 | LCAP_3.41 Materials & supplies- department laptops | 010-4418    | 2,935.82       |
| P25-02281 | School Health Corporation                          | 003 | stores supplies                                    | 010-9320    | 229.97         |
| P25-02283 | School Nurse Supply Co                             | 003 | stores supplies                                    | 010-9320    | 819.38         |
| P25-02284 | Sinclair Sanitary Supply Inc                       | 003 | stores supplies                                    | 010-9320    | 4,189.74       |
| P25-02285 | PANERA BREAD COMPANY PANERA LL C                   | 048 | LCAP_3.38_ MTLs/SUPL-INSTR                         | 010-4300    | 732.10         |
| P25-02286 | Ventura Co Office Of Education                     | 380 | LCAP_2.5 SERV (HEARING TEST-EVAL)                  | 010-5800    | 720.00         |
| P25-02287 | Ventura Co Office Of Education                     | 380 | LCAP_2.5 SERV (HEARING TEST-EVAL)                  | 010-5800    | 1,260.00       |
| P25-02288 | Ventura Co Office Of Education                     | 320 | LCAP_3.33_serv - Y. Partida Data systems           | 010-5200    | 75.00          |
| P25-02289 | Southwest School & Office Sup                      | 003 | stores supplies                                    | 010-9320    | 5,219.13       |
| P25-02290 | CDW G  | 056 | LCAP_3.38 MATL/SUPPL INSTRUCTIONAL                 | 010-4300    | 681.76         |
| P25-02291 | Arrowhead Drinking Water                           | 038 | LCAP_3.38_ Ready Fresh Open PO                     | 010-4300    | 5,000.00       |
| P25-02292 | ODP BUSINESS SOLUTIONS, LLC                        | 003 | stores supplies                                    | 010-9320    | 10,529.10      |
| P25-02293 | Starfall Education Foundation                      | 066 | LCAP_3.38_- STWR APPS- Instructional               | 010-5818    | 355.00         |
| P25-02294 | IMAGE APPAREL FOR BUSINESS                         | 620 | SERV (24-25 UNIFORMS)                              | 010-5800    | 2,317.62       |
| P25-02295 | IMAGE APPAREL FOR BUSINESS                         | 630 | SERV (24-25 GROUNDS UNIFORMS)                      | 010-5800    | 658.34         |
| P25-02296 | Children's Museum of Santa Barbara, MOXI           | 052 | LCAP_3.38_SERV/ENTR FEE-Instr                      | 010-5800    | 300.00         |
| P25-02297 | MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES | 380 | LCAP_2.6 MAT/SUPL                                  | 010-4300    | 3,500.00       |
| P25-02298 | MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES | 380 | LCAP_2.6 MAT/SUPL                                  | 010-4300    | 2,500.00       |
| P25-02299 | RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS      | 380 | LCAP_2.6 MAT/SUPL                                  | 010-4300    | 5,000.00       |

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|-----------|---|-----|--|-------------|----------------|
| P25-02300 | CARNITAS EL BROTHER INC                     | 036 | LCAP_3.38 Materials and Supplies               | 010-4300    | 928.63         |
| P25-02301 | GOBULK.COM                                  | 050 | LCAP_3.38_MATL/SUPPL (INST)                    | 010-4300    | 514.46         |
| P25-02302 | Pickleball Holdings LLC Pickle ball Central | 041 | LCAP_3.03(Mat-Sup) PE-Pickleball Central       | 010-4300    | 2,010.16       |
| P25-02303 | Witherspoon Ent Inc DBA Port A Stor         | 048 | Rental/ Emergency Bin (Safety Credits)         | 010-5600    | 2,000.00       |
| P25-02304 | Tonertown All Brands Services               | 050 | LCAP_3.38 (Computer Supplies)                  | 010-4318    | 4,000.00       |
| P25-02305 | CALIFORNIA IT IN EDUCATION                  | 004 | LCAP_5.39_ITS/TRAV CONF CITE 2024              | 010-5200    | 1,210.00       |
| P25-02306 | Ashton Awards Inc Aswell Troph y            | 048 | LCAP_3.38_ MTLs/SUPL-INSTR                     | 010-4300    | 32.78          |
| P25-02307 | SCHOOL SERVICES OF CALIFORNIA, INC.         | 660 | LCAP_5.36_TRVL/CONF                            | 010-5200    | 550.00         |
| P25-02308 | Ashton Awards Inc Aswell Troph y            | 041 | LCAP_3.38(Mat-Sup) Lost Boyz & Bellez Club     | 010-4300    | 732.00         |
| P25-02309 | Toppers Pizza Place                         | 042 | LCAP_2.8 MAT/SUPL WELLNESS CENTER              | 010-4300    | 209.98         |
| P25-02310 | Jostens, Inc                                | 300 | LCAP_1.01_MTLs_Promotions                      | 010-4300    | 45,000.00      |
| P25-02311 | Prancers Farm Inc.                          | 060 | LCAP_3.38 MATL/SUP-Inst                        | 010-5800    | 540.00         |
| P25-02312 | R E FRESH PRODUCE LLC                       | 640 | LCAP_2.32_SUP                                  | 130-4700    | 7,119.00       |
| P25-02313 | General Binding Corp.                       | 055 | LCAP_3.38 LAMINATOR SERVICE CALL               | 010-5632    | 966.65         |
| P25-02314 | CARNITAS EL BROTHER INC                     | 046 | LCAP_3.38 MATL-SUPL (INST)                     | 010-4300    | 999.00         |
| P25-02315 | Amazon Com                                  | 046 | LCAP_2.19 MATL-SUPL (ELOP)                     | 010-4300    | 380.87         |
| P25-02316 | Amazon Com                                  | 042 | LCAP_3.38 MAT/SUPL                             | 010-4418    | 535.29         |
| P25-02317 | BOWLERO OXNARD                              | 345 | Materials/Services HOSP-0                      | 010-4300    | 422.77         |
| P25-02318 | SCRIPPS MEDIA INC VENTURA COUN TY STAR      | 650 | SVC/ LEGAL AD- (MWEST- IOR SVCS NEW MOD BLDGS) | 350-6250    | 449.78         |
| P25-02319 | SCRIPPS MEDIA INC VENTURA COUN TY STAR      | 650 | SVC/ LEGAL AD- (MWEST- LOR SVCS NEW MOD BLDGS) | 350-6250    | 470.96         |
| P25-02320 | Amazon Com                                  | 315 | LCAP_2.19 Mtrl/Supl                            | 010-4300    | 3,513.54       |
| P25-02321 | Amazon Com                                  | 055 | LCAP_3.38_ OFFICE/TEACHER SUPPLIES             | 010-4300    | 758.35         |
| P25-02322 | Hilton San Diego Gaslamp Quart              | 004 | LCAP_5.39_ITS/ TRAV CONF CITE 24 HOTEL         | 010-5200    | 2,779.20       |
| P25-02323 | Tom Rey Garcia dba/ Tomas Cafe & Gallery    | 058 | LCAP_3.38_Materials & Supplies                 | 010-4300    | 747.66         |
| P25-02324 | Amazon Com                                  | 320 | matl/sup_Title IV_Santa Clara                  | 010-4300    | 750.21         |
| P25-02325 | Amazon Com                                  | 059 | LCAP_2.05 Materials & Supplies                 | 010-4300    | 574.54         |
| P25-02326 | SCRIPPS NATL SPELLING BEE                   | 042 | LCAP_3.38 SERV                                 | 010-5800    | 174.50         |
| P25-02327 | Walmart                                     | 345 | LCAP_3.41 Materials & Supplies                 | 010-4300    | 300.00         |
| P25-02328 | Amazon Com                                  | 059 | LCAP_2.05 Materials & Supplies                 | 010-4300    | 532.06         |
| P25-02329 | Amazon Com                                  | 046 | LCAP_3.38 MATL-SUPL (INST)                     | 010-4300    | 283.47         |
| P25-02330 | Amazon Com                                  | 036 | LCAP_3.38 Materials & Supplies Instructional   | 010-4300    | 497.19         |
| P25-02331 | Amazon.Capital Services                     | 055 | LCAP_3.38_ CRAFT PAPER FOR TEACHERS            | 010-4300    | 399.71         |

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|-----------|--|-----|--|-------------|----------------|
| P25-02332 | Amazon.Capital Services                              | 055 | LCAP_3.38_ KRAFT PAPER FOR TEACHERS ORDER#2  | 010-4300    | 221.75         |
| P25-02333 | VENTURA CO SCHOOL BOARDS ASSOC ATTN: CALVIN PETERSON | 100 | VCSBA Dinner                                 | 010-5200    | 25.00          |
|           |  |     |  | 010-5220    | 25.00          |
|           |  |     |  | 010-5223    | 25.00          |
|           |  |     |  | 010-5224    | 25.00          |
|           |  |     |  | 010-5225    | 25.00          |
| P25-02334 | COSTCO WHOLESALE CORPORATION                         | 056 | LCAP_3.38_Open order/ refreshments           | 010-4300    | 410.14         |
| P25-02335 | Focusing and Expressive Arts Institute               | 385 | LCAP_3.18                                    | 010-4300    | 1,350.00       |
| P25-02336 | CARNITAS EL BROTHER INC                              | 050 | LCAP_3.38_ Mat/Sup (STAFF)                   | 010-4300    | 830.28         |
| P25-02337 | ORIENTAL TRADING COMPANY                             | 059 | LCAP_2.25 Materials & Supplies               | 010-4300    | 246.85         |
| P25-02338 | VEX ROBOTICS LLC                                     | 042 | LCAP_3.38 MAT/SUPL                           | 010-4300    | 8,631.82       |
| P25-02339 | Calif Science Teachers Assn                          | 345 | LCAP_3.06 TRAVEL & CONFERENCE K MAJDA        | 010-5200    | 340.00         |
| P25-02340 | RIVERSIDE ASSESSMENTS LLC RIVERSIDE INSIGHTS         | 380 | LCAP_2.6 SERV                                | 010-5818    | 3,299.08       |
| P25-02341 | GOBULK.COM   | 056 | LCAP_3.38_Materials and Supplies             | 010-4300    | 590.29         |
| P25-02342 | digiCOACH, Inc.                                      | 051 | LCAP_3.38_SOFTWARE / ONLINE LICENSE          | 010-5818    | 2,495.00       |
| P25-02343 | SCHOOL SERVICES OF CALIFORNIA, INC.                  | 100 | SSC- Governor's Services of California       | 010-5200    | 340.00         |
| P25-02344 | Teachers Pay Teachers                                | 380 | LCAP_2.05 Curriculum                         | 010-4300    | 147.98         |
| P25-02345 | Gopher Sport   | 032 | LCAP_3.38_MATL / SUPL                        | 010-4300    | 279.92         |
| P25-02346 | Lakeshore Learning Materials                         | 038 | LCAP_3.38_ Material for Kinder Valerio       | 010-4300    | 280.14         |
| P25-02347 | SCHOOL TECH SUPPLY                                   | 385 | LCAP_2.05 EQUIP                              | 010-4418    | 2,760.92       |
| P25-02348 | CDW G  | 315 | LCAP_2.18 & 2.19 Office Equipment            | 010-4300    | 825.64         |
| P25-02349 | ENVISION CONSULTING GROUP INC                        | 200 | MATL/SUPP (Emp Handbook)                     | 010-5800    | 6,000.00       |
| P25-02350 | NAEYC  | 345 | LCAP_3.06 TRAVEL & CONFERENCE: K. LEPPALUOTO | 010-5200    | 600.00         |
| P25-02351 | CASP   | 380 | LCAP_3.06                                    | 010-5200    | 1,122.00       |
| P25-02352 | Uline  | ERC | MTLS/SUPPLIES                                | 010-4300    | 678.84         |
| P25-02353 | VENTURA CO SCHOOL BOARDS ASSOC                       | 100 | Membership                                   | 010-5300    | 200.00         |
| P25-02354 | Ventura Co Star                                      | 315 | SERV- LEGAL AD (RFP - ELOP)                  | 010-5800    | 196.08         |
| P25-02355 | Amazon.Capital Services                              | 055 | LCAP_3.38_ CABLES NEEDED FOR SITE            | 010-4300    | 105.77         |
| P25-02356 | Amazon Com   | 315 | LCAP_2.19 Mtrl/Supl                          | 010-4300    | 2,644.49       |
| P25-02357 | Amazon Com   | 066 | LCAP_3.38_-MATL/SUP-Instructional            | 010-4300    | 207.58         |
| P25-02358 | Amazon Com   | 066 | LCAP_3.38_-MATL/SUP-Instructional            | 010-4300    | 86.20          |
| P25-02359 | Amazon Com   | 051 | LCAP_3.38 MATERIALS/SUPPLIES (Instructional) | 010-4300    | 155.49         |

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| P25-02360 | Amazon Com                                     | 051 | LCAP_3.38 MATERIALS/SUPPLIES (Instructional)       | 010-4300    | 25.74          |
| P25-02361 | GENERAL PRINTING & DESIGN, INC                 | 057 | LCAP_3.38 Materials and Supplies                   | 010-4300    | 1,584.13       |
| P25-02362 | Urbane Cafe Alex Bello-Mgr                     | 640 | LCAP_2.32 CATERING ELOP                            | 130-4300    | 212.91         |
| P25-02363 | Urbane Cafe Alex Bello-Mgr                     | 640 | LCAP_2.32 MATH TRAINING (ASPPD)                    | 130-4300    | 212.91         |
| P25-02364 | Urbane Cafe Alex Bello-Mgr                     | 640 | LCAP_2.32 CATERING ELOP                            | 130-4300    | 212.91         |
| P25-02365 | Art Trek                                       | 048 | TITLE 1/SERV - LCAP 1,9                            | 010-5800    | 31,112.50      |
| P25-02366 | Amazon Com                                     | 038 | LCAP_3.38_Headphones for 2nd and 3rd grade         | 010-4300    | 642.64         |
| P25-02367 | Amazon Com                                     | 355 | LCAP_3.41 Materials & supplies for Brennan         | 010-4200    | 483.09         |
| P25-02368 | Amazon Com                                     | 056 | LCAP_3.38_Material and Supplies                    | 010-4300    | 51.02          |
| P25-02369 | Amazon Com                                     | 056 | LCAP_3.38_Material and Supplies                    | 010-4300    | 221.66         |
| P25-02370 | Amazon Com                                     | 056 | LCAP_3.38_Materials and Supplies                   | 010-4300    | 881.20         |
| P25-02371 | Amazon Com                                     | 051 | LCAP_3.38 MATERIALS/SUPPLIES (Instructional)       | 010-4300    | 148.95         |
| P25-02372 | Amazon Com                                     | 051 | LCAP_3.38_MATERIALS/SUPPLIES (Instructional)       | 010-4300    | 106.56         |
| P25-02373 | Amazon Com                                     | 315 | LCAP_2.19 Matl/supl Kamala                         | 010-4300    | 740.88         |
| P25-02374 | Amazon Com                                     | 630 | Materials and Supplies                             | 010-4300    | 178.11         |
| P25-02375 | Amazon Com                                     | 051 | LCAP_3.38_MATERIALS/SUPPLIES (Instructional)       | 010-4300    | 232.87         |
| P25-02376 | Amazon Com                                     | 300 | LCAP_3.05_MTLS                                     | 010-4300    | 585.03         |
| P25-02377 | Amazon Com                                     | 041 | LCAP_(Mat-Sup) Amazon supplies-Reagan & Cannon     | 010-4300    | 213.38         |
| P25-02378 | ALLEN ELECTRIC & LIGHTING, INC                 | 630 | Professional Services / Rose Avenue                | 215-5800    | 7,602.16       |
| P25-02379 | TRI-SIGNAL INTEGRATION, INC.                   | 630 | Waterflow Bells / ESC                              | 010-5632    | 2,334.92       |
| P25-02380 | TRI-SIGNAL INTEGRATION, INC.                   | 630 | Waterflow Bells / ELOP                             | 010-5632    | 1,167.96       |
| P25-02381 | LEONARDO SAUCEDO LEON AUTO BOD Y SHOP          | 630 | Vehicle Repair #166                                | 010-5632    | 4,481.91       |
| P25-02382 | United Refrigeration Inc                       | 630 | HVAC Equipment                                     | 010-4400    | 2,435.19       |
| P25-02383 | TETRA TECH INC                                 | 630 | BOND/CEQA SVCS (LOPEZ RECON PROJ)                  | 215-6250    | 4,000.00       |
| P25-02384 | CITY OF OXNARD FIRE RECOVERY U SA, LLC         | 630 | Professional Service/Fire Inspection/Various Sites | 010-5800    | 373.00         |
| P25-02385 | MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY | 630 | Rental / Kamala Chiller                            | 010-5600    | 10,500.00      |
| P25-02386 | Drapery Affair The Floor Store                 | 630 | Materials and Supplies / Sierra Linda              | 010-4300    | 12,945.03      |
| P25-02387 | Drapery Affair The Floor Store                 | 630 | Materials and Supplies / Sierra Linda              | 010-4300    | 2,179.54       |
| P25-02388 | Div Of The State Architect                     | 630 | Bond Funds / DSA Fees / Fremont                    | 215-6220    | 413,750.00     |
| P25-02389 | Dial Security                                  | 630 | Professional Services / Alarm Response             | 010-5800    | 130.00         |
| P25-02390 | CITY OF OXNARD FIRE RECOVERY U SA, LLC         | 630 | Professional Service/Fire Inspection/Harrington    | 010-5800    | 115.00         |

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Includes Purchase Orders dated 10/02/2024 - 11/04/2024

| PO Number | Vendor Name   | Loc | Description                                      | Fund Object | Account Amount |
|-----------|---|-----|--|-------------|----------------|
| P25-02391 | United Refrigeration Inc                              | 630 | HVAC Equipment                                   | 010-4400    | 1,417.19       |
| P25-02392 | United Refrigeration Inc                              | 630 | HVAC Equipment                                   | 010-4400    | 2,248.17       |
| P25-02393 | United Refrigeration Inc                              | 630 | HVAC Equipment                                   | 010-4400    | 7,200.41       |
| P25-02394 | EMERGENCY LIGHTING EQUIPMENT S ERV INC/ELESCO         | 630 | Professional Services / Marshall, Harr. Elm      | 010-5800    | 13,587.50      |
| P25-02395 | Department Of Industrial Relat                        | 630 | Conveyance Fees / Lemonwood                      | 010-5800    | 675.00         |
| P25-02396 | FARMIVORE INC   | 640 | LCAP_2.31 FOOD/SUPPLIES                          | 130-4700    | 3,960.00       |
| P25-02397 | SMART AND FINAL-C.I. BLVD                             | 640 | LCAP_2.32_SUP/MATL                               | 130-4300    | 500.00         |
|           |   |     |  | 130-4700    | 500.00         |
| P25-02398 | CONSTRUCTION TESTING & ENG DBA UNIVERSAL ENG. SCIENCE | 630 | BOND/GEOTECH SVCS (LOPEZ RECONST.PROJECT)        | 215-6250    | 27,900.00      |
| P25-02399 | CONSTRUCTION TESTING & ENG DBA UNIVERSAL ENG. SCIENCE | 630 | BOND/DTSC COMPL SVCS (LOPEZ RECONST.PROJECT)     | 215-6250    | 2,400.00       |
| P25-02400 | KENCO CONSTRUCTION SVCS INC                           | 630 | BOND/ DSA IOR SERVICES (MCA MOD PROJECT)         | 215-6250    | 150,000.00     |
| P25-02401 | KENCO CONSTRUCTION SVCS INC                           | 630 | BOND/ DSA IOR SERVICES (RIT MOD PROJECT)         | 215-6250    | 150,000.00     |
| P25-02402 | SVA Architects, Inc.                                  | 630 | BOND/ARCHITECT (LEM CHANGING RMS)                | 215-6210    | 138,450.00     |
| P25-02403 | SVA Architects, Inc.                                  | 630 | BOND/ARCHITECT (MARSHALL CHANGING RMS)           | 215-6210    | 128,800.00     |
| P25-02404 | VIOLA INC.  | 630 | BOND/BLDG (PRE-CONST SVCS/MCA)                   | 215-6250    | 17,310.00      |
| P25-02405 | Franklin Covey  | 300 | LCAP_5.15/ SERV                                  | 010-5800    | 12,836.11      |
| P25-02406 | ALVARO VENEGAS dba/ SWEAT III                         | 040 | LCFF/ T3 - SERV (LCAP_1.23/3.2-3.3))             | 010-5800    | 19,450.00      |
| P25-02407 | Printech  | 056 | LCAP_3.38_ MAINT AGRMTS                          | 010-5631    | 1,280.00       |
| P25-02408 | Gopher Sport  | 041 | LCAP_3.03(Mat-Sup) Gopher - PE Material/Supplies | 010-4300    | 13,335.08      |
|           |   |     |  | 010-4400    | 4,217.50       |
| P25-02409 | Faber Communications Corp                             | 620 | LCAP_2.30 MATER / SERV                           | 010-4300    | 17,380.44      |
|           |   |     |  | 010-5900    | 9,651.00       |
| P25-02410 | AC Supply Co  | 355 | LCAP_3.41 Mat/sup for E. Steiner rocket          | 010-4300    | 4,443.97       |
| P25-02411 | MAXI AIDS, INC  | 385 | LCAP_5.31  | 010-4300    | 139.86         |
| P25-02412 | UNDERWOOD FAMILY FARMS LP                             | 315 | LCAP_2.19_ELOP FT                                | 010-5800    | 1,674.00       |
| P25-02413 | Amazon Com  | 055 | LCAP_3.38_ SUPPLIES FOR OM & T.O.S.A.            | 010-4300    | 127.34         |
|           |   |     |  | 010-4318    | 310.03         |
| P25-02414 | COSTCO WHOLESALE CORPORATION                          | 066 | LCAP_3.38_-MATL/SUP-Instructional                | 010-4300    | 300.00         |
| P25-02415 | Amazon Com  | 610 | Matls/Sup - Safety                               | 010-4300    | 122.04         |
| P25-02416 | SMART AND FINAL-C.I. BLVD                             | 041 | LCAP_3.38 (Mat-Sup) Supplies-Smart N Final PO    | 010-4300    | 750.00         |
| P25-02417 | Boxwood Technology Inc                                | 200 | LCAP_5.25_ADVERTISING (Admin Job Postings)       | 010-5800    | 2,000.00       |

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| P25-02418 | COSTCO WHOLESALE CORPORATION                     | 041 | LCAP_3.38 (Mat-Sup) Supplies - PO Costco           | 010-4300    | 750.00         |
| P25-02419 | Walmart  | 041 | LCAP_3.38 (Mat-Sup) Supplies                       | 010-4300    | 750.00         |
| P25-02420 | VALLARTA SUPERMARKETS                            | 060 | LCAP_3.38 MATL/SUP-Inst.                           | 010-4300    | 250.00         |
| P25-02421 | COSTCO WHOLESALE CORPORATION                     | 060 | LCAP_3.38. MATL/SUP-Ins.                           | 010-4300    | 1,000.00       |
| P25-02422 | Smart And Final Iris Co-N. Ox. Blvd              | 060 | LCAP_3.38. MATL/SUP-Ins                            | 010-4300    | 300.00         |
| P25-02423 | Smart And Final Iris Co-N. Ox. Blvd              | 056 | LCAP_3.38_Open PO Material and Supplies            | 010-4300    | 1,000.00       |
| P25-02424 | COSTCO WHOLESALE CORPORATION                     | 041 | LCAP_3.38(Mat-Sup) P.O. Costco                     | 010-4400    | 664.49         |
| P25-02425 | Amazon Com                                       | 050 | LCAP_5.06_matl/sup New Teacher - J. Roque          | 010-4300    | 203.90         |
| P25-02426 | Amazon Com                                       | 050 | LCAP_5.06_matl/sup New Teacher - J. Roque          | 010-4300    | 105.61         |
| P25-02427 | Amazon Com                                       | 046 | LCAP_3.38 MATL-SUPL (INST)                         | 010-4300    | 1,028.80       |
| P25-02428 | GREAT PACIFIC PUMPKINS                           | 315 | LCAP_2.18 Service                                  | 010-4300    | 2,955.00       |
| P25-02429 | PRO-ED, Inc.                                     | 380 | LCAP_2.05 SUBSC                                    | 010-5818    | 15,444.00      |
| P25-02430 | Shannon e Wampler Play Therapy Supply LLC        | 385 | LCAP_2.6   | 010-4300    | 13,637.04      |
| P25-02431 | SCHOLASTIC-FACE AND LITERACY I NITIATIVES        | 059 | LCAP_2.05 Books Other Than Textbooks               | 010-4200    | 365.44         |
| P25-02432 | Bjorem Speech Publications                       | 380 | LCA_2.05 Materials & Supplies                      | 010-4300    | 143.10         |
| P25-02433 | CDW G  | 380 | LCAP_2.5_COMPUTER EQUIPMENT (Laptop DJ)            | 010-4418    | 2,516.61       |
| P25-02434 | Petroleum Telcom Inc DBA Telecom                 | 610 | Safety Materials and Supplies                      | 010-4300    | 406.08         |
| P25-02435 | Maad Graphics                                    | 058 | LCAP_3.38_Materials and Supplies                   | 010-4300    | 600.88         |
| P25-02436 | CDW G  | 058 | LCAP_3.38_Materials & Supplies                     | 010-4318    | 818.56         |
| P25-02437 | Lakeshore Learning Materials                     | 058 | LCAP_3.38_Materials & Supplies                     | 010-4300    | 15.56          |
| P25-02438 | Liz Party Rental                                 | 050 | LCAP_3.38 RENTALS                                  | 010-5600    | 120.00         |
| P25-02439 | Lucha Inc. Inlakech Cultural Arts Center         | 050 | LCAP_3.38 SERV                                     | 010-5800    | 400.00         |
| P25-02440 | Petroleum Telcom Inc DBA Telecom                 | 052 | LCAP_3.38_MATL-SUPL/INSTR                          | 010-4300    | 1,237.26       |
| P25-02441 | EL POLLO NORTENO INC                             | 054 | LCAP_3.38- matl/sup-instructional                  | 010-4300    | 759.00         |
| P25-02442 | CDW G  | 660 | LCAP_5.36 Software Licences                        | 010-5818    | 248.07         |
| P25-02443 | Printech   | 051 | LCAP_3.38_MATERIALS/SUPPLIES                       | 010-4300    | 928.32         |
| P25-02444 | Printech   | 056 | LCAP-3.38_open PO Materials and Supplies Duplo ink | 010-4300    | 387.53         |
| P25-02445 | ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING | 055 | LCAP_3.38_MARSHALL AVID GEAR                       | 010-4300    | 2,931.18       |
| P25-02446 | SCHOOL TECH SUPPLY                               | 041 | LCAP_3.38(Mat-Sup) Mat. Laptop STS Education       | 010-4418    | 1,969.78       |
| P25-02447 | SCHOOL TECH SUPPLY                               | 041 | LCAP_3.38(Mat-Sup) Laptops- STS                    | 010-4418    | 2,966.10       |

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| P25-02448 | Petroleum Telecom Inc DBA Telecom            | 051 | LCAP_3.38_EQUIPMENT                           | 010-4300    | 158.41         |
| P25-02450 | Chef's Toys & Star Rest Equip                | 640 | LCAP_2.32_SUP/MATL                            | 130-4300    | 410.23         |
| P25-02451 | Chef's Toys & Star Rest Equip                | 640 | LCAP_2.32_EQUIP                               | 130-4400    | 4,716.99       |
| P25-02452 | Amazon Com                                   | 041 | LCAP_3.03(Mat-Sup) PE- Amazon                 | 010-4300    | 2,344.89       |
| P25-02453 | Southwest Airlines                           | 100 | LCAP 5.03 ACSA NSSS - Flight arrangements     | 010-5200    | 259.97         |
| P25-02454 | Hyatt Regency Sacramento                     | 345 | LCAP_3.09 TRAVEL & CONFERENCE- MAJDA, K.      | 010-5200    | 1,157.11       |
| P25-02455 | Hyatt House Anaheim Resort Convention Center | 345 | LCAP_3.06 TRAVEL & CONFERENCE (K. LEPPALUOTO) | 010-5200    | 1,483.56       |
| P25-02456 | ODP BUSINESS SOLUTIONS, LLC                  | 032 | LCAP_3.38_MATL / SUP/ INST                    | 010-4300    | 450.50         |
| P25-02457 | GREAT PACIFIC PUMPKINS                       | 315 | LCAP_2.19 Entrance Fee                        | 010-5800    | 710.00         |
| P25-02458 | VENTURA UNIFIED SCHOOL DIST                  | 041 | LCAP_3.38(Mat-Sup) Entrance fees              | 010-5800    | 42.00          |
| P25-02459 | FAGEN FRIEDMAN & FULFROST LLP                | 385 | LCAP_2.4                                      | 010-5200    | 125.00         |
| P25-02460 | Hertzberg New Method Inc                     | 052 | LCAP_3.38_Books othr txtbk/Instr              | 010-4200    | 25.25          |
| P25-02461 | PAVEMENT ENGINEERING INC                     | 630 | DEF MAINT (SUPPORT- VARIOUS SITES)            | 140-6173    | 140,400.00     |
| P25-02462 | EJ Harrison & Sons Inc                       | 001 | UTIL (DIST WIDE TRASH PU)                     | 010-5570    | 200,000.00     |
| P25-02463 | ACSA/FOUNDATION FOR EDUCATIONA L ADMIN.      | 100 | 2024 ACSA Leadership Summit                   | 010-5200    | 939.00         |
| P25-02464 | Caldwell Flores Winters, Inc                 | 600 | SVC - STATE AID                               | 350-5800    | 254,619.00     |
| P25-02465 | Amazon Com                                   | 046 | LCAP_3.38 MATL-SUPL (INST)                    | 010-4300    | 797.74         |
| P25-02466 | Amazon Com                                   | 050 | LCAP_3.38_MATL/SUPL (INST)                    | 010-4300    | 43.68          |
| P25-02467 | Amazon Com                                   | 050 | LCAP_3.38_MATL/SUPL (INST)                    | 010-4300    | 46.90          |
| P25-02468 | Amazon Com                                   | 050 | LCAP_3.38_MATL/SUPL (INST)                    | 010-4300    | 46.90          |
| P25-02469 | Amazon Com                                   | 050 | LCAP_3.38_MATL/SUPL (INST)                    | 010-4300    | 46.90          |
| P25-02470 | Amazon Com                                   | 042 | LCAP_3.38 MAT/SUPL                            | 010-4300    | 262.75         |
| P25-02471 | Amazon Com                                   | 044 | LCAP_2.19_MATL.                               | 010-4300    | 233.57         |
| P25-02472 | Amazon Com                                   | 050 | LCAP_3.38_MATL/SUPL (INST)                    | 010-4300    | 75.93          |
| P25-02473 | Amazon Com                                   | 050 | LCAP_3.38_MATL/SUPL (INST)                    | 010-4300    | 100.15         |
| P25-02474 | Amazon Com                                   | 050 | LCAP_3.38_MATL/SUPL (ADMIN)                   | 010-4300    | 321.22         |
| P25-02475 | KUYPERS CONSULTING INC                       | 385 | LCAP_3.18                                     | 010-5200    | 7,128.00       |
| P25-02476 | Rochester 100, Inc                           | 050 | LCAP_3.38_MATL/SUPL (INST)                    | 010-4300    | 158.41         |
| P25-02477 | CARNITAS EL BROTHER INC                      | 041 | LCAP_3.38(Mat-Sup) Staff PD 10/14/24          | 010-4300    | 1,048.80       |
| P25-02478 | Urbane Cafe Alex Bello-Mgr                   | 040 | LCAP_3.38 MATL/SUPP                           | 010-4300    | 797.40         |
| P25-02479 | Shaw Hr Consulting                           | 200 | LCAP_5.25_SVCS (N Magana)                     | 010-5800    | 82.50          |
| P25-02480 | SCHOLASTIC-MAGAZINES                         | 066 | LCAP_3.38_MATL/SUP (INST)                     | 010-4300    | 191.14         |
| P25-02481 | SCHOOLMART                                   | 051 | LCAP_3.38_MATERIALS/SUPPLIES (Instructional)  | 010-4300    | 613.19         |
| P25-02482 | LA LIBRERIA INC                              | ERC | LCAP_3.35 TXTBK & INST MATLS                  | 010-4200    | 84.49          |
| P25-02483 | LA LIBRERIA INC                              | ERC | LCAP_3.35 TXTBK & INST MATLS                  | 010-4200    | 162.70         |
| P25-02484 | PEAR DECK, INC                               | 051 | LCAP_3.38_ SUBSCRIPTIONS                      | 010-5818    | 3,316.90       |
| P25-02485 | Chumash Indian Museum                        | 051 | LCAP_3.38_SERVICES (Instruction)              | 010-5800    | 690.00         |

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| P25-02486 | ULINE  | 041 | LCAP_3.38 (Mat-Sup) ULINE-Supplies            | 010-4300    | 603.52         |
| P25-02487 | Renaissance Learning Inc                                   | 052 | LCAP_3.38_MATL-Online Subscr                  | 010-5818    | 1,911.80       |
| P25-02488 | Superior Sanitary Supplies                                 | 003 | stores supplies                               | 010-9320    | 427.06         |
| P25-02489 | Sinclair Sanitary Supply Inc                               | 003 | stores supplies                               | 010-9320    | 3,504.98       |
| P25-02490 | SCHOOL TECH SUPPLY   | 004 | LCAP_5.39_ITS/ Laptop Screen Repair           | 010-5618    | 147.39         |
| P25-02491 | SCHOOL TECH SUPPLY   | 004 | LCAP_5.39_ITS/ Laptop Screen Repair           | 010-5618    | 147.39         |
| P25-02492 | Lakeshore Learning Materials                               | 050 | LCAP_3.38_MATL/SUPLY(INST)                    | 010-4300    | 195.45         |
| P25-02493 | Printech   | 042 | LCAP_3.38 MAT/SUPL                            | 010-4300    | 387.53         |
| P25-02494 | Ventura Co Office Of Education                             | 042 | LCAP_3.38 TRAVEL/ CONF                        | 010-5200    | 75.00          |
| P25-02495 | ANIXTER INC  | 630 | Locksmith Materials and Supplies              | 010-4343    | 5,772.23       |
|           |  |     |   | 010-4400    | 784.31         |
| P25-02496 | Sunbelt Rentals, Inc                                       | 051 | LCAP_3.38_RENTALS/SERVICES                    | 010-5600    | 112.28         |
| P25-02497 | Veritiv Operating Company                                  | 003 | stores supplies                               | 010-9320    | 22,021.09      |
| P25-02499 | Maxim Healthcare Services Inc dba/Maxim Staffing Solutions | 380 | LCAP_2.05 SERV (PSYCH'S)                      | 010-5100    | 700,000.00     |
| P25-02500 | SCHOOL TECH SUPPLY   | 004 | LCAP_5.39_ITS/ Laptop Repair                  | 010-5618    | 207.46         |
| P25-02501 | SCHOOL TECH SUPPLY   | 345 | LCAP 5.14 COMPUTER MATERIALS & SUPPLIES       | 010-4300    | 185.71         |
| P25-02502 | CMC SOUTH  | 355 | LCAP_3.09 Travel/Conf for Matt & Ginamarie    | 010-5200    | 580.00         |
| P25-02503 | Amazon Com   | 066 | LCAP_3.38_-MATL/SUP-Instructional( Music-Ash) | 010-4300    | 122.75         |
| P25-02504 | Amazon Com   | 360 | LCAP_4.01 MATL-SUPL                           | 010-4300    | 684.28         |
| P25-02505 | Amazon Com   | 066 | LCAP_3.38_-MATL/SUP-Insturional               | 010-4200    | 147.62         |
| P25-02506 | Amazon Com   | 053 | LCAP_3.38 MATL/SUPLY(INST)                    | 010-4300    | 723.76         |
| P25-02507 | Amazon Com   | 056 | LCAP_3.38_ Materials and Supplies             | 010-4300    | 21.10          |
| P25-02508 | Amazon Com   | 054 | LCAP3.38- Matl/sup-instructional              | 010-4300    | 315.75         |
| P25-02509 | Amazon Com   | 041 | LCAP_3.38 (Mat-Sup) Amazon office supplies    | 010-4300    | 2,143.26       |
| P25-02510 | Amazon Com   | 032 | LCAP_3.38 / BKS OTHER THAN TXT                | 010-4200    | 530.90         |
| P25-02511 | Amazon Com   | 055 | LCAP_3.38_MS. GONZALES SUPPLIES               | 010-4300    | 517.91         |
| P25-02512 | Amazon Com   | 360 | LCAP_4.01 MATL-SUPL                           | 010-4300    | 293.11         |
| P25-02513 | Amazon Com   | 056 | LCAP_3.38 MATL/SUPLY                          | 010-4300    | 195.25         |
| P25-02514 | Amazon Com   | 046 | LCAP_3.38 MATL-SUPL (INST)                    | 010-4300    | 302.56         |
| P25-02515 | Amazon Com   | 038 | LCAP_3.38_ Materials and supplies ART Class   | 010-4300    | 574.99         |
| P25-02516 | Amazon Com   | 038 | LCAP_3.38_ Materials and supplies ART Class   | 010-4300    | 709.08         |
| P25-02517 | Amazon Com   | 038 | LCAP_3.38_Materilas and Supplies Art class    | 010-4300    | 320.32         |
| P25-02518 | Amazon Com   | 038 | LCAP_3.38_ Materials and Supplies Cobian      | 010-4300    | 298.11         |

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| P25-02519 | Amazon Com  | 056 | LCAP_3.38_Materials And Supplies                   | 010-4300    | 23.38          |
| P25-02520 | Amazon Com  | 056 | LCAP_3.38_Materials and Supplies                   | 010-4300    | 64.16          |
| P25-02521 | Amazon Com  | 056 | LCAP_3.38_Materials and Supplies                   | 010-4300    | 138.10         |
| P25-02522 | Amazon Com  | 066 | LCAP_3.38_-MATL/SUP-Instructional                  | 010-4300    | 324.32         |
| P25-02523 | Amazon Com  | 041 | LCAP_3.38(Mat-Sup) Supp:Family Engmt 11/6/24       | 010-4300    | 412.83         |
| P25-02524 | Amazon Com  | 032 | LCAP_3.38_MATL SUPL                                | 010-4300    | 517.41         |
| P25-02525 | Amazon Com  | 055 | LCAP_3.38_ OFFICE SUPPLIES                         | 010-4300    | 56.47          |
| P25-02526 | Amazon Com  | 041 | LCAP_3.38(Mat-Sup) Supp: Family Engmt 11/6/24      | 010-4300    | 995.64         |
| P25-02527 | Amazon Com  | 056 | LCAP_3.38_Materials and Supplies                   | 010-4300    | 46.47          |
| P25-02528 | Amazon Com  | 056 | LCAP_3.38_Materials and Supplies                   | 010-4300    | 113.07         |
| P25-02529 | Amazon Com  | 041 | LCAP_3.38(Mat-Sup) Supp: Family Engmt 11/6/24      | 010-4300    | 179.98         |
| P25-02530 | Amazon Com  | 041 | LCAP_3.38(Mat-Sup) Mat/Supp Frank 24/25 yr.        | 010-4300    | 711.24         |
| P25-02531 | Amazon Com  | 038 | _LCAP_3.38_ Materials/ supplies Parent Engagement  | 010-4300    | 1,319.39       |
| P25-02532 | Amazon Com  | 038 | _LCAP_3.38_ Materials/Supplies Parent Engagement   | 010-4300    | 400.24         |
| P25-02533 | Amazon Com  | 056 | LCAP_3.38_Materials and Supplies                   | 010-4300    | 117.29         |
| P25-02534 | Amazon Com  | 200 | MATL/SUPP (Privacy screens)                        | 010-4300    | 203.42         |
| P25-02535 | Amazon Com  | 056 | LCAP_3.38_Material and supplies                    | 010-4300    | 57.26          |
| P25-02536 | Amazon Com  | 056 | LCAP_3.38_Materials and Supplies                   | 010-4300    | 36.48          |
| P25-02537 | Calif Dept Of Educ                                | 620 | LCAP_2.30/CONFERENCE REG FEE                       | 010-5200    | 1,200.00       |
| P25-02538 | Elan Publishing Co Inc                            | 003 | stores supplies                                    | 010-9320    | 356.23         |
| P25-02539 | Southwest Airlines                                | 620 | LCAP_2.30 Travel                                   | 010-5200    | 559.90         |
| P25-02540 | SAC HOSPITALITY LLC HILTON SAC RAMENTO ARDEN WEST | 620 | LCAP_2.30/HOTEL RESERV. FOR CDE CONFERENCE         | 010-5200    | 1,766.02       |
| P25-02541 | American National Red Cross                       | 620 | LCAP_2.30 PROF/SERVICES                            | 010-5800    | 1,036.60       |
| P25-02542 | FROG ENVIRONMENTAL, INC.                          | 620 | LCAP_4.04 - SERV/ RRM                              | 010-5800    | 5,536.00       |
| P25-02543 | READ WRITE THINK, LLC                             | 051 | T1/SERV  | 010-5800    | 59,400.00      |
| P25-02544 | READ WRITE THINK, LLC                             | 048 | T1/SERV  | 010-5800    | 66,000.00      |
| P25-02545 | Witherspoon Ent Inc DBA Port A Stor               | 056 | LCAP_3.38_RENTALS                                  | 010-5600    | 840.00         |
| P25-02546 | Aswell Trophy And Engraving                       | 630 | Materials and Supplies                             | 010-4300    | 8,130.66       |
| P25-02547 | B & H Foto & Electronics Corp                     | 315 | LCAP_1.02 YCP Mtrl/Supl                            | 010-4300    | 592.54         |
| P25-02548 | CARNITAS EL BROTHER INC                           | 048 | LCAP_3.38_ MTLs/SUPL-INSTR                         | 010-4300    | 721.05         |
| P25-02549 | Calif Assn Of Latino Supt & Ad                    | 100 | CALSA Focus on Results                             | 010-5200    | 775.00         |
| P25-02550 | EL POLLO NORTENO INC                              | 036 | LCA_3.38 Materials and Supplies Instructional      | 010-4300    | 1,126.25       |
| P25-02551 | WestEd  | 100 | MAT/SUP  | 010-4200    | 943.27         |
| P25-02552 | Lakeshore Learning Materials                      | 048 | LCAP_3.38_ MTLs/SUPL-INSTR                         | 010-4300    | 246.82         |
| P25-02553 | SCHOLASTIC-BOOK CLUBS                             | 066 | LCAP_3.38_-Books other than Textbooks-Instr -Woods | 010-4200    | 357.60         |
| P25-02554 | Monster Technology LLC                            | 200 | MATL/SUPP (M Magana)                               | 010-4300    | 1,193.01       |

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**Includes Purchase Orders dated 10/02/2024 - 11/04/2024**

| PO Number | Vendor Name                                    | Loc | Description                                     | Fund Object          | Account Amount       |
|-----------|--|-----|---|----------------------|----------------------|
| P25-02555 | Urbane Cafe Alex Bello-Mgr                     | 200 | LCAP_5.25_DEV HUMAN CAP - MATL/SUPP             | 010-4300             | 1,000.00             |
| P25-02556 | PANERA BREAD COMPANY<br>PANERA LL C            | 200 | LCAP_5.25_DEV HUMAN CAP - MATL-SUPL             | 010-4300             | 1,000.00             |
| P25-02557 | Old Mission Santa Barbara, Inc                 | 044 | LCAP_3.38_ENTRANCE FEE                          | 010-5800             | 558.00               |
| P25-02558 | Sunbelt Rentals, Inc                           | 630 | Rental / Fremont Chiller                        | 010-5600             | 24,267.57            |
| P25-02559 | Hilton Anaheim                                 | 100 | SSC WORKSHOP Hotel Reservations                 | 010-5200             | 351.53               |
| P25-02560 | Dial Security                                  | 630 | Professional Service / Drifill ECDC             | 350-5800             | 15,158.44            |
| P25-02561 | OXNARD PERFORMING ARTS CENTER CORP             | 200 | LCAP_3.1 - RENTAL (Admin Training)              | 010-5600             | 525.00               |
| P25-02562 | California School Boards Assoc                 | 100 | CSBAEC Pre-Conference Ticket<br>Brian Melanephy | 010-5223             | 500.00               |
| P25-02563 | Home Depot Inc                                 | 044 | LCAP_3.38_MATERIALS & SUPPLIES                  | 010-4300             | 233.06               |
| P25-02564 | Sunbelt Rentals, Inc                           | 630 | Rental / Fremont Chiller                        | 010-5600             | 24,267.57            |
| P25-02565 | ODP BUSINESS SOLUTIONS, LLC                    | 320 | LCAP_3.33 Matl/sup GATE Testing                 | 010-4300             | 576.44               |
| P25-02566 | Amazon Com                                     | 051 | LCAP_3.38_MATERIALS/SUPPLIES (Instructional)    | 010-4300             | 214.29               |
| P25-02567 | Amazon Com                                     | 200 | MATL/SUPP (Privacy screens)                     | 010-4300             | 2,274.10             |
| P25-02568 | Amazon Com                                     | 004 | LCAP_5.39_ITS/ MAT/SUP                          | 010-4300             | 181.55               |
| P25-02569 | Amazon Com                                     | 055 | LCAP_3.38_MONITORS FOR TEACHERS                 | 010-4318             | 288.56               |
| P25-02570 | Amazon Com                                     | 042 | LCAP_3.38 MAT/SUPL                              | 010-4300             | 95.78                |
| P25-02571 | Amazon Com                                     | 051 | LCAP_3.38_MATERIALS/SUPPLIES (Instructional)    | 010-4300             | 193.01               |
| P25-02572 | Amazon Com                                     | 052 | LCAP_3.38_MATL-SUPL/INST                        | 010-4300             | 32.93                |
| P25-02573 | Amazon Com                                     | 051 | LCAP_3.38_MATERIALS/SUPPLIES (Instructional)    | 010-4300             | 129.91               |
| P25-02574 | CDW G  | 051 | LCAP_3.38_COMPUTER EQUIPMENT                    | 010-4300             | 128.28               |
| P25-02575 | City Of Ventura Parks Administration           | 051 | LCAP_3.38_SERVICES (Instruction)                | 010-5800             | 577.50               |
| P25-02576 | PROSOURCE TEXTILE AND SUPPLY L LC              | 048 | LCAP_3.38_MTLS/SUPL-INSTR                       | 010-4300             | 157.94               |
| P25-02577 | T & D Rentals Inc                              | 630 | Rentals   | 010-5600             | 2,000.00             |
| P25-02578 | AG Designs 805 Inc.                            | 058 | LCAP_3.38_Materials & Supplies                  | 010-4300<br>010-4400 | 1,545.89<br>3,528.77 |
| P25-02579 | RANCHO CAMULOS MUSEUM                          | 052 | LCAP_3.38_MATL-SERV/ENTR-Instr                  | 010-5800             | 420.00               |
| P25-02580 | Prancers Farm Inc.                             | 048 | LCAP_3.38_ENTRANCE FEES                         | 010-5800             | 840.00               |
| P25-02581 | CDW G  | 345 | LCAP 5.14 NON CAPITALIZED COMPUTER EQPMNT.      | 010-4400             | 2,267.66             |
| P25-02582 | CARNITAS EL BROTHER INC                        | 055 | LCAP_3.38_FOOD ITEMS FOR STAFF SIP DAY ON 10-14 | 010-4300             | 961.40               |
| P25-02583 | SUPERIOR COLLISION, INC FIX AU TO OXNARD SOUTH | 610 | District's Vehicle Repair                       | 010-5632             | 428.88               |

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**Includes Purchase Orders dated 10/02/2024 - 11/04/2024**

| PO Number | Vendor Name  | Loc | Description                                      | Fund Object | Account Amount |
|-----------|--|-----|--|-------------|----------------|
| P25-02584 | SCRIPPS NATIONAL SPELLING BEE INC                  | 060 | LCAP_3.38 MATL/SUP-Ins                           | 010-4300    | 174.50         |
| P25-02585 | PIZZAMAN DAN'S                                     | 041 | LCAP_2.8 (Mat-Sup) WLNS-Pizzaman Dan's P.O.      | 010-4300    | 800.00         |
| P25-02586 | American Plastics Corp.                            | 640 | LCAP_2.32_SUP                                    | 130-4300    | 420.00         |
| P25-02587 | ODP BUSINESS SOLUTIONS, LLC                        | 600 | LCAP_5.36_MATLS/SUP-                             | 010-4300    | 185.99         |
| P25-02588 | AMERICA'S TEACHING ZOO                             | 048 | LCAP_3.38_ENTRANCE FEES                          | 010-5800    | 435.00         |
| P25-02589 | PERFECT DESIGN OX                                  | 640 | LCAP_2.32_SUP                                    | 130-4300    | 1,573.20       |
| P25-02590 | Petroleum Telcom Inc DBA Telecom                   | 052 | LCAP_3.38_MATL-SUPL/INST                         | 010-4300    | 459.59         |
| P25-02591 | Affordable Tables And Chairs                       | 036 | LCAP_3.38 Professional Dev. SIP 11-1-24          | 010-4300    | 462.50         |
| P25-02592 | SMART AND FINAL-C.I. BLVD                          | 320 | LCAP_1.11 mat/sup Orenda PD snacks               | 010-4300    | 5,000.00       |
| P25-02593 | ARROW RESTAURANT EQUIPMENT & SUPPLIES INC          | 640 | LCAP_2.32_EQUIP                                  | 130-4400    | 812.66         |
| P25-02594 | CDW G  | 044 | LCAP_3.38_MATERIALS & SUPPLIES                   | 010-4300    | 674.07         |
| P25-02595 | Mercury Disposal System, Inc                       | 003 | Service  | 010-5800    | 1,500.00       |
| P25-02596 | Printech   | 055 | LCAP_3.38_DUPLO INK                              | 010-4300    | 387.53         |
| P25-02597 | WIDMORE MANAGEMENT LLC EL POLL O LOCO              | 044 | LCAP_3.38_MATL-SUPL                              | 010-4300    | 822.51         |
| P25-02598 | Kamran And Co Inc                                  | 640 | LCAP_2.32_EQUIP                                  | 130-4400    | 3,601.49       |
| P25-02599 | Aswell Trophy And Engraving                        | 042 | LCAP_3.38 MATL-SUPL                              | 010-4300    | 453.77         |
| P25-02600 | AG Designs 805 Inc.                                | 036 | LCAP_3.38 Materials and Supplies                 | 010-4300    | 3,148.04       |
| P25-02601 | BARNES AND NOBLE BOOKSELLERS, INC.                 | 360 | LCAP_4.01 MATL-SUPL                              | 010-4200    | 1,804.55       |
| P25-02602 | ORIENTAL TRADING COMPANY                           | 315 | LCAP_2.18 MATL-SUPL/ELOP                         | 010-4300    | 4,883.04       |
| P25-02603 | Walmart  | 040 | LCAP_3.38 MATL/SUPP                              | 010-4300    | 562.64         |
| P25-02604 | ESGI, LLC  | 036 | LCAP_3.38_Subscriptions ESGI 12 mo License       | 010-5818    | 225.50         |
| P25-02605 | VARI SALES CORP.                                   | 004 | LCAP_5.39_ITS/ COMP SUP                          | 010-4318    | 236.12         |
| P25-02606 | SYDELL PALM SPRINGS LLC/ THE S AGUARO PALM SPRINGS | 355 | LCAP_3.38(Conf) Saguaro Hotel-Nov. 7-9th         | 010-5200    | 3,091.00       |
| P25-02607 | City Of Oxnard                                     | 630 | City Fees / Rose Avenue Reconstruction           | 215-6250    | 71,486.53      |
| P25-02608 | Schoolmasters Safety                               | 054 | LCAP_3.38-matlsup-Instructional                  | 010-4300    | 301.88         |
| P25-02609 | Renaissance Learning Inc                           | 060 | LCAP_3.38 MATL/SUP-Instruction                   | 010-5818    | 2,188.00       |
| P25-02610 | SCHOOL TECH SUPPLY                                 | 630 | Computer Equipment / Maint & Grounds             | 010-4418    | 8,471.30       |
| P25-02611 | Super Duper Inc                                    | 380 | LCAP_2.05 Materials & Supplies for Colin Borden  | 010-4300    | 245.76         |
| P25-02612 | Amazon Com   | 057 | LCAP_3.38 Materials and Supplies                 | 010-4300    | 264.29         |
| P25-02613 | Teachers Pay Teachers                              | 380 | LCAP_2.05 Materials & Supplies for Coral Spencer | 010-4300    | 147.98         |
| P25-02614 | Bjorem Speech Publications                         | 380 | LCAP_2.05 Materials & Supplies for Andrea Najera | 010-4300    | 208.69         |

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| PO Number | Vendor Name   | Loc | Description  | Fund Object | Account Amount |
|-----------|---|-----|--|-------------|----------------|
| P25-02615 | Amazon Com  | 380 | LCAP_2.05 Material & Supplies for Meghan Scarpino  | 010-4300    | 139.33         |
| P25-02616 | Lakeshore Learning Materials                          | 380 | LCAP_2.05 Materials & Supplies for Nicole Crilly   | 010-4300    | 229.36         |
| P25-02617 | SCHOLASTIC-BOOK CLUBS                                 | 066 | LCAP_3.38_-Books other than Textbooks-Instr-Moser  | 010-4200    | 289.67         |
| P25-02618 | STRATEGOS INTERNATIONAL LLC                           | 610 | Safety MTLs/SUPL (PARACORDS)                       | 010-4300    | 2,778.09       |
| P25-02619 | INFINITY REMODELING INC 2B-MOB ILE                    | 380 | LCAP_2.34 Equip                                    | 010-6400    | 6,726.82       |
| P25-02620 | SPECIALIZED BUSINESS SYSTEMS, INC                     | 380 | LCAP_2.05 Equipt.                                  | 010-6400    | 12,675.00      |
| P25-02621 | COSTCO WHOLESALE CORPORATION                          | 042 | LCAP_3.38 MAT/SUPL                                 | 010-4300    | 1,000.00       |
| P25-02622 | TRI-SIGNAL INTEGRATION, INC.                          | 630 | Fire Alarm Repair / Ramona                         | 010-5632    | 610.88         |
| P25-02623 | TRI-SIGNAL INTEGRATION, INC.                          | 630 | Fire Alarm Repair / Sierra Linda                   | 010-5632    | 500.00         |
| P25-02624 | T and H Compressor Repair Co                          | 630 | Compressor Repair                                  | 010-5632    | 1,000.00       |
| P25-02625 | CALIFORNIA-NEVADA SECTION AMERICAN WATER WORKS ASSOC. | 630 | Conference / Andre Vriese, Irrigation Specialist   | 010-5200    | 565.00         |
| P25-02626 | Uline   | 315 | LCAP_2.19 Mtrl/Supl                                | 010-4400    | 1,526.40       |
| P25-02627 | Amazon Com  | 042 | LCAP_2.8 MAT/SUPL WELLNESS CENTER                  | 010-4300    | 1,094.84       |
| P25-02628 | The Prompt Institute, Inc.                            | 380 | LCAP_2.05 PD for Ariana Sani-Tolman                | 010-5200    | 700.00         |
| P25-02629 | COSTCO WHOLESALE CORPORATION                          | 044 | LCAP_3.38_MATL/SUPP                                | 010-4300    | 100.00         |
| P25-02630 | COSTCO WHOLESALE CORPORATION                          | 044 | LCAP_3.38_MATL/SUPP                                | 010-4300    | 100.00         |
| P25-02631 | COSTCO WHOLESALE CORPORATION                          | 044 | LCAP_3.38_MATL/SUPP                                | 010-4300    | 100.00         |
| P25-02632 | Prancers Farm Inc.                                    | 038 | _LCAP3.38_ ADMISSION TO PRANCERS FARM TK K         | 010-5800    | 1,524.00       |
| P25-02633 | Avanti Restaurant Solutions                           | 640 | LCAP_2.32_EQUIP                                    | 130-6400    | 19,551.85      |
| P25-02634 | CDW G   | 315 | LCAP_2.18 & 2.19 Office Equipment                  | 010-4300    | 1,117.08       |
| P25-02635 | EKC ENTERPRISES, INC.                                 | 038 | BOND/EQUIP/ DRIFILL                                | 010-4400    | 2,273.57       |
| P25-02636 | EKC ENTERPRISES, INC.                                 | 038 | BOND/EQUIP/ DRIFILL                                | 215-6270    | 10,047.38      |
| P25-02637 | EKC ENTERPRISES, INC.                                 | 038 | BOND/EQUIP/ DRIFILL                                | 215-6270    | 8,096.81       |
| P25-02638 | EKC ENTERPRISES, INC.                                 | 038 | BOND/EQUIP/ DRIFILL                                | 215-6270    | 36,698.37      |
| P25-02639 | CDW G   | 058 | BOND/EQUIP/ ROSE AVE                               | 215-6270    | 43,688.80      |
| P25-02640 | MNS ENGINEERS INC.                                    | 630 | BOND/SURVEY (LOPEZ RECONST)                        | 215-6270    | 9,340.88       |
| P25-02641 | EL POLLO NORTENO INC                                  | 060 | LCAP_3.38. MATL/SUP-Instr. PD Day Refreshments     | 215-6140    | 104,555.00     |
| P25-02642 | Amazon Com  | 380 | LCAP_2.05 Materials & Supplies for Meghan Scarpino | 010-4300    | 673.75         |
| P25-02643 | Amazon Com  | 050 | LCAP_3.38_MATL/SUPPL (INST)                        | 010-4300    | 135.12         |
|           |   |     |  |             | 113.78         |

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|-----------|------------------------------|-----|---|-------------|----------------|
| P25-02644 | Amazon Com                   | 050 | LCAP_3.38_MATL/SUPPL (INST)                     | 010-4300    | 210.91         |
| P25-02645 | Amazon Com                   | 050 | LCAP_3.38_MATL/SUPPL (INST)                     | 010-4300    | 40.93          |
| P25-02646 | Amazon Com                   | 050 | LCAP_3.38_MATL/SUPPL (INST)                     | 010-4300    | 115.47         |
| P25-02647 | Amazon Com                   | 050 | LCAP_3.38_MATL/SUPPL                            | 010-4300    | 185.92         |
| P25-02648 | Amazon Com                   | 050 | LCAP_3.38_MATL/SUPPL (INST)                     | 010-4300    | 362.42         |
| P25-02649 | Amazon Com                   | 050 | LCAP_3.38_MATL/SUPPL                            | 010-4300    | 218.25         |
| P25-02650 | Amazon Com                   | 050 | LCAP_3.38_MATL/SUPPL (INST)                     | 010-4300    | 257.50         |
| P25-02651 | Amazon Com                   | 050 | LCAP_3.38_MATL/SUPPL (INST)                     | 010-4300    | 29.69          |
| P25-02652 | Amazon Com                   | 050 | LCAP_3.38_MATL/SUPPL (INST)                     | 010-4300    | 36.73          |
| P25-02653 | Amazon Com                   | 380 | LCAP_2.05 MTL/SUPL P.S.                         | 010-4300    | 345.81         |
| P25-02654 | Amazon Com                   | 380 | LCAP_2.05 Materials & Supplies for Betty White  | 010-4300    | 230.01         |
| P25-02655 | Amazon Com                   | 050 | LCAP_3.38_MATL/SUPPL (ADMIN)                    | 010-4300    | 150.68         |
| P25-02656 | Amazon Com                   | 360 | LCAP_4.01 MATL-SUPL                             | 010-4200    | 786.40         |
| P25-02657 | Amazon Com                   | 380 | Lcap_2.05 Materials & Supplies for Daphne Reyes | 010-4300    | 272.91         |
| P25-02658 | Four Points by Sheraton      | 630 | Travel and Conference/ Jose G Meza              | 010-5200    | 1,228.86       |
| P25-02659 | AMERICAN AIRLINES INC        | 630 | Travel and Conference/ Jose G Meza              | 010-5200    | 571.53         |
| P25-02660 | Amazon Com                   | 055 | LCAP_3.38_ MS. SABALLETT'S SUPPLIES             | 010-4300    | 556.40         |
| P25-02661 | Amazon Com                   | 046 | LCAP_3.38 MATL-SUPL (INST)                      | 010-4300    | 734.46         |
| P25-02662 | Amazon Com                   | 355 | LCAP_3.41 Mat/sup for Brennan Pope              | 010-4300    | 174.22         |
| P25-02663 | Amazon Com                   | 057 | LCAP_3.38 Materials and Supplies                | 010-4300    | 265.83         |
| P25-02664 | Amazon Com                   | 060 | LCAP_3.38 MATL/SUP-Instr. Amazon Office         | 010-4300    | 224.58         |
| P25-02665 | Amazon Com                   | 050 | LCAP_3.38_MATL/SUPPL (INST)                     | 010-4300    | 546.14         |
| P25-02666 | Amazon Com                   | 050 | LCAP_3.38_MATL/SUPPL (ADMIN)                    | 010-4300    | 67.12          |
| P25-02667 | Amazon Com                   | 385 | LCAP_5.31 MAT/SUP                               | 010-4300    | 392.45         |
| P25-02668 | Amazon Com                   | 385 | LCAP_5.31 MAT/SUP                               | 010-4300    | 176.48         |
| P25-02669 | Amazon Com                   | 040 | LCAP_3.38 MATL/SUPP                             | 010-4300    | 209.65         |
| P25-02670 | Amazon Com                   | 315 | LCAP_2.19 Mat/Supl Brekke                       | 010-4300    | 51.04          |
| P25-02671 | Amazon Com                   | 046 | LCAP_3.38 MATL-SUPL (INST)                      | 010-4300    | 288.72         |
| P25-02672 | Amazon Com                   | 315 | LCAP_2.19 Mat/Supl Lopez Cheer                  | 010-4300    | 250.19         |
| P25-02673 | Lakeshore Learning Materials | 315 | LCAP_2.19 Mat/Supl Kinder                       | 010-4300    | 845.30         |
| P25-02674 | Urbane Cafe Alex Bello-Mgr   | 055 | LCAP_3.38_STAFF LUNCH FOR PD DAY ON 11/01/24    | 010-4300    | 1,202.93       |
| P25-02675 | Amazon Com                   | 032 | LCAP_3.38_MATL/SUP                              | 010-4300    | 243.23         |
| P25-02676 | Perma Bound Books            | ERC | LCAP_3.35 TXTBK & INST MATLS                    | 010-4200    | 12,917.50      |
| P25-02677 | Perma Bound Books            | ERC | LCAP_3.35 TXTBK & INST MATLS                    | 010-4200    | 437.50         |
| P25-02678 | GREAT PACIFIC PUMPKINS       | 315 | LCAP_2.19 Entrance Fee                          | 010-5800    | 354.00         |
| P25-02680 | IMAGE APPAREL FOR BUSINESS   | 315 | LCAP_2.19 SERV (24-25 ELOP WAREHOUSE UNIFORMS)  | 010-4300    | 123.01         |
| P25-02681 | Kamran And Co Inc            | 640 | LCAP_2.32_EQUIP                                 | 130-6400    | 25,660.77      |

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| PO Number                  | Vendor Name                              | Loc | Description                                 | Fund Object | Account Amount |                      |
|----------------------------|--|-----|---|-------------|----------------|----------------------|
| P25-02682                  | COSTCO WHOLESALE CORPORATION             | 041 | LCAP_2.8 (Mat-Sup) P.O. Costco-WLNS: Frank  | 010-4300    | 3,000.00       |                      |
| P25-02683                  | SCHOOL TECH SUPPLY                       | 640 | LCAP_2.32_TECH EQUIP                        | 130-4418    | 1,380.46       |                      |
| P25-02684                  | Walmart                                  | 041 | LCAP_2.8 (Mat-Sup) P.O. Walmart-WLNS- Frank | 010-4300    | 2,000.00       |                      |
| P25-02685                  | Chef's Toys & Star Rest Equip            | 640 | LCAP_2.32_EQUIP                             | 130-4400    | 2,458.62       |                      |
| P25-02686                  | Urbane Cafe Alex Bello-Mgr               | 052 | LCAP_3.38_MATL-SUPL/INST                    | 010-4300    | 847.11         |                      |
| P25-02687                  | SANTA BARBARA ZOO                        | 052 | LCAP_3.38_Serv/Entr fee                     | 010-5800    | 276.00         |                      |
| P25-02688                  | Children's Museum of Santa Barbara, MOXI | 051 | LCAO_3.38_SERVUCES(Instructional)           | 010-5800    | 492.00         |                      |
| P25-02689                  | Children's Museum of Santa Barbara, MOXI | 051 | LCAP_3.38_SERVUCES(Instructional)           | 010-5800    | 492.00         |                      |
| P25-02690                  | Twig Education Inc.                      | ERC | LCAP_3.35_TXTBK & INST MATLS                | 010-4300    | 1,730.52       |                      |
| P25-02691                  | Cream Co. LLC                            | 640 | LCAP_2.32_SUP                               | 130-4700    | 12,300.00      |                      |
| P25-02692                  | Lakeshore Learning Materials             | 057 | LCAP_3.38 Materials and Supplies            | 010-4300    | 240.25         |                      |
| P25-02693                  | COSTCO WHOLESALE CORPORATION             | 385 | LCAP_4.09 MAT/SUP Parent Workshops          | 010-4300    | 500.00         |                      |
| P25-02694                  | CASBO                                    | 660 | LCAP_3.24 - CASBO Annual Conf Registration  | 010-5200    | 945.00         |                      |
| <b>Total Number of POs</b> |  |     |   | <b>606</b>  | <b>Total</b>   | <b>14,460,816.57</b> |

**Fund Recap**

| Fund | Description                 | PO Count     | Amount               |
|------|-----------------------------|--------------|----------------------|
| 010  | GENERAL FUND                | 539          | 9,505,261.45         |
| 130  | CAFETERIA FUND              | 43           | 355,676.49           |
| 140  | DEFERRED MAINTENANCE FUND   | 1            | 140,400.00           |
| 215  | BOND FUND MEASURE I 2022    | 19           | 4,188,780.45         |
| 350  | COUNTY SCHOOL FACILITY FUND | 4            | 270,698.18           |
|      |                             | <b>Total</b> | <b>14,460,816.57</b> |

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

Includes Purchase Orders dated 10/02/2024 - 11/04/2024

PO Changes

|           | New PO Amount | Fund/<br>Object | Description                                    | Change Amount |
|-----------|---------------|-----------------|--|---------------|
| P18-01420 | 2,443,026.80  | 215-6210        | BOND FUND MEASURE I 2022/ARCHITECT/ENGINEERING | 264,892.00    |
| P24-02589 | 3,295,328.73  | 350-6250        | COUNTY SCHOOL FACILITY FUND/OTHER COSTS/PLANN  | 188,150.00-   |
| P24-02592 | 232,800.00    | 215-6210        | BOND FUND MEASURE I 2022/ARCHITECT/ENGINEERING | 12,800.00     |
| P24-02623 | 1,189,301.48  | 010-5800        | GENERAL FUND/PROFESSIONAL/CONSULTING SERV      | 89,527.68     |
| P25-00243 | 800.00        | 010-4300        | GENERAL FUND/MATERIALS AND SUPPLIES            | 400.00        |
| P25-00251 | 12,480.18     | 010-4100        | GENERAL FUND/TEXTBOOKS                         | 6,244.02      |
| P25-00359 | 8,000.00      | 010-4300        | GENERAL FUND/MATERIALS AND SUPPLIES            | 3,469.73      |
| P25-00410 | 1,312.10      | 010-5200        | GENERAL FUND/TRAVEL AND CONFERENCE             | .01           |
| P25-00413 | 1,000.00      | 010-4300        | GENERAL FUND/MATERIALS AND SUPPLIES            | 500.00        |
| P25-00564 | 1,032.33      | 010-5200        | GENERAL FUND/TRAVEL AND CONFERENCE             | 134.34-       |
| P25-00777 | 14,000.00     | 010-5600        | GENERAL FUND/RENTALS, LEASES AND REPAIRS       | 2,000.00      |
| P25-00845 | 500.00        | 010-4300        | GENERAL FUND/MATERIALS AND SUPPLIES            | .00           |
| P25-00924 | 10,000.00     | 010-4300        | GENERAL FUND/MATERIALS AND SUPPLIES            | 5,000.00      |
| P25-01161 | 465.42        | 010-5200        | GENERAL FUND/TRAVEL AND CONFERENCE             | 226.32-       |
| P25-01192 | 1,251.72      | 010-5200        | GENERAL FUND/TRAVEL AND CONFERENCE             | 93.85-        |
| P25-01253 | 1,968.96      | 010-5200        | GENERAL FUND/TRAVEL AND CONFERENCE             | 188.22        |
| P25-01254 | 686.92        | 010-5200        | GENERAL FUND/TRAVEL AND CONFERENCE             | 124.00        |
| P25-01255 | 933.12        | 010-5200        | GENERAL FUND/TRAVEL AND CONFERENCE             | 64.99         |
| P25-01259 | 2,083.44      | 010-5200        | GENERAL FUND/TRAVEL AND CONFERENCE             | 3.67          |
| P25-01365 | 1,500.00      | 010-4300        | GENERAL FUND/MATERIALS AND SUPPLIES            | 1,000.00      |
| P25-01404 | 269.10        | 010-4300        | GENERAL FUND/MATERIALS AND SUPPLIES            | 14.29         |
| P25-01490 | 539.12        | 010-5200        | GENERAL FUND/TRAVEL AND CONFERENCE             | 4.54          |
| P25-01500 | 6,000.00      | 010-4300        | GENERAL FUND/MATERIALS AND SUPPLIES            | 2,000.00      |
| P25-01598 | 1,000,000.00  | 010-5100        | GENERAL FUND/PROFESSIONAL/CONSULTING           | 259,815.45    |
| P25-01599 | 2,750,000.00  | 010-5100        | GENERAL FUND/PROFESSIONAL/CONSULTING           | 1,893,555.50  |
| P25-01692 | 257.50        | 010-4353        | GENERAL FUND/EQUIPMENT PARTS                   | 2.59-         |
| P25-01696 | 500.00        | 010-4200        | GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS        | .00           |
| P25-01704 | 321.57        | 010-4300        | GENERAL FUND/MATERIALS AND SUPPLIES            | 465.08-       |
| P25-01754 | 417.38        | 010-4300        | GENERAL FUND/MATERIALS AND SUPPLIES            | 208.69        |
| P25-01763 | 623.40        | 010-4300        | GENERAL FUND/MATERIALS AND SUPPLIES            | 35.87         |
| P25-01772 | 169.29        | 010-4300        | GENERAL FUND/MATERIALS AND SUPPLIES            | 52.43         |
| P25-01798 | 905.25        | 010-4300        | GENERAL FUND/MATERIALS AND SUPPLIES            | 225.86-       |
| P25-01804 | 454.01        | 010-4300        | GENERAL FUND/MATERIALS AND SUPPLIES            | 32.14         |
| P25-01808 | 256.87        | 010-4300        | GENERAL FUND/MATERIALS AND SUPPLIES            | 23.84-        |
| P25-01843 | 950.00        | 010-5200        | GENERAL FUND/TRAVEL AND CONFERENCE             | 950.00        |
| P25-01844 | 730.00        | 010-5200        | GENERAL FUND/TRAVEL AND CONFERENCE             | 730.00        |
| P25-01849 | 190.00        | 010-5200        | GENERAL FUND/TRAVEL AND CONFERENCE             | 190.00        |
| P25-01887 | 244.12        | 010-4300        | GENERAL FUND/MATERIALS AND SUPPLIES            | 40.99         |
| P25-01888 | 112.62        | 010-4200        | GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS        | 12.42         |
| P25-01892 | 1,179.60      | 010-4300        | GENERAL FUND/MATERIALS AND SUPPLIES            | 774.17-       |
| P25-01898 | 148.48        | 010-4300        | GENERAL FUND/MATERIALS AND SUPPLIES            | 45.91-        |
| P25-01925 | 14,217.10     | 010-5800        | GENERAL FUND/PROFESSIONAL/CONSULTING SERV      | 2,218.80      |

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



Includes Purchase Orders dated 10/02/2024 - 11/04/2024

**PO Changes (continued)**

|                         | <u>New PO Amount</u> | <u>Fund/<br/>Object</u> | <u>Description</u>                      | <u>Change Amount</u> |
|-------------------------|----------------------|-------------------------|---|----------------------|
| P25-01932               | 477.10               | 010-4300                | GENERAL FUND/MATERIALS AND SUPPLIES     | 16.68-               |
| P25-01969               | 169.21               | 010-4300                | GENERAL FUND/MATERIALS AND SUPPLIES     | 31.60                |
| P25-02008               | 165.56               | 010-4300                | GENERAL FUND/MATERIALS AND SUPPLIES     | 43.15                |
| P25-02037               | 107.62               | 010-4300                | GENERAL FUND/MATERIALS AND SUPPLIES     | 16.17                |
| P25-02041               | 1,049.37             | 010-5200                | GENERAL FUND/TRAVEL AND CONFERENCE      | 1.86                 |
| P25-02046               | 376.40               | 010-4300                | GENERAL FUND/MATERIALS AND SUPPLIES     | 25.91                |
| P25-02047               | 380.10               | 010-4200                | GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS | 85.50-               |
| P25-02054               | 259.03               | 010-4300                | GENERAL FUND/MATERIALS AND SUPPLIES     | 156.73-              |
| <b>Total PO Changes</b> |                      |                         |   | <b>2,355,793.26</b>  |

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Consent Agenda

### **Establishment and Increase of Hours of Positions (Torres/Fuentes)**

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#### **Establishment**

5 positions of eight hours 183-day Transportation Drivers to be established at Transportation. This positions will be establish to support the needs and consistency for our Special Education Students.  
Position - 12722    Position - 12735    Position - 12736    Position - 12737    Position - 12738

A five hour 246 day Custodian position number 12740 to be established at Brekke School. This position will be established to assist with cleaning for the After School Program.

A six hour 246 day Custodian position number 12741 to be established at Chavez School. This position will be established to assist with cleaning for the After School Program.

A six hour 246 day Custodian position number 12742 to be established at Curren School. This position will be established to assist with After School Program cleaning.

A six hour 246 day Custodian position number 12743 to be established at Driffill School. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12744 to be established at Elm School. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12764 to be established at Frank Academy. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12745 to be established at Fremont Academy. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12746 to be established at Kamala School. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12747 to be established at Lopez Academy. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12748 to be established at Marina West School. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12749 to be established at Marshall School. This position will be established to assist with After School Program cleaning.

A four hour 246 day Custodian position number 12750 to be established at McAuliffe School. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12751 to be established at McKinna School. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12752 to be established at Ramona School. This position will be established to assist with After School Program cleaning.

A four hour 246 day Custodian position number 12753 to be established at Ritchen School. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12754 to be established at Rose Avenue School. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12755 to be established at Sierra Linda School. This position will be established to assist with After School Program cleaning.

A five hour 246 day Custodian position number 12756 to be established at Soria School. This position will be established to assist with After School Program cleaning.

An eight hour 183 day Music Instructor position number 12758 to be established at Marshall School. This position will be established to support implementation of Prop 28.

An eight hour 183 day Music Instructor position number 12759 to be established at Elm School. This position will be established to support implementation of Prop 28.

### **Increase in Hours**

A five hour and forty-five 183-day Paraeducator Special Education position number 9204 to be established at Ramona School. This position will be established to update the Paraeducator II position to the new job description of Paraeducator Special Education.

A five hour and forty-five 183-day Paraeducator Special Education position number 7242 to be established at Driffill School. This position will be established to update the Paraeducator III position to the new job description of Paraeducator Special Education.

A five hour and forty-five 183-day Paraeducator Special Education position number 488 to be established at Elm School. This position will be established to update the Paraeducator II position to the new job description of Paraeducator Special Education.

A five hour and forty-five 183-day Paraeducator Special Education position number 2228 to be established at Fremont School. This position will be established to update the Paraeducator II position to the new job description of Paraeducator Special Education.

A five hour and forty-five 183-day Paraeducator Special Education position number 9779 to be established at Fremont School. This position will be established to update the Paraeducator II position to the new job description of Paraeducator Special Education.

A five hour and forty-five 183-day Paraeducator Special Education position number 1899 to be established at San Miguel School. This position will be established to update the Paraeducator III position to the new job description of Paraeducator Special Education.

A five hour and thirty minutes 183-day Transportation Driver position number 9637 to be increase to eight hour at Transportation. This position will be increase to provide additional support.

A five hour and thirty minutes 183-day Transportation Driver position number 8707 to be increase to eight hour at Transportation. This position will be increase to provide additional support.

A five hour and thirty minutes 183-day Transportation Driver position number 8705 to be increase to eight hour at Transportation. This position will be increase to provide additional support.

A six hour 183-day Bus Driver position number 1453 to be increase to eight hour at Transportation. This position will be increase to provide additional support.

**FISCAL IMPACT:**

Cost for 5 Transportation Driver positions \$ 317,555.00 LCFF funds (Establish positions)

Cost for 18 Custodian positions \$919,696.00 ELOP funds (Establish positions)

Cost for 2 Music Teacher positions \$205,886.00 Prop 28- Arts and Music fund (Establish positions)

Cost for 6 Paraeducator Special Education position \$32,436.00 SPED funds (Increase of Hours)

Cost for 3 Transportation Driver positions \$ 86,755.00 LCFF funds (Increase of Hours)

Cost for 1 Bus Driver position \$14,510.00 LCFF funds (Increase of Hours)

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the establishment and increase of hours of positions as presented.



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Consent Agenda

### **Personnel Actions (Torres/Fuentes)**

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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:**

N/A

### **RECOMMENDATION:**

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

### **ADDITIONAL MATERIALS:**

**Attached:** [Classified Action Item 11.20.2024 \(3 pgs\).pdf](#)  
[Certificated Personnel Actions 11.20.24 \(2 pgs\).pdf](#)

**New Hires**

|                           |  |            |
|---------------------------|--|------------|
| Alonzo, Mayra J           | Office Assistant II, 5.75 hrs./203 days                | 10/07/2024 |
| Barragan, Ivan M          | Paraeducator – Special Education, 5.75 hrs./183 days   | 10/01/2024 |
| Barrio, Maureen C         | Buyer, 8 hrs./246 days                                 | 10/29/2024 |
| Barrios, Teresita L       | Health Care Technician, 8 hrs./183 days                | 10/14/2024 |
| Castillo, Gerardo         | Custodian, 8 hrs./246 days                             | 09/30/2024 |
| Cervantes Perez, Roxana A | Paraeducator – General Education, 5.75 hrs./183 days   | 10/21/2024 |
| Diaz, Abraham E           | Technology Services Technician, 8 hrs./221 days        | 11/04/2024 |
| Duran, Alma R             | Office Assistant II, 8 hrs./246 days                   | 10/17/2024 |
| Herrera, Bobby J          | After School Program Site Coordinator, 8 hrs./246 days | 10/14/2024 |
| Herrera, Joseph A         | Custodian, 8 hrs./246 days                             | 10/15/2024 |
| Maifea, Kailani L         | Paraeducator – Special Education, 5.75 hrs./183 days   | 10/07/2024 |
| Martinez Cruz, Nadia      | Paraeducator – Special Education, 5.75 hrs./183 days   | 09/25/2024 |
| O’Friel, Dana             | Paraeducator – Special Education, 5.75 hrs./183 days   | 10/01/2024 |
| Orozco, Rocio             | After School Program Site Coordinator, 8 hrs./246 days | 10/01/2024 |
| Oseguera, Matthew C       | Custodian, 4 hrs./246 days                             | 10/24/2024 |
| Padilla, Norma Y          | Paraeducator – General Education, 5.75 hrs./183 days   | 10/28/2024 |
| Perez, Alondra T          | Campus Assistant, 5.75 hrs./180 days                   | 10/01/2024 |
| Quezada, Carolina S       | Paraeducator – General Education, 6 hrs./183 days      | 10/02/2024 |
| Ramos, Carla J            | Paraeducator – Special Education, 5.75 hrs./183 days   | 10/07/2024 |
| Reynolds, Hope T          | Health Care Technician, 7 hrs./183 days                | 10/14/2024 |
| Rivas, Christopher        | Custodian, 6 hrs./246 days                             | 10/08/2024 |
| Rodriguez, Ana I          | Paraeducator – General Education, 4.17 hrs./183 days   | 10/30/2024 |
| Torres, Daniela           | After School Program Site Coordinator, 8 hrs./246 days | 10/08/2024 |
| Torres, Jazmine           | Campus Assistant, 5.75 hrs./180 days                   | 10/02/2024 |
| Torres, Maria G           | Secretary, 8 hrs./246 days                             | 10/07/2024 |
| Trinidad, Tyra A          | Campus Assistant, 5.75 hrs./180 days                   | 11/18/2024 |
| Wright, Ashley N          | Paraeducator – General Education, 5.75 hrs./183 days   | 10/29/2024 |
| Yarbrough, Abby J         | Paraeducator – Special Education, 5.75 hrs./183 days   | 10/07/2024 |
| Zufolo, Tess D            | Paraeducator – Special Education, 5.75 hrs./183 days   | 10/08/2024 |

**Exempt**

|                        |                         |            |
|------------------------|-------------------------|------------|
| Kiorlinski, Chritopher | AVID Tutor (Substitute) | 10/03/2024 |
|------------------------|-------------------------|------------|

**Limited Term/Substitutes**

|                           |                                     |            |
|---------------------------|-------------------------------------|------------|
| Arevalo, Jose Luis        | Child Nutrition Worker (Substitute) | 09/23/2024 |
| Armenta, Yamila I         | Paraeducator (Substitute)           | 10/14/2024 |
| Barocio, Jorge I          | Paraeducator (Substitute)           | 09/24/2024 |
| Barragan, Ivan M          | Paraeducator (Substitute)           | 09/30/2024 |
| Bellisario, Peter A       | Clerical (Substitute)               | 10/18/2024 |
| Berumen Garcia, Maria C   | Campus Assistant (Substitute)       | 10/15/2024 |
| Berumen Garcia, Maria C   | Paraeducator (Substitute)           | 10/23/2024 |
| Brown, Dominic C          | Paraeducator (Substitute)           | 10/02/2024 |
| Browning, TreQuawn M      | Paraeducator (Substitute)           | 10/08/2024 |
| Calderon Tapia, Zayra A   | Campus Assistant (Substitute)       | 10/14/2024 |
| Castro De Zabala, Maria A | Child Nutrition Worker (Substitute) | 09/23/2024 |

**Limited Term/Substitutes (cont.)**

|                           |                                     |            |
|---------------------------|-------------------------------------|------------|
| Cervantes, Deysi          | Paraeducator (Substitute)           | 09/25/2024 |
| Chavira Lopez, Ramona M   | Campus Assistant (Substitute)       | 10/17/2024 |
| Dale, Sharon A            | Paraeducator (Substitute)           | 09/26/2024 |
| Dixon, Clara O            | Paraeducator (Substitute)           | 10/25/2024 |
| Dominguez, Stephanie      | Paraeducator (Substitute)           | 10/01/2024 |
| Flores, Saray             | Paraeducator (Substitute)           | 10/01/2024 |
| Gamez, Ma. Dolores M      | Paraeducator (Substitute)           | 10/25/2024 |
| Garcia, Jannelle N        | Paraeducator (Substitute)           | 10/22/2024 |
| Godinez Zamora, Olga X    | Child Nutrition Worker (Substitute) | 09/23/2024 |
| Gray, Allison N           | Child Nutrition Worker (Substitute) | 10/24/2024 |
| Hernandez Rivera, Karen V | Paraeducator (Substitute)           | 10/22/2024 |
| Leftwich, Luisa           | Campus Assistant (Substitute)       | 10/15/2024 |
| Luciano, Lizeth           | Paraeducator (Substitute)           | 10/14/2024 |
| Madrid, Sabrina Y         | Campus Assistant (Substitute)       | 10/14/2024 |
| Martinez Cruz, Nadia      | Paraeducator (Substitute)           | 09/16/2024 |
| Massion, Andrea           | Paraeducator (Substitute)           | 09/25/2024 |
| Miramontes, Kayly A       | Paraeducator (Substitute)           | 10/30/2024 |
| Molina, Nayely            | Paraeducator (Substitute)           | 10/14/2024 |
| Montes Caballero, Daniel  | Clerical (Substitute)               | 10/15/2024 |
| Morales, Doraceli         | Campus Assistant (Substitute)       | 10/15/2024 |
| Nonamegiven, Murbiyana    | Child Nutrition Worker (Substitute) | 09/11/2024 |
| Nuñez Garcia, Maria L     | Campus Assistant (Substitute)       | 10/16/2024 |
| Ortis, Domitila           | Campus Assistant (Substitute)       | 10/14/2024 |
| Pachuca, Christina M      | Campus Assistant (Substitute)       | 10/14/2024 |
| Perez, Victoria L         | Paraeducator (Substitute)           | 10/25/2024 |
| Plonta, Rebecca C         | Paraeducator (Substitute)           | 10/25/2024 |
| Ramos, Carla J            | Paraeducator (Substitute)           | 09/16/2024 |
| Rodriguez, Ana I          | Campus Assistant (Substitute)       | 10/17/2021 |
| Rodriguez, Ana I          | Paraeducator (Substitute)           | 10/23/2024 |
| Salinas Torres, Yaritza   | Campus Assistant (Substitute)       | 10/15/2024 |
| Santander, Victor A       | Transportation Driver (Substitute)  | 10/01/2024 |
| Sugmad, Elizabeth A       | Paraeducator (Substitute)           | 09/30/2024 |
| Tinoco, Jaqueline         | Paraeducator (Substitute)           | 10/25/2024 |
| Tomasino, Gabriel G       | Campus Assistant (Substitute)       | 10/15/2024 |
| Valencia, Yanira R        | Paraeducator (Substitute)           | 10/22/2024 |
| Vasquez, Jennifer         | Paraeducator (Substitute)           | 09/26/2024 |
| Villegas, Destiny         | Paraeducator (Substitute)           | 10/25/2024 |
| Zufolo, Tess D            | Paraeducator (Substitute)           | 10/07/2024 |
| Zuniga Romero, Yazmin G   | Campus Assistant (Substitute)       | 10/14/2024 |

**Reinstatements**

|                  |  |            |
|------------------|--|------------|
| Nakamura, Erika  | Campus Assistant, 5.75 hrs./180 days     | 10/21/2024 |
| Perez, Luzmila S | Transportation Driver, 5.5 hrs./183 days | 10/01/2024 |

**Promotions**

|                          |  |            |
|--------------------------|--|------------|
| Ambriz, Noemi            | Secretary, 8 hrs./246 days                             | 09/23/2024 |
|                          | Office Assistant II, 8 hrs./246 days                   |            |
| Canizalez, Usbaldo       | After School Program Site Coordinator, 8 hrs./246 days | 10/07/2024 |
|                          | Paraeducator II, 5.75 hrs./183 days                    |            |
| Marquez, Miguel De Jesus | Attendance Accounting Technician, 8 hrs./210 days      | 09/25/2024 |
|                          | Office Assistant II 8 hrs./203 days                    |            |
| Rojas, Dulce F           | Paraeducator Special Education, 5.75 hrs./183 days     | 11/01/2024 |
|                          | Paraeducator III, 5.75 hrs./183 days                   |            |

**Transfers**

|                   |  |            |
|-------------------|--|------------|
| Alfaro, Noelia V  | Campus Assistant, 5.75 hrs./180 days                 | 10/28/2024 |
| Baca, Julianna V  | Paraeducator – Special Education, 8 hrs./183 days    | 10/15/2024 |
| Barboza, Erica    | Campus Assistant, 5.75 hrs./180 days                 | 10/23/2024 |
| Compian, Anne M   | Paraeducator – Special Education, 8 hrs./183 days    | 09/30/2024 |
| Culverson, Jean   | Campus Assistant, 5.75 hrs./180 days                 | 10/21/2024 |
| Franco, Monique A | Paraeducator – Special Education, 5.75 hrs./183 days | 09/30/2024 |
| Govea, Fabiola    | Child Nutrition Worker, 5.5 hrs./185 days            | 09/24/2024 |

**Increase in Hours**

|                    |  |            |
|--------------------|--|------------|
| Lopez, Monserrat L | Paraeducator – Special Education, 5.75 hrs./183 days | 09/27/2024 |
|--------------------|--|------------|

**Voluntary Demotion**

|                   |  |            |
|-------------------|--|------------|
| Saadati, Victoria | Paraeducator – General Education, 5.75 hrs./183 days | 11/04/2024 |
|                   | Human Resources Technician, 8 hrs./246 days          |            |

**Probation Release**

|       |  |            |
|-------|--|------------|
| 12739 | Transportation Driver, 5.5 hrs./183 days             | 11/01/2024 |
| 12595 | Campus Assistant, 5.75 hrs./183 days                 | 10/31/2024 |
| 12786 | Paraeducator – Special Education, 5.75 hrs./183 days | 10/24/2024 |

**Resignations**

|                           |  |            |
|---------------------------|--|------------|
| Canchola, Melissa         | Paraeducator – Special Education, 5.75 hrs./183 days   | 10/11/2024 |
| Cruz, Gilbert             | Custodian, 8 hrs./246 days                             | 10/31/2024 |
| Durazo, Melina J          | Paraeducator – Special Education, 5.75 hrs./183 days   | 09/16/2024 |
| Garcia de Ruiz, Claudia E | Paraeducator – Special Education, 5.75 hrs./183 days   | 10/01/2024 |
| Heiner, Anyssa O          | Transportation Driver, 6 hrs./183 days                 | 11/03/2024 |
| Herrera, Bobby J          | After School Program Site Coordinator, 8 hrs./246 days | 10/18/2024 |
| Lopez, Janessa N          | Paraeducator II, 5.75 hrs./183 days                    | 10/09/2024 |
| Neria, Areli              | Office Assistant II 8 hrs./203 days                    | 09/25/2024 |
| Pamatz, Aaron             | Paraeducator III 5.75 hrs./183 days                    | 10/14/2024 |
| Reyes, Angel E            | Paraeducator – Special Education, 5.75 hrs./183 days   | 10/18/2024 |
| Segura, Elizabeth Q       | Speech Language Pathology Assistant, 8 hrs./183 days   | 10/17/2024 |
| Trejo, Laura G            | Paraeducator – Special Education, 5.75 hrs./183 days   | 09/30/2024 |
| Villaseñor, Jennifer      | Paraeducator – Special Education, 5.75 hrs./183 days   | 10/25/2024 |

**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**

|                   |                               |                       |
|-------------------|-------------------------------|-----------------------|
| Becking, Irene    | Intervention Service Provider | 2024/2025 School Year |
| Faught, Liza      | Speech Language Pathologist   | 2024/2025 School Year |
| Legohn, W Fundi   | Intervention Service Provider | 2024/2025 School Year |
| Montero, Patricia | Intervention Service Provider | 2024/2025 School Year |

|                          |                    |                       |
|--------------------------|--------------------|-----------------------|
| Ayala, Melyssa           | Substitute Teacher | 2024/2025 School Year |
| Barragan, Cassandra      | Substitute Teacher | 2024/2025 School Year |
| Barragan, Stephanie      | Substitute Teacher | 2024/2025 School Year |
| Barrera Zisca, Omar      | Substitute Teacher | 2024/2025 School Year |
| Beltran, Aris            | Substitute Teacher | 2024/2025 School Year |
| Camarillo, John          | Substitute Teacher | 2024/2025 School Year |
| Canchola, Melissa        | Substitute Teacher | 2024/2025 School Year |
| Carney, Charles          | Substitute Teacher | 2024/2025 School Year |
| Castellon, Kelly         | Substitute Teacher | 2024/2025 School Year |
| Chavez, Gabriela         | Substitute Teacher | 2024/2025 School Year |
| Ceja, Yadira             | Substitute Teacher | 2024/2025 School Year |
| Everton, Jacqueline      | Substitute Teacher | 2024/2025 School Year |
| Gaitan, Bianca           | Substitute Teacher | 2024/2025 School Year |
| Garcia, Alexis           | Substitute Teacher | 2024/2025 School Year |
| Guzman, Alexandra        | Substitute Teacher | 2024/2025 School Year |
| Hernandez, Daniella      | Substitute Teacher | 2024/2025 School Year |
| Herrera, Bobby           | Substitute Teacher | 2024/2025 School Year |
| Ingersoll, John          | Substitute Teacher | 2024/2025 School Year |
| Lee, Claudia             | Substitute Teacher | 2024/2025 School Year |
| Leon, Juliana            | Substitute Teacher | 2024/2025 School Year |
| Lipman, Richard          | Substitute Teacher | 2024/2025 School Year |
| Lomax, Francisco         | Substitute Teacher | 2024/2025 School Year |
| Lopez, Carmen            | Substitute Teacher | 2024/2025 School Year |
| Murias Aispuro, Berenice | Substitute Teacher | 2024/2025 School Year |
| Musselman, Michele Daisy | Substitute Teacher | 2024/2025 School Year |
| Pena, Hilda              | Substitute Teacher | 2024/2025 School Year |
| Sanchez, Bianca          | Substitute Teacher | 2024/2025 School Year |
| Sanchez, Lucia           | Substitute Teacher | 2024/2025 School Year |
| Sierra Flores, Eduardo   | Substitute Teacher | 2024/2025 School Year |
| Smith, Kimberly          | Substitute Teacher | 2024/2025 School Year |
| Stanton, Antoinette      | Substitute Teacher | 2024/2025 School Year |
| Suarez, Norma            | Substitute Teacher | 2024/2025 School Year |

Vargas, Maria Rosario  
Villareal, Saul Alejandro

Substitute Teacher  
Substitute Teacher

2024/2025 School Year  
2024/2025 School Year

**Resignations**

Lee, Albert

Teacher, SPED

October 1, 2024

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Facilities Agreement

**Approval of Amendment #001 for Agreement #23-100 for Inspector of Record Services with Kenco Construction Services, Inc., for New PS/TK Facilities at Driffill Elementary School. (DeGenna/Miller/CFW)**

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The Board of Trustees approved the Enhanced Master Construct Program (Program) that focuses on increasing the number of K-8 school facilities and replacing older schools, portable classroom, and support facilities with permanent K-5 & K-8 schools; all with the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

As part of the Program, the District applied for State grant funds to construct new classrooms at Driffill Elementary School establish a PS/TK facility. On October 26, 2022, the State Allocation Board approved an apportionment of \$7 million from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for the proposed project and established an overall project budget of approximately \$10 million with the balance of the funds provided by the District's available capital funds.

At the August 23, 2023 Board Meeting, Agreement #23-100 was ratified between the Oxnard School District and Kenco Construction Services to provide Inspector of Record (IOR) services for the project.

The attached Amendment #001 to the Agreement for Consultant Services extends the agreement to ensure the Inspector of Record Services continue for the remainder of the project due to an unforeseen construction project duration extension.

**FISCAL IMPACT:**

\$52,920.00 – Master Construct and Implementation Funds

**RECOMMENDATION:**

It is the recommendation of the Superintendent and the Director, Facilities, in conjunction with CFW, that the Board of Trustees approve Amendment #001 to Agreement 23-100 with Kenco Construction Services, Inc.

**ADDITIONAL MATERIALS:**

**Attached:** [Amendment #001 \(2 Pages\)](#)

[Proposal \(2 pages\)](#)

[Agreement #23-100, Kenco Construction Services Inc. \(86 Pages\)](#)

## **Amendment No. 001 to Services Agreement No. 23-100**

The Services Agreement No. 23-100 (“Agreement”) entered into on August 23, 2023, by and between the Oxnard School District (“District”) and Kenco Construction Services (“Provider”), is hereby amended by the parties as set forth in this Amendment No. 001 to the Services Agreement No. 23-100 (“Amendment”) that is incorporated herein for all purposes.

### **RECITALS**

WHEREAS, The District retained Provider to provide Inspector of Record (IOR) services for Driffill PS/TK/K Construction Project (“Project”);

WHEREAS, the Provider is currently providing the services for the Project and IOR services are required by the Division of State Architect;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

### **AMENDMENT**

The Parties agree to add the following language to SECTION 4 of the Agreement:

Provide additional Inspector of Record services.

The Parties agree to add the following language to Statement of Work of the Agreement:

The definition of Basic Services is expanded to include the deliverables and submittals set forth herein, provided for under the original Agreement between the Parties and those identified in Section 4 hereto, where not inconsistent with the original Agreement or this Amendment. Terms used in Section 4 shall have the same meaning as those terms are defined in the Agreement.

The Parties agree to add a new Statement of Work to the Agreement as follows:

**Statement of Work: Additional Compensation for Driffill Elementary School PS/TK/K Construction Project.** The Provider agrees to perform the Basic Services as described in the original Agreement with respect to the Project. In consideration for the amended basic services and deliverables, Provider agrees to be compensated an additional Fee for the additional work totaling: **Fifty-Two Thousand Two Hundred Ninety Dollars and No Cents (\$52,290.00).** **This fee shall include all the work necessary to complete the additional Inspector of Record Services.**

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Services Agreement No. 23-100 entered into and executed by the Parties on August 23, 2023 remain in full force and effect. Provider agrees that any



provisions, limitations and exclusions in its proposal are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 001 and represented that each has authority to do so on the dates set forth below:

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Melissa Reyes, Director, Purchasing

\_\_\_\_\_  
Date:

**Kenco Construction Services Inc.:**

By: \_\_\_\_\_  
Ken Hinge

\_\_\_\_\_  
Date:



DSA INSPECTIONS / MANAGEMENT  
A Division of the State Architects

[www.kencoconstructionservices.com](http://www.kencoconstructionservices.com)

EIN #27-2782038  
SOS Corp. # 3245180

*"Building Safe Schools"*

**Proposal Extension for DSA "Onsite" Inspection.**

**Date:** 09-01-24

**Project Client:** Oxnard School District  
1055 South C Street  
(805) 385-1514

**Proposed Projects:** **Driffill ES – 5 New Modular Installation**  
910 South E Street, Oxnard, Ca. 93030

**DSA App. Number:** #03-123351                      **DSA File Number:** 56-22

**Proposed Scope of Work:** One DSA Certified Project Inspector to provide onsite inspections for the construction of 5 new Modular Classroom Bldgs. and associated site work, including site utilities per the DSA approved drawings. All documentation and DSA requirements included. **NOTE:** Laboratory, geo/soil or special inspections are not included.

**Project Rate:** \$105.00 per hour for DSA inspections with a 4-hour minimum per site visit until the approved drawings are complete. Unless additional work becomes necessary per the district, the hours are estimated not to exceed 8 hrs. per day. OT rate is \$157.50 per hr.

**Estimated Cost:** Estimated Extension Start Date: ..... **August 1<sup>st</sup>, 2024**  
Estimated Completion Date: ..... **October 30<sup>th</sup>, 2024**  
3 months = 63 days = 504 hrs. (@ \$105.00 per hr.)..... **\$ 52,920.00**

**Total Estimated Proposal: \$ 52,920.00**

**Note:** Please be advised that all inspections are subject to contractor performance. Therefore, the total cost proposal is an estimate and subject to increase or credit.

**Project Inspector Agency Agreement and Contract Duties:**

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, Construction Manager, or designated agent.
2. Attending all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor or observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **August 1<sup>st</sup>, 2024**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oxnard School District** agrees to pay KENCO Construction Services, Inc. our monthly invoice for project services, billed at a rate of **\$105.00 per hour for DSA inspection**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X           *Kenneth Hinge*          

X \_\_\_\_\_

Ken Hinge, President  
 KENCO Construction Services, Inc.  
 Date: 09-01-24

District Authorized Agent  
 Oxnard School District  
 Date:

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
INSPECTOR OF RECORD SERVICES TO BE PROVIDED FOR  
DRIFFILL ELEMENTARY SCHOOL ECDC TRANSITIONAL  
KINDERGARTEN CONSTRUCTION PROJECT**

This Agreement for Consultant Services (“Agreement”) is entered into as of this **23rd** day of **August 2023**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and **Kenco Construction Services, Inc.** (“Consultant”), with a business address located at 4664 Romola Ave., La Verne, California, 91750. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties”.

**RECITALS**

**A.** District is authorized by California Government Code section 53060 and District’s 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 Proposal (“Proposal”), the performance of certain services, with the precise scope of work to be specified at the time of assignment of the work.

**B.** Following submission of a Proposal for the performance of services, Consultant was selected by District to perform services on behalf of the District at the District’s sole discretion.

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

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

**OPERATIVE PROVISIONS**

- 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. Scope of Services.** The Scope of Services to be assigned to Consultant pursuant to issuance of a Purchase Order, is further defined in **Exhibit “D” – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed qualified by District as described in this Agreement.
- 3. Term of Agreement.** Subject to earlier termination as provided for below, this Agreement shall remain in effect from August 24, 2023 through August 23, 2024 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Driffill Elementary School ECDC New Transitional Kindergarten Facilities Project, 910 South E Street, Oxnard, CA 93030** (“Project”), as described in **Kenco Construction Services, Inc’s Proposal dated May 26, 2023**.

4. **Time for Performance.** The scope of Services set forth in **Exhibit “D”** shall be completed during the Term referenced under item Section 3 above. If Services indicated in **Exhibit “D”** cannot be completed within the schedule set forth under Section 3 above, it is the responsibility of the Consultant to notify District no later than ten (10) days prior to the completion date for the Services, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. For this Agreement, the completion date for Services is March 30, 2024. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
5. **Additional Services.** Additional Services are services in addition to the Services set forth in this Agreement that are provided by Consultant pursuant to a written request by the District. Additional Services will require a written request or pre-authorization in writing by District, subject to specific approval processes of such services, to the extent required by District and which may be further determined at the time District receives a proposed cost for the requested Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant’s discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
6. **Compensation and Method of Payment.** In exchange for Consultant’s services, District shall pay an amount to Consultant not to exceed the amount set forth in **Exhibit “A” – Compensation & Rate/Fee Schedule**, attached hereto and incorporated by reference herein. This Agreement is to be invoiced to the District in the form of Progress Payments. 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. If any expenses stated within Consultant’s invoice are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- a. 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.
7. **Responsibilities of Consultant:**
- a) Consultant shall perform all Services as indicated in this Agreement to the Satisfaction of District.
- b) The specific Services of Consultant to be performed shall be indicated in **Exhibit “D”**, attached to this Agreement.

- c) Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit “D,”** having the skill, legal and professional ability, and flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the Scope of Services under this agreement, including but not limited to all local ordinances, building codes, and requirements from all Authorities Having Jurisdiction (“AHJ”) including, but not limited to, the Division of the State Architect (“DSA”), the Office of Public School Construction (“OPSC”), the State Facilities Planning Division (“SFPD”), California Department of Education (“CDE”), the California Department of General Services (“DGS”), the Department of Toxic Substance Control (“DTSC”), the California Environmental Quality Act (“CEQA”), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) it will assume all responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule and/or Term set forth in this Agreement; and (f) it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and/or any applicable agencies.
- d) Consultant shall follow accepted industry standards and practices and comply with all federal, state and local laws and ordinances applicable to the Services required by this Agreement.

**8. Responsibilities of District.**

- a) District will prepare and furnish to Consultant upon Consultant’s request, such information as is reasonably necessary to the performance of the Services required under this Agreement. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District’s possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the District’s Program Manager, Caldwell Flores Winters, Inc. (“Program Manager”). Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b) If requested by Consultant, District shall provide information as to the requirements and educational program for each project assigned by Agreement, including approved budget and schedule limitations.
- c) District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
- d) District shall, at its sole discretion, provide for the timely approval and execution of the Agreement, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

**9. Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.

**10. Termination.** This Agreement and/or all or part of the Services contained herein may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a) District may terminate all or a portion of this Agreement, or the Services, without cause, at any time by giving ten (10) calendar days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b) District may terminate all or a portion of this Agreement, or the Services, for cause, in the event of a Default by giving written notice pursuant to Section 13 below; or
- c) Consultant may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the District, if District fails to make any undisputed payment to Consultant when due and where such failure remains uncured for forty-five (45) calendar days after Consultant's written notice to District.

**11. Similar or Identical Services.** In the event this Agreement, or any of the Services, are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District, and upon such terms and in such manner as District may determine appropriate.

**12. Inspection and Final Acceptance.** District's acceptance of any work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions within this Agreement, unless otherwise expressly stated.

**13. Default.**

- a) Failure of Consultant to perform any Services or comply with any provisions of this Agreement constitutes a Default. District may terminate all or any portion of this Agreement, or the Services, for cause, in the event of a Default. The termination shall be effective if (i) Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District; and/or (ii) if the cure by its nature takes longer, and thereby the Consultant fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and fails to diligently prosecute such cure to the satisfaction of District. If Consultant has not cured the Default, District may withhold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's rights at law and in equity, nor a waiver of any rights arising out of any provision of this Agreement.
- b) In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate

of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of Agreement.

- 14. 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 Consultant. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such Documents.
- 15. Use of Documents by District.** If and to the extent that District utilizes any Documents, for any purpose not related to this Agreement and/or the Project, Consultant’s guarantees and warranties related to Standard of Performance under this Agreement shall not extend to such use of the Documents.
- 16. 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 four (4) years after termination or expiration of this Agreement, or longer if required by law. Such records shall include, at minimum, a detailed record of daily performance, staff time records, subconsultants’ time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.
  - a) Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of four (4) 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 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.
- 17. Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant, and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker’s compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all



of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes, since these taxes will not be withheld from payments under this Agreement.

- 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 officers, agents, and employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
- b) Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.


**18. Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement. 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, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement for California school districts in or around the same geographic area of District (the "Standard of Performance").

**19. 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 ("Confidential Information"). Consultant shall not release or disclose any such Confidential Information, Documents, or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential Information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with Confidential Information:

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

**20. Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement. 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 District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

- a) Bylaws of the Board 9270 & 9270-E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 9270 & 9270-E and that it  does  does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

**21. 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 Board members, officers, officials, employees, agents, or volunteers of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a) Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with District’s pupils. Consultant must complete District’s certification form, attached herein as **Exhibit “C,”** prior to any of Consultant’s employees coming into contact with any of District’s pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

**22. 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.

**23. Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 42 U.S.C. 2000e and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

**24. Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (“DVBEs”) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement

**25. 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, Services or obligations under this Agreement without the prior written consent of District and approval by District’s Board of Trustees. 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.

**26. 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 District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly. Any and all subcontractors utilized by Consultant under this Agreement and/or for the Project must maintain any required licenses or certifications.

**27. District Administrator.** **Lisa Franz** shall be in charge of administering this Agreement on behalf of District (the "Administrator"), provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

**28. Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement.

- a) Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

**29. Indemnification.**

- a) For all liability either found by a court of competent jurisdiction, or as agreed to by the Parties, other than that liability arising out of the professional services of Consultant as described in **Exhibit "D,"** Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, employees, and agents ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the Consultant and for any costs or expenses (including but not limited to attorneys' fees) incurred by District on account of any claim, except where such indemnification is prohibited by law. Consultant's indemnification obligation applies to District's active as well as passive negligence but does not apply to District's sole negligence or willful misconduct.
- b) For liability arising out of the performance of its professional services under this Agreement, Consultant agrees to indemnify, defend, and hold harmless District and its Indemnified Parties, from and against any and all claims, actions, losses, damages, judgments, and/or liabilities, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. In no event shall such cost to defend that is charged to the Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligation does not apply to District's sole negligence or willful misconduct.
- c) Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor or sub-consultant retained or employed by Consultant in the performance of this Agreement. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of

Consultant and shall survive the termination of this Agreement.

 (Initials)

**30. 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 "B"** 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. Any Consultant subcontractors and/or sub-consultants must maintain the necessary insurance coverages as provided for in this Agreement, including but not limited to **Exhibit "B."**

**31. 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. Ana DeGenna, Interim Superintendent  
Re: Driffill ECDC Project

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Sr. Program Manager  
815 Colorado Boulevard, Suite 201  
Los Angeles, CA 90041  
Attention: Michael Brewer  
Telephone: (626) 829-8323  
Email: [mbrewer@cfwinc.com](mailto:mbrewer@cfwinc.com)

**To Consultant:** Kenco Construction Services, Inc.  
4664 Romola Ave.  
La Vern, CA 91750  
Attention: Kenneth Hinge, President  
Telephone(714) 981-2752  
Email: [kenhinge@kenco-inc.com](mailto:kenhinge@kenco-inc.com)

All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered, if delivered personally; (ii) on the date sent, if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected, if sent by certified mail; and (iv) the date it is received, if sent by regular United States mail.

**32. Disputes.** Except in the event of the District's failure to make an undisputed payment due the Consultant, notwithstanding any disputes between the District and Consultant hereunder, the Consultant shall continue to provide and perform the Services and authorized Additional Services pending a subsequent resolution of such disputes. Any and all disputes under this Agreement between the District and Consultant shall be submitted for resolution for non-binding mediation. If such disputes cannot be resolved through mediation, all remaining disputes shall be resolved by binding arbitration conducted under the auspices of AAA and the AAA Construction Industry Arbitration Rules. The foregoing notwithstanding, as an express condition to the Consultant's commencement of arbitration proceedings hereunder, the Consultant shall comply with all

applicable requirements of Government Code section 900, *et seq.*

33. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
34. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
35. **Amendment.** No changes, amendments, alterations, or modifications of this Agreement shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
36. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement 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. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall remain liable to District in accordance with this Agreement for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement.
37. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, or the Services, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.
38. **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).
39. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant

services as of the date first written above.

OXNARD SCHOOL DISTRICT

Lisa A. Franz

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

10-6-23

Date

KENCO CONSTRUCTION SERVICES, INC.

[Signature]

Signature

JEFF BARNES V.P.

Typed Name/Title

8/22/23

Date

Tax Identification Number: 27-2782038

## EXHIBIT "A"

### COMPENSATION & RATE/FEE SCHEDULE

**I. The following rates of pay shall apply in the performance of the Services under this Agreement:**

**Total Not to Exceed Fee = \$158,760.00**

- II.** Consultant may utilize subcontractors as permitted in the Agreement. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.
- III.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:
- A. Travel and Mileage.** Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the Project site will not be approved for reimbursement.
  - B. Reimbursable Reprographic Services.** Print sets or copies requested in writing by District beyond the quantities required under the Agreement.
  - C. Fees for Subcontractors.** Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement.
  - D.** Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.
- IV.** Consultant shall provide to District a complete Schedule of Values ("SOV"), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District.
- A.** Acceptable back-up for billings shall include, but not be limited to:
    - a.** Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
    - b.** Records for all supplies, materials and equipment properly charged to the Services.
    - c.** Records for all travel pre-approved by District and properly charged to the Services.
    - d.** Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Exhibit "A"

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Chief Business Official. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

**The total compensation for the Services shall be provided for in this Agreement.**

**V. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, or any of the Services pursuant to Section 10 or Section 11(a) of the Agreement, District will pay Consultant as provided herein for all Services and authorized Additional Services actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement as compensation for the Services completed, plus any authorized Additional Services and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate.

After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

Exhibit "A"



## EXHIBIT "B"

### INSURANCE

**I. Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to District Superintendent and/or District's 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, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

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

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

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

(3) Insurance coverage should include:

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

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

(5) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

**A. All Policies.** Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after thirty (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 Board members, officers, officials, employees, agents, and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and abuse/molestation.

Exhibit "B"

The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

Exhibit "B"

**EXHIBIT "C"**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS**

The Consultant will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Agreement in compliance with Education Code sections 45125.1 and 45125.2. To assure these provisions, the Consultant's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the Consultant shall barricade the work area to separate its workers from the students. Costs associated with this process are the responsibility of the Consultant.

The Consultant's construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice ("DOJ") and have a proof of clearance in the form of an affidavit filed in the Needles Unified School District's ("District") Purchasing Office **prior to** the start of the work.

Education Code sections 45125.1 and 45125.2 require that criminal checks be completed for contractors who provide construction, janitorial, administrative, grounds and landscape maintenance, pupil transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the District as follows:

That I am a representative of the Consultant currently under contract ("Agreement") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken the following actions with respect to the construction Project that is the subject of the Agreement:

1. Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of work, a physical barrier at the Project site, which will limit contact between Consultant's employees and District pupils at all times (mandatory for all projects); AND
2. The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has a pending criminal proceeding for a felony or has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR
3. Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant whom the California DOJ has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Consultant's employees and its subcontractors' employees is:

Name: JEFF BARNES

Title: VICE PRESIDENT

AND/OR

4. The work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Consultant shall come in contact with District pupils.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: 8/22/23

Proper Name of Consultant: KENCO CONSTRUCTION SERVICES INC.

Signature: 

By: JEFF BARNES

Its: \_\_\_\_\_

**EXHIBIT "D"**

**SCOPE OF SERVICES**

**Outlined in Kenco Construction Services, Inc.'s Attached Proposal, dated May 26, 2023**

EXHIBIT "E"  
TO AGREEMENT FOR CONSULTANT SERVICES # 23-100


**CONFLICT OF INTEREST CHECK**

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

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

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

Date: 10-6-23

By: 

Lisa A. Franz  
Director of Purchasing



DSA INSPECTIONS / MANAGEMENT  
*A Division of the State Architects*

[www.kencoconstructionservices.com](http://www.kencoconstructionservices.com)

EIN #27-2782038  
SOS Corp. # 3245180

*"Building Safe Schools"*

**Proposal for DSA "Onsite" Inspection.**

**Date:** 05-26-23

**Project Client:** **Oxnard School District**  
1055 South C Street  
(805) 385-1514

**Proposed Projects:** **Driffill ES – 5 New Modular Installation**  
910 South E Street, Oxnard, Ca. 93030

**DSA App. Number:** #03-123351                      **DSA File Number:** 56-22

**Proposed Scope of Work:** One DSA Certified Project Inspector to provide onsite inspections for the construction of 5 new Modular Classroom Bldgs. and associated site work, including site utilities per the DSA approved drawings. All documentation and DSA requirements included. **NOTE:** Laboratory, geo/soil or special inspections are not included.

**Project Rate:** \$105.00 per hour for DSA inspections with a 4-hour minimum per site visit until the approved drawings are complete. Unless additional work becomes necessary per the district, the hours are estimated not to exceed 8 hrs. per day. OT rate is \$157.50 per hr.

**Estimated Cost:** Estimated Start Date: ..... **August 1<sup>st</sup>, 2023**  
Estimated Completion Date: ..... **May 1<sup>st</sup>, 2024**  
9 months = 189 days = 1,512 hrs. (@ \$105.00 per hr.)..... **\$ 158,760.00**

**Total Estimated Proposal: \$ 158,760.00**

**Note:** Please be advised that all inspections are subject to contractor performance. Therefore, the total cost proposal is an estimate and subject to increase or credit.

**Project Inspector Agency Agreement and Contract Duties:**

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, Construction Manager, or designated agent.
2. Attending all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor or observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **August 1<sup>st</sup>, 2023**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oxnard School District** agrees to pay KENCO Construction Services, Inc. our monthly invoice for project services, billed at a rate of **\$105.00 per hour for DSA inspection**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X Kenneth Hinge

Ken Hinge, President  
 KENCO Construction Services, Inc.  
 Date: 05-26-23

X \_\_\_\_\_

District Authorized Agent  
 Oxnard School District  
 Date:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/04/2023

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).

|   |  |                       |
|---|--|-----------------------|
| <b>PRODUCER</b><br>Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA<br>520 Madison Avenue<br>32nd Floor<br>New York, New York 10022 | <b>CONTACT NAME:</b>                           |                       |
|   | <b>PHONE (A/C, No, Ext):</b> (888) 202-3007    | <b>FAX (A/C, No):</b> |
| <b>INSURED</b><br>Kenco Construction Services Inc.<br>4664 Romola Ave<br>La Verne, CA 91750   | <b>E-MAIL ADDRESS:</b> contact@hiscox.com      |                       |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>           |                       |
|   | <b>INSURER A:</b> Hiscox Insurance Company Inc | <b>NAIC #</b> 10200   |
|   | <b>INSURER B:</b>                              |                       |
|   | <b>INSURER C:</b>                              |                       |
|   | <b>INSURER D:</b>                              |                       |
| <b>INSURER E:</b>   |  |                       |
| <b>INSURER F:</b>   |  |                       |

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

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | P100.108.112.4 | 02/18/2023              | 02/18/2024              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |           |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |           |          |                |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      |                |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Oxnard School District is named additional insured. The Hiscox General Liability Policy P100.108.112 is endorsed with Waiver of Subrogation and Primary and Non-Contributory endorsement in favor of Oxnard School District subject to policy terms and conditions.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>Oxnard School District<br>1051 South A Street<br>Oxnard, Ca. 93030 | <b>CANCELLATION</b><br>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<br>   |

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# Declarations Page

## Commercial General Liability Declarations

In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.

|                             |                                       |                       |
|-----------------------------|---------------------------------------|-----------------------|
| Declaration effective from: | February 18, 2023                     |                       |
| Policy No.:                 | P100.108.112.4                        |                       |
| Renewal of:                 | P100.108.112.3                        |                       |
| Named Insured:              | Kenco Construction Services Inc.      |                       |
| Address:                    | 4664 Romola Ave<br>La Verne, CA 91750 |                       |
| Email Address:              | kenhinge@kenco-inc.com                |                       |
| Policy period:              | From: February 18, 2023               | To: February 18, 2024 |

At 12:01 A.M. (Standard Time) at the address shown above.

|  |  |                                |
|--|--|--------------------------------|
| Form of Business:  | Corporation  |                                |
| Each Occurrence Limit:   | \$1,000,000  |                                |
| Damage to Premises Rented to You Limit:                              | \$100,000  | Any one premises               |
| Medical Expense Limit:   | \$5,000  | Any one person                 |
| Personal & Advertising Injury Limit:                                 | \$1,000,000  | Any one person or organization |
| General Aggregate Limit:   | \$2,000,000  |                                |
| Products/Completed Operations Aggregate Limit:                       | Products-completed operations are subject to the General Aggregate Limit |                                |
| Supplemental Business Personal Property Floater Coverage Limit:      | \$0  |                                |
| Supplemental Business Personal Property Floater Coverage Deductible: | Not Applicable   |                                |
| All Premises You Own, Rent or Occupy                                 |  |                                |
| Premises Number:   | 1  |                                |
| Address:   | 4664 Romola Ave<br>La Verne, CA 91750                                    |                                |
| Total Premium:   | 565.00   |                                |
| Attachments:   | See attached Forms and Endorsements Schedule.                            |                                |



IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.

President

Secretary

Authorized Representative

## Forms and Endorsements Schedule

Forms and Endorsements made part of this policy at time of issue:

CGL D001 10 18 - Commercial General Liability Declarations  
INT D001 01 10 - Forms and Endorsements Schedule  
CG 00 01 12 07 - General Liability Coverage Form  
CGL E5401 CW (03/10) - Definition of Employee  
CGL E5403 CW (03/10) - Notice Information  
CGL E5404 CW (03/10) - Exclusion - Personal Information  
CGL E5407 CW (03/10) - Exclusion - Professional Services  
CGL E5408 CW (03/10) - Cancellation Provision (14 Day Full Refund)  
CGL E5409 CW (03/10) - Right and Duty to Select Defense Counsel  
CGL E5421 CW (02/14) - Additional Insured - Automatic Status  
IL 00 17 11 98 - Common Policy Conditions  
IL 00 21 09 08 - Nuclear Energy Liability Exclusion Endorsement (Broad Form)  
CG 00 68 05 09 - Recording and Distribution of Material or Information in Violation of Law Exclusion  
CG 21 41 11 85 - Exclusion - Intercompany Products Suits  
CGL E5416 CW (01/13) - Exclusion - Construction Management Errors and Omissions Endorsement  
CG 22 43 04 13 - Exclusion - Engineers, Architects Or Surveyors - Professional Liability Endorsement  
CG 22 24 04 13 - Exclusion - Inspection, Appraisal And Survey Companies Endorsement  
IL 02 70 09 08 - California Changes - Cancellation and Nonrenewal  
CG 32 34 01 05 - California Changes  
CGL E5581 CW (03/16) - Primary and Noncontributory - Other Insurance Condition  
CGL E5402 CW (03/10) - Modified Waiver of Transfer of Rights of Recovery Against Others To Us  
CGL E5405 CW (03/10) - Exclusion - Damage to Primary Residence  
IL 09 85 12 20 - Disclosure Pursuant To Terrorism Risk Insurance Act  
CG 21 70 01 15 - Cap On Losses From Certified Acts Of Terrorism  
CG 20 26 07 04 - Additional Insured - Designated Person or Organization  
CG 20 26 07 04 - Additional Insured - Designated Person or Organization  
INT N003 CW (01/19) - Policyholder Notice Electronic Delivery  
INT N001 CW (01/09) - Economic And Trade Sanctions Policyholder Notice

# Policy Wording

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".



**f. Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Distribution Of Material In Violation Of Statutes**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

#### **i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

#### **j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**i. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Distribution Of Material In Violation Of Statutes**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions

We will not pay expenses for "bodily injury":

### a. Any Insured

To any insured, except "volunteer workers".

### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by,
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and



(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

#### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### **c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### **5. Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### **6. Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

#### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

#### **8. Transfer Of Rights Of Recovery Against Others To Us**

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.

#### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**22. "Your work":**

**a. Means:**

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

# Endorsements

Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 1  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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## **DEFINITION OF EMPLOYEE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

In **Section V – DEFINITIONS**, Definition 5. “Employee” is deleted and replaced with the following:

5. “Employee” includes a “leased worker” and a “temporary worker”.





Hiscox Insurance Company Inc.

Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 2  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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## NOTICE INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### Where To Send Notice

Phone: 866-424-8508  
Email: [reportclaim@hiscox.com](mailto:reportclaim@hiscox.com)  
Mail: Hiscox  
5 Concourse Parkway, Suite 2150  
Attn: Direct Claims  
Atlanta GA, 30328

Subparagraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit in Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include the following:

Any notification required by this policy shall be provided to us at the address listed in the above **SCHEDULE**.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 3  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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## **EXCLUSION – PERSONAL INFORMATION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Paragraph 2. **Exclusions** under **Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE C – MEDICAL PAYMENTS** is amended to include the following exclusion:

#### **Personal Information**

“Bodily injury”, “property damage” or “personal and advertising injury” caused by the insured’s failure to protect any non-public, personally identifiable information in the insured’s care, custody or control.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 4  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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## **EXCLUSION – PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Paragraph 2. **Exclusions** under **Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended to include the following exclusion:

#### **Professional Services**

“Bodily injury”, “property damage” or “personal and advertising injury” caused by the rendering or failure to render any professional service.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering or failure to render any professional service.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 5  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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## **CANCELLATION PROVISION (14 DAY FULL REFUND)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All Coverage Parts included in this policy are subject to the following condition:

Notwithstanding anything in the "**COMMON POLICY CONDITIONS**" or any other cancellation provision to the contrary, if the first Named Insured cancels within 14 days of the inception of the policy period shown in the Declarations without there having been: (i) an "occurrence" that caused "bodily injury" or "property damage"; (ii) an offense arising out of your business that caused a "personal and advertising injury"; or (iii) an accident that caused "bodily injury"; then we shall return in full any premium amount actually paid to us. In such event, the effective date of cancellation shall be deemed to be the inception date of the policy period shown in the Declarations.



Hiscox Insurance Company Inc.

Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 6  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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## **RIGHT AND DUTY TO SELECT DEFENSE COUNSEL**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

In regard to any covered "suit" seeking damages under **Section 1 – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, our right and duty to defend shall include the right to select defense counsel.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 7  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – AUTOMATIC STATUS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 8  
Endorsement Effective: 02/18/2023

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

**F. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.





Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 9  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 10  
Endorsement Effective: 02/18/2023

## RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Exclusion q. of Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

#### 2. Exclusions

This insurance does not apply to:

##### q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**B. Exclusion p. of Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

#### 2. Exclusions

This insurance does not apply to:

##### p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 11  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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## **EXCLUSION – INTERCOMPANY PRODUCTS SUITS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard."



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 12  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of:

1. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project on which you serve as a construction manager; or

2. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager. while in the care, custody or control of any insured, or

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved that which is described in Paragraph 1. or 2..

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Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 13  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 14  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – INSPECTION, APPRAISAL AND SURVEY COMPANIES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the insured may be held liable because of the rendering of or failure to render professional services in the performance of any claim, investigation, adjustment, engineering, inspection, appraisal, survey or audit services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render professional services in the performance of any claim, investigation, adjustment, engineering, inspection, appraisal, survey or audit services.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 15  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:**

**2. All Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
  - (1) Nonpayment of premium; or
  - (2) Discovery of fraud by:
    - (a) Any insured or his or her representative in obtaining this insurance; or
    - (b) You or your representative in pursuing a claim under this policy.
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

**3. All Policies In Effect For More Than 60 Days**

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
  - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
  - (2) Discovery of fraud or material misrepresentation by:
    - (a) Any insured or his or her representative in obtaining this insurance; or
    - (b) You or your representative in pursuing a claim under this policy.
  - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.



- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
  - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (6) A determination by the Commissioner of Insurance that the:
    - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
    - (b) Continuation of the policy coverage would:
      - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
      - (ii) Threaten our solvency.
  - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B.** The following provision is added to the **Cancellation** Common Policy Condition:
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part  
 Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
  - b. We may not cancel this policy solely because the first Named Insured has:
    - (1) Accepted an offer of earthquake coverage; or
    - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
  - c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
    - (1) Capital Assets Program Coverage Form (Output Policy);
    - (2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
    - (3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

- C. The following is added and supersedes any provisions to the contrary:

#### **NONRENEWAL**

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

#### **2. Residential Property**

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Capital Assets Program (Output Policy) Coverage Part

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below:
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.
  - d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction (**d.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
    - (1) Capital Assets Program Coverage Form (Output Policy);
    - (2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
    - (3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.
3. We are not required to send notice of nonrenewal in the following situations:
    - a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.

- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



Hiscox Insurance Company Inc.

Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 16  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

---

## **CALIFORNIA CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The term "spouse" is replaced by the following:

Spouse or registered domestic partner under California law.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 17  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

---

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided:

1. you have agreed in a written contract or agreement to add such additional insured to a policy providing the type of coverage afforded by this policy; and
2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Hiscox Insurance Company Inc.

Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 18  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

---

## **MODIFIED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

You may waive your rights against another party so long as you do so in writing prior to: (i) an offense arising out of your business that caused a “personal and advertising injury”; or (ii) an “occurrence” that caused “bodily injury” or “property damage”.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 19  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

---

## **EXCLUSION – DAMAGE TO PRIMARY RESIDENCE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

With respect to a premises that is an insured's primary residence:

- A.** The last paragraph ("Exclusions c. through n. do not apply . . .") of Paragraph 2., **Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted.
- B.** The first exception ("Paragraphs (1), (3) and (4) of this exclusion do not apply . . .") to Exclusion j., **Damage To Property** of Paragraph 2., **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted.
- C.** Paragraph 6. of **Section III – Limits Of Insurance** is deleted.
- D.** Any reference in the Declarations to "Damage To Premises Rented To You" is deleted.



Hiscox Insurance Company Inc.

Policy Number: P100.108.112.4
Named Insured: Kenco Construction Services Inc.
Endorsement Number: 20
Endorsement Effective: 02/18/2023

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE - PART I

Terrorism Premium (Certified Acts) \$ 6.00

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):

Additional information, if any, concerning the terrorism premium:

SCHEDULE - PART II

Federal share of terrorism losses 80%
(Refer to Paragraph B. of this endorsement.)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.





Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 20  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 21  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 22  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| <b>Name Of Additional Insured Person(s) Or Organization(s)</b>   |
|--|
| Oxnard School District<br>1051 South A Street<br>Oxnard, Ca. 93030                                     |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



Policy Number: P100.108.112.4  
Named Insured: Kenco Construction Services Inc.  
Endorsement Number: 23  
Endorsement Effective: 02/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| <b>Name Of Additional Insured Person(s) Or Organization(s)</b>   |
|--|
| Oxnard Shool District<br>1051 South A Street<br>Oxnard, Ca. 93030                                      |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

# Notices



## Policyholder Notice Electronic Delivery

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If you received your insurance policy by email, it is because you have chosen electronic delivery of your policy documents and important notices, including cancellation and nonrenewal notices where permitted by law. We also will send any renewal policy documents to you by email at the address you have provided.

If you are currently receiving paper documents and would like to have ease of retrieval and access and save on storage space, you will need to contact us and update your preferences. Most documents can be sent electronically within minutes. For electronic documents, you will need a computer or mobile device with Internet access and the ability to receive external emails. You also will need software such as Adobe Reader<sup>®</sup> that allows you to view and save PDF documents, and a printer to create paper copies.

At any time you may request a paper copy of your policy, or you may withdraw your consent to receive documents by email. We will then send documents to you by US mail at no added cost.

You must notify us if your email or street address changes. To update your email or street address, or to request paper documents, please contact us at 888-202-3007.

## **ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE**

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Hiscox is committed to complying with the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) requirements. OFAC administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <http://www.treas.gov/offices/enforcement/ofac/>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <http://www.treas.gov/offices/enforcement/ofac/>.




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/14/2023

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).

|   |   |                                    |
|---|---|------------------------------------|
| <b>PRODUCER</b><br><b>State Farm</b><br><br>JON SHEPHERD INSURANCE AGENCY<br>3844 E FOOTHILL BLVD<br>PASADENA, CA 91107 | <b>CONTACT NAME:</b> JON SHEPHERD<br><b>PHONE (A/C, No, Ext):</b> 626-395-7220<br><b>E-MAIL ADDRESS:</b> JON@JONSHEP.COM  | <b>FAX (A/C, No):</b> 626-395-7224 |
|   | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : State Farm Mutual Automobile Insurance Company<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |                                    |
| <b>INSURED</b><br>KENCO CONSTRUCTION SERVICES, INC.<br>KENNETH HINGE & JEFFERY BARNES 2690 ALIBI DR<br>LAKE HAVASU CITY, CA 86404   |   |                                    |

**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  |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|---|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:              |           |          |                 |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMPI/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY |           |          | 542 5628-B22-03 | 08/22/2023              | 02/22/2024              | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$ 1,000,000<br>BODILY INJURY (Per accident) \$ 1,000,000<br>PROPERTY DAMAGE (Per accident) \$ 1,000,000<br>\$       |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$   |           |          |                 |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          |                 |                         |                         | PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |
|          |   |           |          |                 |                         |                         | COMP \$500<br>COLLISION \$500<br>UIM & UM 100/300   |

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

2022 GMC 2500 Truck.  
 Oxnard School District is named additional insured. The State Farm Auto Insurance Company, Policy #542 5628-B22-03 is endorsed with Waiver of Subrogation and Primary and Non-Contributory endorsement in favor of Oxnard School District subject to policy terms and conditions.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>Oxnard School District<br>1051 South A Street<br>Oxnard, Ca. 93030 | <b>CANCELLATION</b><br>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(jj)<br><br><i>Jon Shepherd</i>  |





**DECLARATIONS PAGE**

NAMED INSURED 00223 03-235A-1 B A

POLICY NUMBER 542 5628-B22-03B  
 POLICY PERIOD SEP 13 2023 to FEB 22 2024  
 12:01 A.M. Standard Time

000225 0058  
 HINGE, KENNETH BARNES  
 JEFFERY & KENCO CONSTRUCTION  
 2690 ALIBI DR  
 LK HAVASU CTY AZ 86404-1300

AGENT  
 JON SHEPHERD INS AGENCY INC  
 3844 E FOOTHILL BLVD  
 PASADENA, CA 91107-2220

PHONE: (626)395-7220

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.  
 IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

**YOUR CAR**

| YEAR | MAKE | MODEL  | BODY STYLE | VEHICLE ID NUMBER | CLASS      |
|------|------|--------|------------|-------------------|------------|
| 2023 | GMC  | SIERRA | PICKUP     | 1GTUUEL2PZ288231  | 603H60F000 |

| SYMBOLS | COVERAGE & LIMITS  | PREMIUMS |
|---------|--|----------|
| A       | Liability Coverage<br>Bodily Injury Limits<br>Each Person, Each Accident<br>\$1,000,000 \$1,000,000<br>Property Damage Limit<br>Each Accident<br>\$1,000,000 | \$218.34 |
| C       | Medical Payments Coverage<br>Limit - Each Person<br>\$5,000  | \$6.20   |
| D-WG    | Comprehensive and Glass Coverage - \$500 Deductible  | \$114.55 |
| G       | Collision Coverage - \$500 Deductible  | \$257.59 |
| H       | Emergency Road Service Coverage  | \$1.82   |
| R1      | Car Rental and Travel Expenses Coverage<br>Limit - Car Rental Expense<br>Each Day, Each Loss<br>80% \$1,000  | \$14.97  |
| U       | Uninsured Motor Vehicle Coverage<br>Bodily Injury Limits<br>Each Person, Each Accident<br>\$100,000 \$300,000  | \$7.63   |
| W       | Underinsured Motor Vehicle Coverage<br>Bodily Injury Limits<br>Each Person, Each Accident<br>\$100,000 \$300,000   | \$32.92  |

**Total premium for SEP 13 2023 to FEB 22 2024 \$654.02 This is not a bill.**

**IMPORTANT MESSAGES**

Replaced policy number 5425628-03A.

New Policy Form

**Your total renewal premium for AUG 22 2023 to FEB 22 2024 is \$744.89.**

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such as the coverages you have, where you live, the kind of car you drive, how your car is used, who drives the car, and information from consumer reports.

You have the right to request, no more than once during a 12-month period, that your policy be re-rated using a current credit-based insurance score. Re-rating could result in a lower rate, no change in rate, or a higher rate.

**Notice of insurance information collection practices - personal, family, or household insurance transactions:**  
 We often collect personal information from persons other than the individual or individuals listed on the policy. Such personal information may, in certain circumstances, be disclosed to third parties without your authorization. If you would like additional information concerning the collection and disclosure of personal information - and your right to see and correct any personal information in your files - it will be furnished upon request.

CONTINUED

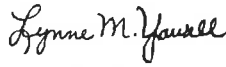
See Reverse Side

This policy is issued by State Farm Mutual Automobile Insurance Company.

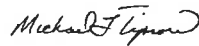
#### MUTUAL CONDITIONS

- 1. Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
- 2. No Contingent Liability.** This policy is non-assessable.
- 3. Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.



Secretary



President



PO Box 2368  
Bloomington IL 61702-2368

**DECLARATIONS PAGE**

PAGE 2 OF 2

00223

03-235A-1 B A

NAMED INSURED 000225 0058  
HINGE, KENNETH BARNES  
JEFFERY & KENCO CONSTRUCTION  
2690 ALIBI DR  
LK HAVASU CTY AZ 86404-1300

POLICY NUMBER 542 5628-B22-03B  
POLICY PERIOD SEP 13 2023 to FEB 22 2024  
12:01 A.M. Standard Time

**EXCEPTIONS POLICY BOOKLET & ENDORSEMENTS (See policy booklet & individual endorsements for coverage details.)**

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET - FORM 9803A, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU WITH ANY SUBSEQUENT RENEWAL NOTICE.  
01 6028BN ADDITIONAL INSURED (PRIOR NOTICE OF TERMINATION)-SIMI VALLEY UNIFIED SCHOOL DISTRICT, 101 W COCHRAN ST, SIMI VALLEY CA 93065-6217  
02 6028BN ADDITIONAL INSURED (PRIOR NOTICE OF TERMINATION)-OXNARD SCHOOL DISTRICT, 1051 S A ST, OXNARD CA 93030-7442.  
6128CY AMENDATORY ENDORSEMENT  
6129K AMENDATORY ENDORSEMENT  
6903A AMENDATORY ENDORSEMENT  
6196AA - WAIVER OF SUBROGATION UNDER THE LIABILITY COVERAGE OF SIMI VALLEY UNIFIED SCHOLL DISTRICT; OXNARD SCHOOL DISTRICT.

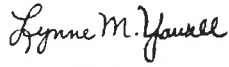
Agent: JON SHEPHERD INS AGENCY INC  
Telephone: (626)395-7220  
Prepared SEP 29 2023 235A-A2F

This policy is issued by State Farm Mutual Automobile Insurance Company.

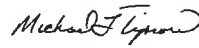
#### MUTUAL CONDITIONS

- 1. Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
- 2. No Contingent Liability.** This policy is non-assessable.
- 3. Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.



Secretary



President



6903A AMENDATORY ENDORSEMENT

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. LIABILITY COVERAGE

Paragraph 2.a. of If Other Liability Coverage Applies is replaced by the following:

2. a. The Liability Coverage provided by this policy applies as primary coverage:

- (1) for the ownership, maintenance or use of your car or a trailer attached to it;
(2) for the maintenance or use of a vehicle that is owned by any person or organization in the business of:
(a) selling;
(b) repairing;
(c) servicing;
(d) delivering;
(e) testing;
(f) road testing;
(g) parking; or
(h) storing.

motor vehicles and an insured is operating the vehicle and is neither an owner, nor an employee or agent of the owner of the vehicle; and

(3) for the maintenance or use of a rental motor vehicle if:

- (a) the rental agreement discloses that the owner does not provide liability coverage to the renter, authorized drivers or any other driver;
(b) the renter did not purchase liability coverage from the rental motor vehicle's owner; and
(c) no other liability coverage from sources other than the State Farm Companies applies for the same accident.

2. UNINSURED MOTOR VEHICLE COVERAGE

Deciding Fault and Amount is replaced by the following:

Deciding Fault and Amount

1. The insured and we must agree to the following two questions:

- a. Is the insured legally entitled to recover compensatory damages from the owner or driver of the uninsured motor vehicle; and
b. If the insured and we agree that the answer to I.a. above is yes, then what is the amount of the compensatory damages that the insured is legally entitled to recover from the owner or driver of the uninsured motor vehicle?

2. If there is disagreement on the answers to either or both questions, then the disagreement will be resolved by arbitration upon written request of the insured or us.

The arbitration will take place in the county in which the insured resides unless the parties agree to another location.

The insured and we will agree upon a competent and impartial arbitrator. If the insured and we are unable to agree upon an arbitrator within 30 days, then either the insured or we may petition a court that has jurisdiction to select the arbitrator.

The arbitrator shall have no authority to decide any questions of law or conduct arbitration on a class-wide or class-representative basis.

The written decision of the arbitrator that is signed by the arbitrator and that contains an explanation of the basis for the decision will be binding on:

- a. us;
b. the insured; and

c. any assignee of the insured.

The written decision of the arbitrator may be appealed to an Arizona court that has jurisdiction by either party.

The cost of the arbitrator will be shared equally by both parties. Each party will pay the costs for its own attorney, witnesses, and any evidence it uses. The cost of the transcription of the arbitration proceedings will be paid by the party that incurred such expense. All other expenses of arbitration will be shared equally by both parties.

3. Subject to the provisions of this policy, the Arizona Rules of Civil Procedure as to the conduct of the arbitration and appeal, if any, shall be used.

4. We do not waive any of our rights by submitting to arbitration.

5. We are not bound by any:

- a. judgment obtained without our written consent; and
b. default judgment against any person or organization other than us.

6. Regardless of the amount of any arbitration award or any other award, including any judgment or default judgment, we are not obligated to pay any amount in excess of the available limits under this coverage of this policy.

7. Any arbitration or suit against us will be barred unless commenced within three years after the date you notified us in writing of the uninsured motor vehicle claim. Legal action may only be brought against us in accordance with the Legal Action Against Us provision of this policy.

3. UNDERINSURED MOTOR VEHICLE COVERAGE

Deciding Fault and Amount is replaced by the following:

Deciding Fault and Amount

1. The insured and we must agree to the following two questions:

- a. Is the insured legally entitled to recover compensatory damages

from the owner or driver of the uninsured motor vehicle; and
b. If the insured and we agree that the answer to I.a. above is yes, then what is the amount of the compensatory damages that the insured is legally entitled to recover from the owner or driver of the uninsured motor vehicle?

2. If there is disagreement on the answers to either or both questions, then the disagreement will be resolved by arbitration upon written request of the insured or us.

The arbitration will take place in the county in which the insured resides unless the parties agree to another location.

The insured and we will agree upon a competent and impartial arbitrator. If the insured and we are unable to agree upon an arbitrator within 30 days, then either the insured or we may petition a court that has jurisdiction to select the arbitrator.

The arbitrator shall have no authority to decide any questions of law or conduct arbitration on a class-wide or class-representative basis.

The written decision of the arbitrator that is signed by the arbitrator and that contains an explanation of the basis for the decision will be binding on:

- a. us;
b. the insured; and

c. any assignee of the insured.

The written decision of the arbitrator may be appealed to an Arizona court that has jurisdiction by either party. The cost of the arbitrator will be shared equally by both parties. Each party will pay the costs for its own attorney, witnesses, and any evidence it uses. The cost of the transcription of the arbitration proceedings will be paid by the party that incurred such expense. All other expenses of arbitration will be shared equally by both parties.

3. Subject to the provisions of this policy, the Arizona Rules of Civil Procedure as to the conduct of the arbitration and appeal, if any, shall be used.

4. *We* do not waive any of *our* rights by submitting to arbitration.
5. *We* are not bound by any:
- judgment obtained without *our* written consent; and
  - default judgment against any *person* or organization other than *us*.
6. Regardless of the amount of any arbitration award or any other award, including any judgment or default judgment, we are not obligated to pay any amount in excess of the available limits under this coverage of this policy.
7. Any arbitration or suit against *us* will be barred unless commenced within three years after the date *you* notified *us* in writing of the underinsured motor vehicle claim. Legal action may only be brought against *us* in accordance with the **Legal Action Against Us** provision of this policy.

#### 4. PHYSICAL DAMAGE COVERAGES

##### Insuring Agreements

Item 5.a. is replaced by the following:

##### a. Car Rental Expense

*We* will pay the *daily rental charge* incurred when an *insured* rents a *car* from a *car business* while *your car* or a *newly acquired car* is:

- not drivable; or
- being repaired

as a result of a *loss* which would be payable under Comprehensive Coverage or Collision Coverage.

*We* will pay this *daily rental charge* incurred during a period that:

- starts on the date:
  - the vehicle is not drivable as a result of the *loss*; or
  - the vehicle is left at a repair facility if the vehicle is drivable; and
- ends on the earliest of:
  - the date the vehicle has been repaired or replaced;
  - the date *we* offer to pay for the *loss* if the vehicle is repairable but *you* choose to delay repairs; or
  - seven days after *we* offer to pay for the *loss* if the vehicle is:
    - a total loss as determined by *us*; or
    - stolen and not recovered.

The amount of any such *daily rental charge* incurred by an *insured* must be reported to *us* before *we* will pay such amount

6903A

Page 3 of 3  
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**Oxnard School District**

**Exemption from Workers' Compensation**

|   |  |                                    |                          |
|---|--|------------------------------------|--------------------------|
| <b>BUSINESS NAME AND ADDRESS</b>                          |  |                                    |                          |
| Business Name<br><b>Kenco Construction Services, Inc.</b> |  | Contractor License #<br><b>N/A</b> |                          |
| Business Address<br><b>4664 Romola Ave.</b>               | City<br><b>La Verne</b>                                  | State<br><b>CA.</b>                | Zip Code<br><b>91750</b> |
| Business Phone<br><b>(714) 981-2752</b>                   | Business E-mail Address<br><b>kenhinge@kenco-inc.com</b> |                                    |                          |

**Contractor named above does not employ anyone in the manner subject to the workers' compensation laws of California.**

I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate. I understand that, upon employing anyone in a manner that is subject to the workers' compensation laws of the State of California, the claim of exemption executed under this form will no longer be valid. I also understand that, as soon as I employ anyone subject to the California's workers' compensation laws, I must obtain a Certificate of Workers' Compensation Insurance, submit that certificate to the Simi Valley Unified School District, and continuously maintain the coverage provided by the certificate in accordance with the law.

|                        |  |   |
|------------------------|--|---|
| Date<br><b>8-29-23</b> | Signature of Contractor (Owner, Partner, or Officer)<br><i>Kenneth Hinge</i> | Printed Name of Contractor (Owner, Partner, or Officer)<br><b>Kenneth Hinge</b> |
|------------------------|--|---|



**Oxnard School District**  
**Certification of Exemption from Workers' Compensation Insurance**

**Kenco Construction Services, Inc.**

Provider Name

**4664 Romola Ave.**

Street Address

**714-981-2752**

Business Telephone

**Inspector of Record**

Services Provided

Business License Number

**La Verne, CA 91750**

City, State, Zip Code

**kenhinge@kenco-inc.com**

Business E-mail Address

**#23-100/8-23-2023**

Agreement/Contract Date

I certify that I am an independent contractor as defined in California *Labor Code* section 3353 and subject to the requirements of California *Labor Code* section 2776.

I certify that I am exempt from maintaining workers' compensation coverage. I further certify that I do not and will not employ, during the performance of work or service described in the Agreement/Contract referenced above, any person, described in California *Labor Code* sections 3351, 3351.5 and 2775 et seq., in any manner so as to become subject to the workers' compensation laws of the State of California.

I also certify that if in the future I should employ persons to perform work pursuant to this Agreement, in a manner that causes me to be subject of the workers' compensation laws of the State of California, I shall immediately obtain workers' compensation insurance coverage and provide the Local Educational Agency with a certificate of insurance as evidence that I am in compliance with such laws.

Should any court of law, administrative agency or department thereof, or state board find any subcontractors that I hire to be employees, I agree to defend, indemnify, and hold harmless the Local Educational Agency, its governing board, officers, employees, agents, successors, or assigns from any and all claims, demands, monetary or other losses, and expenses whatsoever, including reasonable legal fees and costs, arising from the findings of the court of law, administrative agency or department thereof, or state board.

This Certification of Exemption from Workers' Compensation Insurance shall survive termination of the referenced Agreement, for any reason whatsoever, and binds Provider's legal representatives, successors, and assigns.

I attest that the information provided on this Certification of Exemption from Workers' Compensation Insurance is true and accurate.

**Kenneth Hinge** Digitally signed by Kenneth Hinge  
 Date: 2023.08.29 15:12:54 -07'00'

Provider signature

**8-29-23**

Date





# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org  
CHANGING THE WORLD! IN SCHOOL AND BEYOND

August 25, 2023

## BOARD OF TRUSTEES

VERONICA ROBLES-SOLIS  
President

JARELY LOPEZ  
Clerk

MONICA MADRIGAL LOPEZ  
MARYANN RODRIGUEZ  
ROSE GONZALES

## ADMINISTRATION

DR. ANABOLENA DEGENNA  
Interim Superintendent

VALERIE MITCHELL, MPPA  
Assistant Superintendent  
Business & Fiscal Services

DR. NATALIA TORRES  
Assistant Superintendent  
Human Resources

DR. ARACELY FOX  
Acting Associate Superintendent, Educational  
Services

## CERTIFICATION OF MINUTES – August 23, 2023

The Board met in regular session on August 23, 2023, at the usual meeting place thereof. The meeting was called to order at 5:06 p.m.

Members Present: Trustees Lopez, Rodriguez, Gonzales and Madrigal Lopez

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### **C.14. Approval of Agreement #23-100 for Inspector of Record (IOR) Services with Kenco Construction Services, Inc., for the New ECDC Facilities at Drifill (Mitchell/Miller/CFW)**

On a motion by Trustee Rodriguez, seconded by Trustee Lopez and carried on a roll call vote of 4-0; the Board of Trustees approved Agreement #23-100 for Inspector of Record (IOR) Services with Kenco Construction Services, Inc., for the New ECDC Facilities at Drifill, as presented.

Ana DeGenna, Ed.D.  
Secretary of the Board & Interim District Superintendent

ADG/lld

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Facilities Agreement

**Approval of Amendment #1 to Construction Services Agreement #24-115, Site Lease Agreement #24-166, and Sub Lease Agreement #24-167 with Edwards Construction Group for the Modernization Project at Ritchen Elementary School (DeGenna/Miller/CFW)**

---

The Board of Trustees approved the Enhanced Master Construct Program that focuses on increasing the number of K-8 school facilities, modernizing and replacing older schools, portable classrooms, and support facilities with permanent K-5 & K-8 schools; all with the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

Pursuant to District direction, CFW, Inc., on July 08, 2024 issued an RFQ/P to Lease-leaseback contractors to provide the pre-construction services for the Ritchen Elementary School modernization project. Four firms submitted responses by the August 02, 2024 deadline. Following interviews on August 22, Edwards Construction Group was scored as the best respondent by the panelists composed of District and CFW personnel.

The “GMP” for the Project shall be Six Million Three Hundred Ninety-Eight Thousand Two Hundred Thirty-Five Dollars and No Cents (\$6,398,235.00). The GMP consists of Sublease Payments in the amount of \$54,506.06 per month for 6 months for a total lease value of Three Hundred Twenty Thousand Dollars and No Cents (\$320,000.00) pursuant to terms and payment schedule as amended and set forth in the Sublease.

The LLB delivery method requires three separate agreements, the Construction Services Agreement, the Site Lease, and a Sublease:

- The Construction Services Agreement sets forth the terms, conditions, and scope of work indicated in the DSA approved construction and contract documents for the school site. (Construction Services Agreement #24-115)
- The Site Lease Agreement leases the Ritchen Elementary School (property) to Edwards Construction Group and requires that they complete the facilities improvements as indicated in the Construction Services Agreement under the terms of the Lease. (Site Lease Agreement #24-166)
- The Sublease Agreement subleases the property from Edwards Construction Group back to the Oxnard School District for operational use and access to the facilities after completion of construction. The Sublease requires the District to make lease payments to Edwards Construction Group that constitute the financing provided by the contractor under the LLB model. (Sublease Agreement #24-167)

The Guaranteed Maximum Price (GMP), Site Lease and Sub-Lease will allow the District to align its

goals with the Board of Education.

**FISCAL IMPACT:**

\$6,398,235.00 – Master Construct and Implementation Funds

**RECOMMENDATION:**

It is the recommendation of the Superintendent and the Director, Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve the Amendment #1 to Construction Services Agreement #24-115, approve Site Lease Agreement #24-166, and Sub Lease Agreement #24-167 with Edwards Construction Group.

**ADDITIONAL MATERIALS:**

**Attached:** [Proposal \(94 Pages\)](#)

[Site Lease #24-166, Edwards Construction Group \(9 Pages\)](#)

[Amendment #001 \(3 Pages\)](#)

[Sub Lease #24-167, Edwards Construction Group \(12 Pages\)](#)

[Construction Service Agreement #24-115, Edwards Construction Group \(78 Pages\)](#)

***EDWARDS***

Ritchen Elementary  
School LLB

GMP

10/17/2024

# Ritchen Elementary Modernization LLB

| CSI code    | Division/Trade                                | Quantity | Metric | Labor | Material | Subcontractor | Vendor                     | Equipment | Other | Subtotal   |
|-------------|---|----------|--------|-------|----------|---------------|----------------------------|-----------|-------|------------|
| 00 00 00    | Procurement and Contracting Requirements      |          |        |       |          |               |                            |           |       |            |
| 00 72 00    | General Conditions                            | 1        | LS     |       |          | 857,777.00    | Edwards Construction Group |           |       | 857,777.00 |
| 00 73 16    | Builders Risk Insurance Requirements          | 1        | LS     |       |          | 40,000.00     | Edwards Construction Group |           |       | 40,000.00  |
| 01 00 00    | General Requirements                          |          |        |       |          |               |                            |           |       |            |
| 01 56 26    | Temporary Fencing                             | 1        | LS     |       |          | 15,000.00     | Edwards Construction Group |           |       | 15,000.00  |
| 01 32 23    | Building Layout Survey                        | 1        | LS     |       |          | 15,000.00     | Edwards Construction Group |           |       | 15,000.00  |
| 01 74 23    | Final Cleaning                                | 1        | LS     |       |          | 12,500.00     | Edwards Construction Group |           |       | 12,500.00  |
| 02 00 00    | Existing Conditions                           |          |        |       |          |               |                            |           |       |            |
| 02 41 19    | Selective Demolition                          | 1        | LS     |       |          | 259,896.00    | Coastal Demo               |           |       | 259,896.00 |
| 03 00 00    | Concrete                                      |          |        |       |          |               |                            |           |       |            |
| 03 00 00    | Concrete                                      | 1        | LS     |       |          | 25,000.00     | Edwards Constrction Group  |           |       | 25,000.00  |
| 05 00 00    | Metals  |          |        |       |          |               |                            |           |       |            |
| 05 50 00    | Metal Fabrications                            | 1        | LS     |       |          | 13,590.00     | Edwards Constrction Group  |           |       | 13,590.00  |
| 06 00 00    | Wood, Plastics, and Composites                |          |        |       |          |               |                            |           |       |            |
| 06 10 00    | Rough Carpentry                               | 1        | LS     |       |          | 116,000.00    | RCM Construction           |           |       | 116,000.00 |
| 06 40 00    | Architectural Woodwork                        | 1        | LS     |       |          | 297,410.00    | A&E Cabinets               |           |       | 297,410.00 |
| 07 00 00    | Thermal and Moisture Protection               |          |        |       |          |               |                            |           |       |            |
| 07 13 26    | Pre-Applied Sheet Waterproofing               | 1        | LS     |       |          | 15,000.00     | Edwards Constrction Group  |           |       | 15,000.00  |
| 07 92 00    | Joint Sealants                                | 1        | LS     |       |          | 7,500.00      | Edwards Constrction Group  |           |       | 7,500.00   |
| 08 00 00    | Openings                                      |          |        |       |          |               |                            |           |       |            |
| 08 41 26    | All-Glass Entrances and Storefronts           | 1        | LS     |       |          | 1.00          | Center Glass Company       |           |       | 1.00       |
| 08 71 00    | Door Hardware                                 | 1        | LS     |       |          | 78,743.00     | S&S Hardware               |           |       | 78,743.00  |
| 08 81 00    | Glass Glazing                                 | 1        | LS     |       |          | 43,750.00     | Center Glass Company       |           |       | 43,750.00  |
| 08 14 16    | Flush Wood Doors                              | 1        | LS     |       |          |               | Center Glass Company       |           |       | 0.00       |
| 08 56 63    | Bullet Resistant Aluminum Transaction Windows | 1        | LS     |       |          | 11,410.00     | Armortex                   |           |       | 11,410.00  |
| 08 88 13    | Fire-Resistant Glazing                        | 1        | LS     |       |          |               | Center Glass Company       |           |       | 0.00       |
| 08 06 10    | Door Install                                  | 1        | LS     |       |          | 31,700.00     | C&S Construction           |           |       | 31,700.00  |
| 09 00 00    | Finishes                                      |          |        |       |          |               |                            |           |       |            |
| 09 05 61    | Concrete Moisture-Control System              | 1        | LS     |       |          | 15,000.00     | Edwards Constrction Group  |           |       | 15,000.00  |
| 09 22 26    | Ceiling Grid Suspension Systems               | 1        | LS     |       |          |               |                            |           |       | 0.00       |
| 09 28 13    | Cementitious Backing Boards                   | 1        | LS     |       |          | 25,000.00     |                            |           |       | 25,000.00  |
| 09 29 00    | Gypsum Board                                  | 1        | LS     |       |          | 175,000.00    |                            |           |       | 175,000.00 |
| 09 30 13    | Ceramic Tiling                                | 1        | LS     |       |          | 40,298.00     | Visalia Tile               |           |       | 40,298.00  |
| 09 51 13    | Acoustical Panel Ceilings                     | 1        | LS     |       |          | 450,000.00    | Ceiling Experts            |           |       | 450,000.00 |
| 09 65 00    | Resilient Flooring                            | 1        | LS     |       |          | 197,333.00    | Donald Hoover Company      |           |       | 197,333.00 |
| 09 65 13.13 | Resilient Base                                | 1        | LS     |       |          |               | Donald Hoover Company      |           |       | 0.00       |
| 09 68 13    | Tile Carpeting                                | 1        | LS     |       |          |               | Donald Hoover Company      |           |       | 0.00       |
| 09 72 16    | Vinyl-Coated Fabric Wall Coverings            | 1        | LS     |       |          |               | Ceiling Experts            |           |       | 0.00       |
| 09 72 16.16 | Rigid-Sheet Vinyl Wall Coverings              | 1        | LS     |       |          |               | Ceiling Experts            |           |       | 0.00       |
| 09 77 23    | Vinyl-Wrapped Panels, Tackboards              | 1        | LS     |       |          |               | Ceiling Experts            |           |       | 0.00       |
| 09 84 33    | Wood Fiber Acoustical Wall Units              | 1        | LS     |       |          |               | Ceiling Experts            |           |       | 0.00       |
| 09 91 00    | Painting                                      | 1        | LS     |       |          | 158,000.00    | Vanguard Painting          |           |       | 158,000.00 |
| 09 77 13    | Stretched-Fabric Wall Systems                 | 1        | LS     |       |          | 158,920.00    | Tech Wall                  |           |       | 158,920.00 |
| 10 00 00    | Specialties                                   |          |        |       |          |               |                            |           |       |            |
| 10 11 00    | Visual Display Units                          | 1        | LS     |       |          | 290,016.00    | Tech Wall                  |           |       | 290,016.00 |
| 10 14 00    | Signage                                       | 1        | LS     |       |          | 56,528.00     | Signs of Success           |           |       | 56,528.00  |
| 10 14 19    | Dimensional Letter Signage                    | 1        | LS     |       |          |               |                            |           |       | 0.00       |
| 10 21 13    | Toilet Compartments                           | 1        | LS     |       |          | 69,073.00     | Stambaugh                  |           |       | 69,073.00  |
| 10 26 00    | Wall and Door Protection                      | 1        | LS     |       |          | 15,000.00     | Edwards Constrction Group  |           |       | 15,000.00  |

|                       |   |      |              |                           |                  |
|-----------------------|---|------|--------------|---------------------------|------------------|
| 10 28 13              | Toilet Accessories                                | 1 LS |              |                           | 0.00             |
| 12 00 00              | Furnishings                                       |      |              |                           |                  |
| 12 21 13              | Horizontal Louver Blinds                          | 1 LS | 42,500.00    | R&D Interiors             | 42,500.00        |
| 12 24 13              | Roller Window Shades                              | 1 LS | 1.00         |                           | 1.00             |
| 22 00 00              | Plumbing  |      |              |                           |                  |
| 22 00 00              | Plumbing  | 1 LS | 2,215,347.00 | Smith                     | 2,215,347.00     |
| 23 00 00              | Heating, Ventilating, and Air Conditioning (HVAC) |      |              |                           |                  |
| 23 00 00              | Heating, Ventilating, and Air Conditioning (HVAC) | 1 LS |              | Smith                     | 0.00             |
| 23 01 30.51           | HVAC Duct Cleaning                                | 1 LS | 19,990.00    | Machado                   | 19,990.00        |
| 26 00 00              | Electrical  |      |              |                           |                  |
| 26 00 00              | Electrical  | 1 LS |              | Smith                     | 0.00             |
| 27 00 00              | Communications                                    |      |              |                           |                  |
| 27 00 00              | Communications                                    | 1 LS |              | Smith                     | 0.00             |
| 28 00 00              | Electronic Safety and Security                    |      |              |                           |                  |
| 28 31 00              | Fire Detection and Alarm                          | 1 LS |              | Smith                     | 0.00             |
| 32 00 00              | Exterior Improvements                             |      |              |                           |                  |
| 32 13 13              | Site Concrete Paving                              | 1 LS | 25,000.00    | Edwards Constrction Group | 25,000.00        |
| Total Bid Direct Cost |   |      |              |                           | 5,793,283.00     |
| Contengency 2%        |   |      |              |                           | 115,865.66       |
| Insurance 1.75%       |   |      |              |                           | 101,382.45       |
| Fee 6%                |   |      |              |                           | 347,596.98       |
| Bond Subtotal         |   |      |              |                           | 6,358,128.09     |
| P&P Bond 0.627%       |   |      |              |                           | 40,107.19        |
| <b>Total Bid</b>      |   |      |              |                           | <b>6,398,235</b> |

# Demolition

| Bid Form                      | Bidders                              | Bid Status      | Bid Amount   |   |
|-------------------------------|--------------------------------------|-----------------|--------------|---|
| 02 41 19 Selective Demolition | American Construction Group, Inc     | Did Not Submitt | \$0.00       |   |
| 02 41 19 Selective Demolition | Coastal Demo, Inc.                   | Submitted       | \$259,896.00 |   |
| 02 41 19 Selective Demolition | Eagle Contracting Inc                | Did Not Submitt | \$0.00       |   |
| 02 41 19 Selective Demolition | Precon                               | Did Not Submitt | \$0.00       |   |
| 02 41 19 Selective Demolition | RCCI DBA Ramirez Company             | Did Not Submitt | \$0.00       |   |
| 02 41 19 Selective Demolition | Shoemaker Demolition, Inc            | Did Not Submitt | \$0.00       |   |
| 02 41 19 Selective Demolition | SoCal Demolition (no PLA)            | Did Not Submitt | \$0.00       |   |
| 02 41 19 Selective Demolition | Standard Demolition, Inc.            | Did Not Submitt | \$0.00       |   |
| 3 41 19 Selective Demolition  | ICC Demolition                       | Submitted       | \$289,880.00 |   |
| 4 41 19 Selective Demolition  | Intergrated Demolition & Remediation | Submitted       | \$255,000.00 | Missing Soffit Demo on Sheet A5005 and Sawcut slab for electrical on Sheet 5073 |



# coastal demo inc.

Concrete Cutting ▪ Demolition ▪ Rolloff Service

P.O. Box 729 Pismo Beach, CA 93448 // LIC. NO. 972447

PHONE: 805-473-9451 // FAX: 805-489-1098

## PROPOSAL

**DATE:** 10-1-24

**CONTACT:** Brad

**CUSTOMER:** Edwards Construction Group

**JOB ADDRESS:** Ritchen ES Modernization – 2200 Cabrillo Wy. **CITY:** Oxnard

**PHONE:** 805-614-9909

**EMAIL:**

## DESCRIPTION OF WORK

Demolish and haul offsite per plans dated 3/11/21 to include:

- Plan Sheet A2001. Demolition Legend. Demolition Schedule Floor/Base (2), Wall (B), and Ceiling (2 and 4). Keynotes 2002 and 2003.
- Plan Sheet A2002. Demolition Legend. Demolition Schedule Floor/Base (2), Wall (B), and Ceiling (2 and 4). Keynotes 2002, 2003, 2005, 2009, and 2012.
- Plan Sheet A2003. Demolition Legend. Demolition Schedule Floor/Base (2), Wall (B), and Ceiling (2 and 4). Keynotes 2002, 2003, and 2005.
- Plan Sheet A5005. Demo Keynote 2023.
- Plan Sheet A5008. Keynote 5073.
- Price includes razor scraping all (3) dimensional flooring adhesive.
- Price excludes any demolition of MEPs.

**\*\*\* All Addendums noted.**

**\*\*\* Please note the (9) standard exclusions below.**

**\*\*\* DIR #1000010412**

# coastal demo inc.

Concrete Cutting ▪ Demolition ▪ Rolloff Service

P.O. Box 729 Pismo Beach, CA 93448 // LIC. NO. 972447

PHONE: 805-473-9451 // FAX: 805-489-1098

Price based on:

1. (4) phases. (1) move on per phase.
2. Regular work hours.
3. Prevailing Wages.
4. Removing up to (1) layer of floor finish.

Customer to provide:

1. Layout prior to Coastal Demo arrival.
2. Water and power onsite.

**TOTAL: \$259,896.00**

**QUOTE SUBMITTED BY: Ryan Gallagher 805-607-6068**

**Coastal Demo excludes all items listed below unless otherwise noted on contract.**

- |                                   |   |
|-----------------------------------|---|
| 1. Permits                        | 6. Capping or Disconnecting of existing utilities.    |
| 2. Layout                         | 7. De-watering.                                       |
| 3. Shoring or Bracing             | 8. Identification or Removal of Hazardous Waste.      |
| 4. Traffic or Pedestrian Control. | 9. Damage to pipes, conduits, or post tension cables. |
| 5. Protective covers or barriers. |   |

**Our liability and responsibility shall be limited strictly and solely to acts of omission of our direct employees, anything in any purchase order or contract not withstanding. We are not responsible for delays due to equipment malfunctions, weather or other causes beyond or control.**

# coastal**demo**inc.

Concrete Cutting ▪ Demolition ▪ Rolloff Service

P.O. Box 729 Pismo Beach, CA 93448 // LIC. NO. 972447

PHONE: 805-473-9451 // FAX: 805-489-1098

**Customer Approval: I have read the contract terms and agree to the terms and conditions.**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



# INTEGRATED DEMOLITION AND REMEDIATION INC.

Single Source Turnkey Contractor for all Demolition and Remediation Services

CSLB LICENSE #1003504

DIR # 1000023608

Date: October 01, 2024

via Email:

Proposal #IDR2024-0249R1

Project Name: Ritchen Elementary School Modernization: Demolition and Abatement

**Integrated Demolition and Remediation (“IDR”) respectfully submits the following scope and pricing on the above referenced project for your consideration.**

|  |                      |
|--|----------------------|
| <i>Scope of work includes Scope as listed on Demolition Plans, Specs and the Addenda</i>   |                      |
| <b><u>Interior and Asbestos &amp; Lead Abatement</u></b><br>- Interior demolition at Ritchen Elementary School<br>- Demo (E) Floor Finishes & Base<br>- Demo (E) Tackable / Acoustical Wall Panels / Wainscoting<br>- Demo (E) Ceiling Acoustical Tiles & Light Fixtures In Its Entirety<br>- Demo (E) Base Cabinet, Countertop & Sink In Its Entirety | <b>\$ 255,000.00</b> |

**Contract Documents, Plans and Specifications:**

- A2001/2/3: Demolition Plans of Ritchen Elementary School
- Limited survey for Asbestos and Lead, performed by Rincon Consultants, Inc.; Limited to Ritchen Elementary School: dated March 06, 2020
- Addendums - #1

Missing Soffit Demo on sheet A5005 and sawcut slab shown on A5073

**Contract Conditions and Assumptions:** This proposal or listed clarifications, conditions and exclusions in this proposal will be included as part of any mutually agreed upon contract

- The proposal is based on One mobilization; additional mobilization will be billed at \$ 3,500.00/mob
- This proposal excludes Shoring / Bracing / Temporary Protection
- Abatement is limited to quantities given on the survey
- All utility safe-offs by others
- Roof & Exterior Site Demolition is Excluded from this Proposal
- The proposal is based on prevailing wages
- This proposal does not include any layouts. All layouts to be done by GC
- Site security and site fencing will be provided by the GC/owner
- No overtime included in this proposal
- Cap-off and rerouting of utilities are to be done prior to IDR mobilization
- Owner/GC to provide local building/demolition permits
- Resurfacing of cabinets is Excluded from this Proposal

421 E CERRITOS AVENUE • ANAHEIM, CA 92805

PHONE: 714-340-3333 • FAX:714-709-4729



## **INTEGRATED DEMOLITION AND REMEDIATION INC.**

Single Source Turnkey Contractor for all Demolition and Remediation Services

- All repairs and patch back as a result of demolition are not included
- LBP removal is limited to loose and flakey
- This proposal excludes PLA/PSA/CWA/Union Agreements
- All items to be relocated & salvaged from the site shall be removed prior to IDR mobilization by others

### **Exclusions**

Bond, site security, weather protection, liquidated damages, unforeseen conditions, salvage for others, shoring, relocation, bracing, engineering, staking, layout, lagging, underpinning, dewatering, pedestrian barricades, protective covers, off-site work, standby time due to owner/contractor delays, handling asphalt with Petromat fabric or concrete plastic below asphalt, utility rerouting or reconnection, permits, termination of utility accounts; specialty insurance items not listed in this proposal.

THIS PROPOSAL IS VALID FOR THIRTY (30) DAYS.

Upon commencement of work, this proposal shall become a binding contract between both parties unless or until superseded by a formal, mutually agreed upon contract, at which time this proposal shall become a part of the new contract document.

Please feel free to contact me with any comments or questions on my cell phone 714-483-1534 or email at [jay@idrdemo.com](mailto:jay@idrdemo.com).

Regards,

Jay Gandhi  
Estimator

421 E CERRITOS AVENUE • ANAHEIM, CA 92805

PHONE: 714-340-3333 • FAX: 714-709-4729



**INDEPENDENT CONCRETE CUTTING, INC.**

3411 Camino Del Sol \* Oxnard, CA 93030-8985

LIC. # 543268

**TOLL FREE (800) 350-0409**

Fax (805) 485-7829

VENTURA PALMDALE / SAN FERNANDO L.A. COUNTY SANTA BARBARA  
 COUNTY LANCASTER VALLEY (626)794-5330 COUNTY  
 (805) 988-0016 (661) 274-0206 (818) 785-8498 (310) 393-9608 (805) 988-0016

|  |   |                  |
|--|---|------------------|
| ORDERED BY:<br>Brad Edwards  |   | DATE<br>10/21/24 |
| CUSTOMER<br>Edwards Construction Group                               |   |                  |
| JOB ADDRESS<br>Ritchen ES Modernization Project - 2200 Cabrillo Way. |   |                  |
| CITY<br>Oxnard.  | CROSS STREET  | MAPPAGE          |
| OFFICE PHONE   | JOB PHONE   |                  |
| FAX  | PAYMENT TO BE MADE: <input type="checkbox"/> C.O.D. <input type="checkbox"/> NET 30 |                  |
| BILLING ADDRESS  |   |                  |
| ICC DIR # 1000008334   |   |                  |

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board whose address is: Contractors' State License Board, 3132 Bradshaw Road, Sacramento, California 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

State of California Small Business Certified # 1747326

| QUANTITY  | ICC TO PROVIDE LABOR AND EQUIPMENT TO:  | PRICE      |
|-----------|---|------------|
| >>>>>>>>> | Demolish and remove off site existing debris as shown on sheets A2001.2000 notes # 2002 and 2003 only, A2002.2000 notes # 2002, 2003, 2005 2009 and 2012 only, A2003.2000 notes 2002, 2003, and 2005 only, A5005.2000 note # 2023 only and sheet A5008 detail 5. 5000 note # 5073 only.   |            |
|           | Total \$ 289,880.00   | 289,880.00 |
| >>>>>>>>> | Price Based On: * Four move ons add \$ 2,000.00 per if additional move ons are required. * Regular work hours. * Prevailing wages included. * All salvage belongs to ICC unless noted otherwise on plans or specs.  |            |
| >>>>>>>>> | Customer to provide: * Layout before ICC arrival * Slurry control labor and on site slurry disposal area. * All protective covers * Demolition equipment staging area at demolition areas. * On site power as required. * Minimum 2" water supply at all demolition areas as needed. * All locating, disconnecting and capping of utilities prior to ICC arrival.   |            |
| >>>>>>>>> | ICC Excludes: * All removal of hazardous materials. * All palletizing of salvage relocated items if requested. * All removal of unknown or identified multiple layers of floor finishes if required. * All adhesive removals. * All HVAC/MEP removals. * All protective covers as required. * All removal of wall finishes for new backing and blocking. * All hazardous material identifying or removals. * All removal of return to owner or salvage for reuse items. |            |
|           | Please see page # 2 for additional provisions and exclusions.   |            |

QUOTE SUBMITTED BY Mike Kirkendall 661-816-0119

TOTAL AMOUNT \$ \$289,880.00

**The Scope of Work, Provisions and Exclusions shown on page 2 on Independent Concrete Cuttings proposal are to be incorporated into any subsequent contract provided by customer in its entirety, (regardless of any language to the contrary provided by contractor or owner in its own Subcontract Agreement).**

For legal and insurance purposes, all accepted proposals require customer's signature and date. Should Contractor or Owner not sign and date this proposal, commencement of work shall be considered acceptance in full of this proposal in its entirety.

If customer intends to modify any portion of this proposal in their own Subcontract to follow, it must be done in advance of work starting.

**CUSTOMER APPROVAL: I HAVE READ THE CONTRACT AND AGREE TO IT'S TERMS AND EXCLUSIONS.**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Our liability and responsibility shall be limited strictly and solely to acts of omission of our direct employees, anything in any purchase order or contract not withstanding. We are not responsible for delays due to equipment malfunctions, weather or other causes beyond our control.

## Standard Exclusions

Unless otherwise agreed to in a separate contract prior to the start of work, Independent Concrete Cutting specifically excludes from the performance of the service quoted here all of the following.

1-Permits of any kind.

2-Layout-Our quote is based on the layout being done by the customer in chalk line or paint prior to our arrival on site to perform your work. If you require us to assist you with layout, it will be at extra charge to the quote.

3-Shoring or Bracing.

4-Traffic or Pedestrian Control.

5-Protective Covers or Barriers.

6-Locating, Capping or disconnecting any existing Utilities.

7-Dewatering.

8-Identification or handling of any type of Hazardous Waste unless agreed to in separate contract.

9-Damage to or location of Pipes, Lines, Conduits, or Post Tension Cables. It is Independent Concrete Cuttings understanding that Owner or Contractor has identified, marked and De-energized all existing utilities or cables.

If not clearly identified in advance of work, Independent Concrete Cutting accepts no responsibility to any damages that may occur.

10-Removal or disposal off site of any Slurry generated by our Concrete Cutting or Drilling.

Unless otherwise stated and agreed to in advance, our proposal is based on owner/contractor providing of a legal dump site for the slurry generated from our work on your site.

**Removal of Slurry off site will be an additional charge.**

## Standard Provisions

1-The price quoted on this ICC Bid Proposal is good for 60 days from the date of estimate, after that it may be subject to escalation.

2-Independent Concrete Cutting is a Non-Union contractor and is unwilling to be bound to any Union Agreements.

3-Acceptance of this Bid Proposal from Independent Concrete Cutting Inc. acknowledges the terms, scope of work, exclusions, Inclusions and Additional Provisions shown on the proposal.

## Insurance

Our quoted price includes the following limits of Insurance coverage.

Commercial Liability Limits-\$1,000,000.00 per occurrence, \$2,000,000.00 Aggregate.

Automotive Liability combined single limit \$1,000,000.00.

Excess Umbrella Liability \$3,000,000.00.

Our Bid Proposal does not include Waiver of Subrogation.

Higher limits of insurance than shown on our proposal are subject to availability and may result in a higher price than quoted.

## Terms of Payment

I agree to the following payment terms

1-C.O.D.-I agree to pay Independent Concrete Cutting in full at the completion of its work \_\_\_\_\_INT.

2-Per Independent Concrete Cutting account terms. I agree to pay Net 30 days with  
Zero retention per my account agreement. \_\_\_\_\_INT.

3-Per Contract Terms-If agreed to by both parties in advance in writing, Independent  
Concrete Cutting agrees to payment method agreed to in separate Contract. \_\_\_\_\_INT.

## Attorney Fees

If either party becomes involved in litigation arising out of this Subcontract or the performance thereof, the court in such litigation, or in a separate suit, shall award attorney fees to the justly entitled party. Unless judgment goes by default, the attorney fee award shall not be computed in accordance with any court schedule, but shall be as such as to fully reimburse all attorney fees actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorney fees paid or incurred in good faith.

# Rough Carpentry



| Bid Form                 | Bidders                             | Bid Status      | Bid Amount   |
|--------------------------|-------------------------------------|-----------------|--------------|
| 06 10 00 Rough Carpentry | Abdellatif Enterprises Inc.         | Did Not Submitt | \$0.00       |
| 06 10 00 Rough Carpentry | A Class Construction                | Did Not Submitt | \$0.00       |
| 06 10 00 Rough Carpentry | AMZ Construction, Inc.              | Did Not Submitt | \$0.00       |
| 06 10 00 Rough Carpentry | Cannon Construction                 | Will Not Bid    | \$0.00       |
| 06 10 00 Rough Carpentry | DCR Framing                         | Will Not Bid    | \$0.00       |
| 06 10 00 Rough Carpentry | JF & Son Construction Corp          | Did Not Submitt | \$0.00       |
| 06 10 00 Rough Carpentry | Karl Funk Construction Inc.         | Did Not Submitt | \$0.00       |
| 06 10 00 Rough Carpentry | Meyers Constructors, Inc.           | Did Not Submitt | \$0.00       |
| 06 10 00 Rough Carpentry | RCM Framing Construction Inc.       | Submitted       | \$116,000.00 |
| 06 10 00 Rough Carpentry | William Sullivan Construction, Inc. | Did Not Submitt | \$0.00       |

**Proposal**  
**RCM Construction Inc lic.#1008828**  
**511 Wood Mill Ln**  
**Santa maria Ca, 93458**  
**805-266-8391**

|                                   |  |
|-----------------------------------|--|
| PROPOSAL SUBMITTED<br>TO: Jessica | CONTACT INFO:<br>jg@edwardscongroup.com          |
| ADDRESS:                          | JOB NAME:<br><b>Oxnard School District</b>       |
| PLAN DATE:<br>A pages 03/11/2021  | JOB LOCATION:<br>2200 Cabrillo Way<br>Oxnard, Ca |

**Date quoted 10/01/2024 Proposal # 7950**

| ESTIMATES FOR:                                     | LABOR & EQUIP. | MATERIALS | SIDING LABOR | SIDING MATERIALS | TRUSSES | TOTAL     |
|--|----------------|-----------|--------------|------------------|---------|-----------|
| Rough Framing soffits, blocking, and hvac blocking | 96,000         | 20,000    | n/a          | n/a              | n/a     | \$116,000 |
|  |                |           |              |                  |         |           |
|  |                |           |              |                  |         |           |
|  |                |           |              |                  |         |           |
|  |                |           |              |                  |         |           |
|  |                |           |              |                  |         |           |
|  |                |           |              |                  |         |           |
|  |                |           |              |                  |         |           |
|  |                |           |              |                  |         |           |

|  |  |
|--|--|
| TERMS AND CONDITIONS: Includes equipment needed to perform rough framing scope of work per plan. GC to provide power at least one 110v outlet and one 220v outlet. Any Deviations from plan will be subject to a change order at a rate of \$170 per hr. GC to provide r.o's for openings or confirm call out is ok. Other subs to start once roof is complete. All invoices past due 45 days will be charged 1.5% per month. Quote valid for 45 days from date of proposal. Any Steel provided and installed by others. | No Retentions on materials if supplied by RCM. RCM will not be liable for any liquidated damages if they do exist. RCM is not liable for any delays beyond our control such weather, covid-19 or availability of materials. This is a prevailing wage job (DIR). |
| ESTIMATED START DATE:  | ESTIMATED FINISH DATE:   |
| <u>DATE OF ACCEPTANCE</u>  | <u>SIGNATURE</u>   |

# Cabinetry

| Bid Form | Bidders  | Bid Status      | Bid Amount   |
|----------|--|-----------------|--------------|
| 06 41 00 | Architectural Wood   A&E Cabinets                        | Submitted       | \$297,410.00 |
| 06 41 00 | Architectural Wood   California Woodworking, Inc.        | Will Not Bid    | \$0.00       |
| 06 41 00 | Architectural Wood   CLEAN LINES CABINETS INC.           | Did Not Submitt | \$0.00       |
| 06 41 00 | Architectural Wood   New Star Construction Services, Inc | Did Not Submitt | \$0.00       |
| 06 41 00 | Architectural Wood   Stolo Cabinets                      | Did Not Submitt | \$0.00       |
| 06 41 00 | Architectural Wood   Superior Millwork                   | Did Not Submitt | \$0.00       |

A&E Cabinets LLC  
7330 Hollister Ave.  
Goleta, Ca. 93117

AECABINETS@PM.ME

PW (Y)  (N)

RE: Ritchen Elem.  
OUR BID ON THE ABOVE REFERENCED PROJECT IS AS FOLLOWS,

\$ 297,410<sup>00</sup>

SUBJECT TO OUR STANDARD TERMS AND CONDITIONS, WHICH ARE INCORPORATED BY THIS REFERENCE:

ALL: plastic Laminate, Frameless cabinets + countertops premium grn. shelf,

DEDUCT FOR: \_\_\_\_\_

ADD FOR: \_\_\_\_\_

THE ABOVE BID IS IN ACCORDANCE WITH SECTION# 064100 ONLY  
OF THE PROJECT SPECIFICATIONS AND PLANS DATED 3/25/21  
INCLUDING ADDENDA # PRE 123 NEW 1 ONLY EXCEPT AS FOLLOWS.

INCLUSIONS: installation, delv,  
28 classrooms 4 phases

EXCLUSIONS: Backing, inwall shelf supports,  
Locks (none shown)

ADDITIONAL TERMS: \_\_\_\_\_

*JAM*

DATE 10/2

DIR# -1000666017  
CA. License # 1066457  
805-895-8077 Andrew  
805-895-8074 Eric  
805-886-3430 Joe

# Doors and Hardware

| Bid Form                  | Bidders                     | Bid Status      | Bid Amount  | Notes                           |
|---------------------------|-----------------------------|-----------------|-------------|---------------------------------|
| Doors, Frames, & Hardware | C&S CONSTRUCTION 1, INC     | Submitted       | \$31,700.00 | Door Installation Only          |
| Doors, Frames, & Hardware | Design Hardware             | Did Not Submitt | \$0.00      |                                 |
| Doors, Frames, & Hardware | Douglas Doors               | Did Not Submitt | \$0.00      |                                 |
| Doors, Frames, & Hardware | Precision Door & Millwork   | Did Not Submitt | \$0.00      |                                 |
| Doors, Frames, & Hardware | RK&G Construction           | Did Not Submitt | \$0.00      |                                 |
| Doors, Frames, & Hardware | Southwest Door & Frame, Inc | Did Not Submitt | \$0.00      |                                 |
| Doors, Frames, & Hardware | S & S Hardware LLC          | Submitted       | \$78,743.00 | Door and Hardware Material Only |
| Doors, Frames, & Hardware | Total Openings              | Will Not Bid    | \$0.00      |                                 |



# HARDWARE LLC

1111 EAST GRAND AVENUE - EL SEGUNDO, CALIFORNIA 90245  
TELEPHONE (310) 322-9404 FAX (310) 322-4818

Ritchen ES  
Oxnard, Ca  
September 30, 2024

Our quote for the above project is as follows:

|                           |                     |
|---------------------------|---------------------|
| Flush Wood Doors, 081416: | \$ 28,553.82        |
| Door Hardware, 087100:    | <u>\$ 50,189.13</u> |
| Total:                    | \$ 78,742.95        |

### General Clarifications:

- 1) 1 Addendum noted.
- 2) Antimicrobial copper alloy was unavailable according to our manufacture. As a result, lock finish was quoted as 630AM Stainless steel Antimicrobial.
- 3) All frames and windows will be excluded.
- 4) **Project pricing is for a complete door, frame, and hardware package. Any changes to the scope/bid package and the material will be subject to a requote.**

### General Exclusions:

- 1) Glass and glazing, field measurements, drilling and tapping for surface applied hardware, jobsite protection, field touch-up, and mitered stops for all doors and frames.
- 2) Installation.
- 3) All Storefront Openings
- 4) Access Control, Card Readers, multi tech reader, door contact and power supplies (unless specified).
- 5) All windows.
- 6) Copper Alloy Antimicrobial finish
- 7) All Hardware other than 01 & 02
- 8) All Frames.

### Clarifications, Wood Doors, 081416:

- 1) Wood doors by Masonite Architectural
- 2) Counts as follows: 33 Wood Doors
- 3) Wood Door quote valid for delivery by, March 31, 2025. After this date escalation costs of 2% per quarter will apply for delivery by December 31, 2025. After this material will be subject to requote.
  - Doors priced as Particle core plain sliced white maple with a factory finish.

### Exclusions, Wood Doors:

- 1) All WI and AWI certificates of compliance.





# HARDWARE LLC

1111 EAST GRAND AVENUE - EL SEGUNDO, CALIFORNIA 90245  
TELEPHONE (310) 322-9404 FAX (310) 322-4818

## **Clarifications, Finish Hardware, 087100:**

- 1) Hardware must be delivered no later than September 30, 2025, after this date, escalation charges of 8% will apply for delivery by March 31, 2026.

## **General Terms and Conditions:**

- 1) F.O.B. Jobsite
  - 1 Delivery for WD Doors
  - 1 Delivery for Hardware

Note: Door and Frame material unload and handling by contractor. Forklift and any other machinery by contractor.

- 1) 9.25% Sales Tax Included
- 2) Valid 90 Days
- 3) Net 30 Days from delivery of all material.
- 4) No retention to be withheld.

If you should have any questions, please do not hesitate to contact me at our office. This **Project pricing is for a complete door, frame, and hardware package.**

Sincerely,

Branden Garcia

# **C & S Construction1 INC.**

398 Highland Dr.  
Santa Maria, CA 93455  
(805) 310-6786  
License # 836788  
DIR#1000742070

To: ECG  
Attn: JESSICA  
Job: RITCHEN ES MODERNIZATION (ADDENDUM'S 1 – 3 NOTED)

**We hereby propose to furnish labor only necessary for the completion of:**

INSTALL HM/WD DOORS IN EXISTING FRAMES  
INSTALL FINISH HARDWARE ON HM/WD DOORS  
**(EXCLUDES GLASS)**

**WE EXCLUDE THE FOLLOWING:**

ALL DEMO; RECEIVING AND STORING MATERIAL; STOREFRONT DOORS & RELATED HARDWARE; SOUND TESTING; ELECTRICAL & LOW VOLTAGE WIRING; SWINGING GATES; ROLL-UP DOORS; ALL GLASS; BUCKING FRAMES FOR MASON; GROUTING FRAMES & MINERAL FIBER WOOL PACKED IN HM FRAMES.

- Note:**
1. All material to be on site prior to start of work.
  2. All materials to be labeled for each opening by others.
  3. Caulking and grouting to be done by others.
  4. Major prep of doors and frames to be done by others.

**WE PROPOSE** hereby to furnish labor-complete in accordance with above specifications, for the sum of:  
**THIRTY-ONE THOUSAND SEVEN HUNDRED DOLLARS \$31,700.00**

All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry are, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

**Attorney's Fees:** If either party becomes involved in arbitration or litigation arising out of this contract or the performance of it, the court or tribunal in such arbitration or litigation shall award reasonable costs and expenses of arbitration and litigation, including expert witness fees and attorney fees to the prevailing party or parties.

Authorized Signature \_\_\_\_\_ Date: **10/01/24**

**Note:** This proposal may be withdrawn by us if not accepted within **30** days.

**Acceptance of Proposal:** The above prices, specifications, and conditions are satisfactory and are hereby accrued. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_  
Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_

# Glass & Glazing

| Bid Form   | Bidders                            | Bid Status      | Bid Amount  | Notes   |
|--|------------------------------------|-----------------|-------------|---|
| 08 41 13 Glazed Aluminum Entrances and Storefronts | Center Glass Co. - Ventura/SB only | Submitted       | \$43,750.00 | Glazing and the install of the Bullet Resistance Window |
| 08 41 13 Glazed Aluminum Entrances and Storefronts | Oakstone Glass Corporation         | Did Not Submitt | \$0.00      |   |
| 08 41 13 Glazed Aluminum Entrances and Storefronts | Omnia Architectural Openings       | Did Not Submitt | \$0.00      |   |
| 08 41 13 Glazed Aluminum Entrances and Storefronts | Pacific Glazing Contractor         | Will Not Bid    | \$0.00      |   |
| 08 41 13 Glazed Aluminum Entrances and Storefronts | Queen City Glass (no PSA)          | Will Not Bid    | \$0.00      |   |
| 08 41 13 Glazed Aluminum Entrances and Storefronts | Rainbow Glazing, Inc.              | Did Not Submitt | \$0.00      |   |
| 08 41 13 Glazed Aluminum Entrances and Storefronts | Santa Barbara Glass Co. -          | Did Not Submitt | \$0.00      |   |
| 08 41 13 Glazed Aluminum Entrances and Storefronts | Sherrin Glass and Metal, Inc.      | Did Not Submitt | \$0.00      |   |
| 08 41 13 Glazed Aluminum Entrances and Storefronts | Sierra Pacific Windows             | Did Not Submitt | \$0.00      |   |
| 08 41 13 Glazed Aluminum Entrances and Storefronts | Storefront and Glazing             | Did Not Submitt | \$0.00      |   |
| 08 41 13 Glazed Aluminum Entrances and Storefronts | Summit Glass Corporation           | Did Not Submitt | \$0.00      |   |
| 08 41 13 Glazed Aluminum Entrances and Storefronts | Visalia Window Company             | Did Not Submitt | \$0.00      |   |
| 9 41 13 Glazed Aluminum Entrances and Storefronts  | Armortex                           | Submitted       | \$11,410.00 | Material Only for Bullet Resistive Glass                |



Date : October 04, 2024

## Edwards Construction

Attention: Estimating - Jessica

Re: Ritche ES

# PROPOSAL

We hereby propose to furnish all materials and labor to complete the following:

|   |              |
|---|--------------|
| Install bullet resistant window provided by others.               | \$ 2,300     |
| Aluminum storefront windows and doors # 171A and 171B.            | \$ 24,200.00 |
| 08813 Fire rated glazing in door vision frames. Frames by others. | \$ 17,250.00 |

We exclude the following, unless noted above.

- |   |   |
|---|---|
| 1. Final Cleaning of installed products.        | 2. Protection of our products after installation. |
| 3. Breakage or damage caused by others.         | 4. Permits / or civic approvals.                  |
| 5. Delays beyond our control.                   | 6. Structural steel, building structure.          |
| 7. Preparation of site, structural, mechanical. | 8. Electrical, low voltage, wiring.               |
| 9. Door hardware unless listed above.           | 10. Demolition / removal /of existing.            |
| 11. Flashings or self-adhered membranes.        |   |

By:  
Randy Gulden

Accepted By:  
Date:

Payment terms: Due upon receipt of invoice. 100% upon completion. 1.5% interest on invoices past 30 days. Deposits, if required, on a per job basis. Attorney's fee's will be paid by the customer in the event legal action is required to collect payment. All work to be installed in accordance with local building codes and industry standards. Standard labor warranty shall be for one year from date of our completion. Acceptance of this proposal authorizes the above work to be done and fully accepts the above prices, terms, and conditions.

THIS PROPOSAL IS VOID IF NOT ACCEPTEED WITHIN THIRTY DAYS FROM DATE OF OFFER, SHOWN ABOVE.

DIR1000008277

# ARMORTEX®

BULLET · BLAST · FORCED-ENTRY PROTECTION PRODUCTS

5926 Corridor Parkway · Schertz, Texas 78154  
(210) 661-8306 · (800) 880-8306 · Fax: (210) 661-8308  
www.armortex.com

ISO 9001 Certified

|                                 |                |
|---------------------------------|----------------|
| Date<br>Oct 2, 2024             | Page<br>1 of 2 |
| Rev. No.                        |                |
| Quote Number<br><b>QT056179</b> |                |

## Quote Submitted To:

Edwards Construction Group  
2045 Priesker Ln. Ste A  
Santa Maria, CA 93454  
Ph: (805)335-1161 Fx:  
Attn: Jessica Gregory  
jg@edwardscongroup.com

|                            |   |                              |   |                          |
|----------------------------|---|------------------------------|---|--------------------------|
| Quote Valid for<br>30 Days | Lead time<br>10-12 Weeks from receipt<br>of approved drawings | Customer No.<br>CRM999999999 | Salesperson<br>David Hernandez<br>dhernandez@armortex.com | Terms<br>Cash in Advance |
|----------------------------|---|------------------------------|---|--------------------------|

## EXCLUSIONS AND TERMS OF PURCHASE

- 1 Freight F.O.B. Schertz, TX 78154.
- 2 Inspection and Acceptance: Upon delivery it is the customers obligation to count and examine the condition and content of shipping containers. If damage is apparent, it is the customers responsibility to identify and note damage on the shipping company's delivery documentation at the time of delivery. All damages must be reported to Armortex within the 24 hours of any damages or defects.
- 3 Proposal does not include installation, anchors, samples, mock-ups, structural or engineering calculations unless listed.
- 4 **Customer is responsible for providing their own accurate take-off for this proposal. Customer also responsible for verification of field measurements before fabrication can begin. This Quote is Based on Material Listed. Armortex is a materials SUPPLIER ONLY, therefore retainage is not applicable.**
- 5 Changes to this proposal will require a re-quote.
- 6 Unless otherwise stated, doors include heavy duty continuous hinge (recommended), glazing and hardware prep. Hardware **NOT** included. Customer is responsible for providing current hardware templates.
- 7 Freight for the above material estimated at time of proposal. Actual cost at time of shipment may vary due to surcharges outside of our control.
- 8 First Time customers 50% prior to fabrication balance due prior to shipping. Payment Terms are set after credit review. If approved, 50% deposit then balance net 30 from ship date. International shipments require 100% payment prior to shipping. Credit card charges over \$15,000 are subject to additional fees.
- 9 Armortex Warranty is 1 year from ship date unless noted or listed on quote.
- 10 Pricing is good for 30 days from original quote date.
- 11 There is a **30%** restocking fee for certain items like composite panels, dip trays, package receivers, etc.  
**There are no returns allowed on custom order items such as doors and windows, etc.**
- 12 Armortex is not responsible for existing building conditions or adjacent substrate (e.g.: surrounding building components).
- 13 Armortex collects state sales tax for shipments within the State of Texas only. **For all other shipments outside the State of Texas, the customer is responsible for the payment of the state sales tax to the appropriate state or territory.**
- 14 Armortex does not agree to pay penalties or liquidated damages for failure to meet a delivery schedule.
- 15 Armortex does not assume any responsibility for material take-off's.
- 16 Specifications and drawings are subject to change without notice.
- 17 **NOTICE: All cancelled orders will be subject to penalties and shop drawing charges.**

## CUSTOMER ACCEPTANCE

|                   |           |            |       |
|-------------------|-----------|------------|-------|
| Quote No:         | QT056179  |            |       |
| Total Base Quote: | 11,410.00 | US Dollars |       |
| Name:             | Title:    | Signature: | Date: |

# ARMORTEX®

BULLET · BLAST · FORCED-ENTRY PROTECTION PRODUCTS

5926 Corridor Parkway · Schertz, Texas 78154  
 (210) 661-8306 · (800) 880-8306 · Fax: (210) 661-8308  
 www.armortex.com

ISO 9001 Certified

|  |                       |
|--|-----------------------|
| <b>Date</b><br>Oct 2, 2024             | <b>Page</b><br>2 of 2 |
| <b>Rev. No.</b>                        |                       |
| <b>Quote Number</b><br><b>QT056179</b> |                       |

| Item | Description   | Unit Price | Qty. | Extended Price |
|------|---|------------|------|----------------|
| 1    | Bullet Resistant Level 3 Aluminum Transaction Window<br>Extruded Aluminum 1 1/2" x 5" Interior<br>frame with 1" x 1" screw applied aluminum stops.<br>clear anodized aluminum finish, natural voice<br>12" deep x window width stainless steel shelf<br>with 16ga. SMDT 1016 stainless steel deal tray.<br>SP1250 Clear 1-1/4" Thick Laminated Poly<br>Level 3 Bullet Resistant Lexgard laminate<br>and hole for speaker device.<br>SIZE: 96"x48" | 9,578.00   | 1    | 9,578.00       |
| 2    | Bullet Resistant Level 3 Natural Voice Cover ANVS-6<br>Natural Voice Speaker port cover<br>Cast interior and exterior voice ports with<br>Stainless Steel backer plate, 6" outside diameter<br>5" hole in glazing required.   | 402.00     | 1    | 402.00         |
|      |   |            |      |                |

|                          |              |                  |
|--------------------------|--------------|------------------|
| <b>Subtotal</b>          | <b>US \$</b> | <b>9,980.00</b>  |
| <b>Estimated Freight</b> | <b>US \$</b> | <b>1,430.00</b>  |
| <b>Tax</b>               | <b>US \$</b> | <b>0.00</b>      |
| <b>Total</b>             | <b>US \$</b> | <b>11,410.00</b> |

# Gypsum Board Assemblies



| Bid Form              | Bidders                                   | Bid Status      | Bid Amount   | Notes   |
|-----------------------|---|-----------------|--------------|---|
| 09 29 00 Gypsum Board | AMZ Construction, Inc.                    | Did Not Submitt | \$0.00       |   |
| 09 29 00 Gypsum Board | California Republic Drywall               | Did Not Submitt | \$0.00       |   |
| 09 29 00 Gypsum Board | Caston, Inc                               | Did Not Submitt | \$0.00       |   |
| 09 29 00 Gypsum Board | DGR Drywall & Framing                     | Did Not Submitt | \$0.00       |   |
| 09 29 00 Gypsum Board | DMS -BKL Drywall & Interior Systems, Inc. | Did Not Submitt | \$0.00       |   |
| 09 29 00 Gypsum Board | Gridline Wall Systems                     | Did Not Submitt | \$0.00       |   |
| 09 29 00 Gypsum Board | High Performance Drywall, Inc             | Did Not Submitt | \$0.00       |   |
| 09 29 00 Gypsum Board | JM Drywall, Inc.                          | Did Not Submitt | \$0.00       |   |
| 09 29 00 Gypsum Board | Level-it Installations Group, Inc.        | Did Not Submitt | \$0.00       |   |
| 09 29 00 Gypsum Board | Master Drywall & Plastering, Inc.         | Did Not Submitt | \$0.00       |   |
| 09 29 00 Gypsum Board | Pacific Interiors                         | Did Not Submitt | \$0.00       |   |
| 09 29 00 Gypsum Board | Platinum Construction, Inc.               | Did Not Submitt | \$0.00       |   |
| 09 29 00 Gypsum Board | Premier Drywall                           | Did Not Submitt | \$0.00       |   |
| 09 29 00 Gypsum Board | Tarlton & Son Inc.                        | Did Not Submitt | \$0.00       |   |
| 10 29 00 Gypsum Board | Edwards Construction Group                | Submitted       | \$175,000.00 | Plugged for drywall since no bids were received |

# Ceramic Tiling

| Bid Form              | Bidders                            | Bid Status      | Bid Amount  |
|-----------------------|------------------------------------|-----------------|-------------|
| 09 30 00 Ceramic Tile | American Tile & Brick Veneer, Inc. | Did Not Submitt | \$0.00      |
| 09 30 00 Ceramic Tile | Continental Marble & Tile Company  | Did Not Submitt | \$0.00      |
| 09 30 00 Ceramic Tile | Floor Connection                   | Will Not Bid    | \$0.00      |
| 09 30 00 Ceramic Tile | Hudson Tile Inc.                   | Did Not Submitt | \$0.00      |
| 09 30 00 Ceramic Tile | Inland Pacific Tile Inc.           | Did Not Submitt | \$0.00      |
| 09 30 00 Ceramic Tile | Pinnacle Tile                      | Did Not Submitt | \$0.00      |
| 09 30 00 Ceramic Tile | Presidio Tile & Stone, Inc.        | Did Not Submitt | \$0.00      |
| 09 30 00 Ceramic Tile | Rock Mill Tile & Stone (supplier)  | Did Not Submitt | \$0.00      |
| 09 30 00 Ceramic Tile | Tebo Tile and Stone, Inc.          | Did Not Submitt | \$0.00      |
| 09 30 00 Ceramic Tile | Visalia Ceramic Tile, Inc.         | Submitted       | \$40,298.00 |

**VISALIA CERAMIC TILE, INC.**

**917 North American Street  
Visalia, CA 93291**

**Phone: (559) 651-2925**

**Fax: (559) 651-2982**

**Contractor License # 481599 (C-54)**

**DIR Registration #100000896**

**PROPOSAL / FACSIMILE**

M/W/DBE - Certificate #27612 100% qualification

SB-PW - Certificate #28197

**Bonding Capacity over \$5,000,000.**

**VCT Estimator: Chris Tristan 559-799-5112**

Date of Bid: October 1, 2024 Time:2:00pm

Visalia Ceramic Tile, INC is responding to the "Request for Bids" on the:

**Project:** Ritchen ES Mod

**Location:** Oxnard, California

Section number(s) #093000 & Per Plans - Ceramic Tile

hereby proposes to furnish all labor, materials, taxes and license, FOB jobsite.

This price is to cover all expenses incurred in performing the work in sections noted above and/or as follows:

Thin Set Method (Per ANSI A108.5)

Cement Board At Wall Tile Patch In Room 125

**Exclusions are as follows:**

Bonds, Insurance req beyond: GL \$1M occ/\$2M agg. & compl., Auto \$1M, W/C \$1M, Excess \$5M, ISN, Avetta

Lath, Scratch & Brown / Mortar Beds At Floors

Excess Prep Work to bring Substrate Flatness Tolerance to 1/8" in 10' and no more than 1/16" in 24" (ANSI A108.01)

Waterproofing / Epoxy Grout / Crack Isolation Membrane / Demo

**BASE BID:** \$ 4,571.00

**Add P&P bonds for:** \$250.00

**ADD OPTION NO. 1:** \$ 35,727.00

**ADD OPTION NO. 2:** \$ 33,296.00

**Description of Additive / Deductive / Options**

**All new floor tile at 4 restrooms (exclude demo)**

**Clean, Fill & grout stain existing floors & walls  
at 4 restrooms**

**Addenda's Noted in bid:** 1, 2, 3

This bid shall be good for 60 days after bid date above. Subcontract Agreement to 5% Retention

This bid excludes payment and performance bonds, bonds purchased for \$250.00

Visalia Ceramic Tile will not be liable for drains plugged caused by negligence of others.

Costs of websites for this project and hard copies of plans and specifications excluded.

Acceptance of proposal relies on agreed upon contract terms between both parties.

The parties acknowledge that some of the materials to be used may be subject to price increases due to

circumstances beyond the control of VCT and agree to pay for increases or substitute like products.

ACCEPTANCE OF PROPOSAL & acknowledgment of Exhibit A attached -

Visalia Ceramic Tile, INC is authorized to do the work as specified and all the terms in "Exhibit A" attached.

Person below has full authority to sign on behalf of responsible party requesting work.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

# Acoustical Ceilings

| Bid Form                                 | Bidders                         | Bid Status      | Bid Amount   | Notes                     |
|--|---------------------------------|-----------------|--------------|---------------------------|
| 09 51 13 Suspended Lay-In Panel Ceilings | AcousticWorks                   | Did Not Submitt | \$0.00       |                           |
| 09 51 13 Suspended Lay-In Panel Ceilings | Ceiling City Inc                | Did Not Submitt | \$0.00       |                           |
| 09 51 13 Suspended Lay-In Panel Ceilings | Ceiling Experts                 | Will Bid        | \$450,000.00 |                           |
| 09 51 13 Suspended Lay-In Panel Ceilings | CG Acoustics                    | Did Not Submitt | \$0.00       |                           |
| 09 51 13 Suspended Lay-In Panel Ceilings | Finest City Acoustics, Inc.     | Did Not Submitt | \$0.00       |                           |
| 09 51 13 Suspended Lay-In Panel Ceilings | Heartlands Acoustic & Interiors | Did Not Submitt | \$0.00       |                           |
| 09 51 13 Suspended Lay-In Panel Ceilings | Pacific Acoustics North         | Did Not Submitt | \$0.00       |                           |
| 09 51 13 Suspended Lay-In Panel Ceilings | Preferred Ceilings, Inc.        | Did Not Submitt | \$0.00       |                           |
| 09 51 13 Suspended Lay-In Panel Ceilings | Prime Acoustics                 | Did Not Submitt | \$0.00       |                           |
| 09 51 13 Suspended Lay-In Panel Ceilings | Santa Maria Acoustical Co. Inc. | Will Not Bid    | \$0.00       |                           |
| 09 51 13 Suspended Lay-In Panel Ceilings | So Cal Acoustical               | Did Not Submitt | \$0.00       |                           |
| 09 51 13 Suspended Lay-In Panel Ceilings | Southcoast Acoustical Interiors | Did Not Submitt | \$0.00       |                           |
| 09 51 13 Suspended Lay-In Panel Ceilings | Tech-Wall, Inc                  | Did Not Submitt | \$0.00       |                           |
| 09 51 13 Suspended Lay-In Panel Ceilings | The Sound Control Co.           | Did Not Submitt | \$0.00       |                           |
| 09 51 13 Suspended Lay-In Panel Ceilings | Ultra Ceilings                  | Did Not Submitt | \$0.00       |                           |
| 09 51 13 Suspended Lay-In Panel Ceilings | Woodward Acoustics, Inc.        | Will Not Bid    | \$0.00       |                           |
| 09 84 33 Wood Fiber Acoustical Units     | AcousticWorks                   | Did Not Submitt | \$0.00       |                           |
| 09 84 33 Wood Fiber Acoustical Units     | All American Acoustics Inc.     | Did Not Submitt | \$0.00       |                           |
| 09 84 33 Wood Fiber Acoustical Units     | Ceiling City Inc                | Did Not Submitt | \$0.00       |                           |
| 09 84 33 Wood Fiber Acoustical Units     | Ceiling Experts                 | Will Bid        | \$0.00       | Included in Pricing above |
| 09 84 33 Wood Fiber Acoustical Units     | Elljay Acoustics, Inc.          | Will Not Bid    | \$0.00       |                           |
| 09 84 33 Wood Fiber Acoustical Units     | Fabritrak                       | Did Not Submitt | \$0.00       |                           |
| 09 84 33 Wood Fiber Acoustical Units     | Pacific Acoustics North         | Will Not Bid    | \$0.00       |                           |
| 09 84 33 Wood Fiber Acoustical Units     | Preferred Ceilings, Inc.        | Did Not Submitt | \$0.00       |                           |
| 09 84 33 Wood Fiber Acoustical Units     | Santa Maria Acoustical Co. Inc. | Will Not Bid    | \$0.00       |                           |
| 09 84 33 Wood Fiber Acoustical Units     | So Cal Acoustical               | Did Not Submitt | \$0.00       |                           |
| 09 84 33 Wood Fiber Acoustical Units     | Southcoast Acoustical Interiors | Did Not Submitt | \$0.00       |                           |
| 09 84 33 Wood Fiber Acoustical Units     | Tech-Wall, Inc                  | Did Not Submitt | \$0.00       |                           |
| 09 84 33 Wood Fiber Acoustical Units     | The Sound Control Co.           | Did Not Submitt | \$0.00       |                           |
| 09 84 33 Wood Fiber Acoustical Units     | Ultra Ceilings                  | Did Not Submitt | \$0.00       |                           |
| 09 84 33 Wood Fiber Acoustical Units     | Woodward Acoustics, Inc.        | Will Not Bid    | \$0.00       |                           |

## **ACOUSTICAL CEILING PROPOSAL**

**DATE:** Oct 4<sup>th</sup>, 2024

**PROJECT:** **Ritchen Elementary School Modernization - Oxnard, CA**  
 2200 Cabrillo Way,  
 Oxnard, CA

**SCOPE OF WORK FOR ACOUSTICAL CEILING PORTION:**

1. Armstrong 2 x 4 #7301 15/16" Prelude XL Heavy Duty Grid System in white color – **LCP-1**
2. Armstrong, 2 x 4 #683 Mesa Square Lay In Panels in white color – **LCP-1**
3. Armstrong, 2 x 4 #688 Mesa 2<sup>nd</sup> Look Angled Tegular Panels in white color – **LCP-2**
4. Armstrong Tectum #5421D46T10TWH, 1" Direct attach in white color – **ACT-1**
5. FabricMate 1" thick, Fabric Carnegie Xorel, Recore AcoustiMax, Frame FS150 – **ACT-1**
  
6. Furnish & Install hanger wires, fasteners, compressions struts and accessories required for a complete installation including seismic bracing as required by local governing code.
  
7. Prevailing wage requirements.

**EXCLUSIONS:** Gypsum Board Ceiling; Wires for other trades

**ALTERNATE:** Add \$8.50 for each wire for Electrical or HVAC.

**TOTAL PRICE:** Four hundred fifty thousand and 00/100 dollars.  
**(\$450,000.00)**

**THIS PROPOSAL IS GOOD FOR 60 DAYS FROM THE DATE OF THE PROPOSAL**

This proposal is valid for the specified item and quantities and may be subject to change if there are any modifications to the quantity or listed items.

**ESTIMATOR:** Serge Syrbu

**WE BID PER PLANS / SPECS #095113,098433,#097713 & ADD 1**

Contact Us: Office: (916) 527-8007 | Cell: (916) 695-2329 | Fax: (916) 987-5741  
 Email: [Ceilingexperts@yahoo.com](mailto:Ceilingexperts@yahoo.com), [sergio@ceilingexpertsinc.com](mailto:sergio@ceilingexpertsinc.com), | Web: [www.CeilingExpertsinc.com](http://www.CeilingExpertsinc.com)  
 License: 917629 | NV License: #0088752  
 DIR: 100006305

# Flooring



| Bid Form | Bidders                         | Bid Status      | Bid Amount   | Notes         |
|----------|---------------------------------|-----------------|--------------|---------------|
| Flooring | AC Ramirez Floor Coverings Inc. | Did Not Submitt | \$0.00       |               |
| Flooring | Artizen Floor Corp              | Did Not Submitt | \$0.00       |               |
| Flooring | Continental Flooring, Inc.      | Did Not Submitt | \$0.00       |               |
| Flooring | DFS Flooring                    | Will Not Bid    | \$0.00       |               |
| Flooring | Donald M Hoover Co              | Did Not Submitt | \$197,333.00 | Lowest bidder |
| Flooring | Floor Connection                | Did Not Submitt | \$0.00       |               |
| Flooring | Floor It, Inc.                  | Will Not Bid    | \$0.00       |               |
| Flooring | Floor Tech America, Inc.        | Did Not Submitt | \$0.00       |               |
| Flooring | Lawrence Rosine Co.             | Did Not Submitt | \$0.00       |               |
| Flooring | Progressive Surface Solutions   | Did Not Submitt | \$0.00       |               |
| Flooring | ProSpectra Contract Flooring    | Did Not Submitt | \$0.00       |               |
| Flooring | Reliable Floor Covering Inc.    | Submitted       | \$207,420.00 |               |
| Flooring | Renegade Flooring               | Did Not Submitt | \$0.00       |               |
| Flooring | Sheward & Sons, Inc.            | Did Not Submitt | \$0.00       |               |
| Flooring | Taylorred Flooring              | Did Not Submitt | \$0.00       |               |

**DONALD M. HOOVER COMPANY  
FLOOR COVERING CONTRACTORS  
10130 REDWOOD AVENUE  
FONTANA, CA 92335  
TEL: (909) 355-0125  
FAX: (909) 355-3341  
DIR #1000006421**

**TO: GENERAL CONTRACTOR**

**DATE: OCTOBER 2, 2024**

**ATTN: ESTIMATING DEPARTMENT**

**PROJECT NAME: RITCHEN E.S. MODERNIZATION  
2200 CABRILLO WAY, OXNARD, CA 93030**

**WE PROPOSE TO BID SECTIONS: 090600 – COLORS AND FINISHES  
096500 – RESILIENT FLOORING  
096513 – RESILIENT BASE AND ACCESSORIES  
096813 – TILE CARPETING**

- **BASE BID AMOUNT: \$197,333.00**

**EXCLUSIONS: EXISTING FLOORING AND ADHESIVES REMOVAL, FINAL CLEANING (WAX, SEAL, VACUUM), PROTECTION, CONTAINMENTS, MAJOR SUBFLOOR PREPARATION, MOISTURE VAPOR BARRIER, AND SPEC SECTION 033065 UNDERSLAB VAPOR BARRIER.**

**OUR BID IS PER IBI GROUP ARCHITECTS DRAWINGS DATED 3/11/2021 AND THE SPECIFICATIONS NOTED ABOVE. ADDENDUMS 1,2,3 HAVE BEEN NOTED.**

**MBE, WBE, DVBE: NO**

**UNION/PREVAILING WAGE: YES**

**BOND RATE: 1.00% (NOT INCLUDED IN BASE BID AMOUNT)**

**OUR CONTRACTORS LICENSE # IS 178283**

**CLASS C-15**

**EXPIRES: 11/30/24**

**ESTIMATOR: NOAH GENTRY**

---

**NOTES:**

- 1. MOISTURE TESTING IS INCLUDED IN OUR BASE BID AMOUNT.**
- 2. CONCRETE MOISTURE CONTROL SYSTEM SPEC SECTION 090565 IS NO LONGER REQUIRED PER ADDENDUM #3.**

# RELIABLE FLOOR COVERING, INC

Since 1959

9/26/24

Edwards Construction Group  
Arroyo Grande, CA 93420

Tel: 805-699-6921

Email: [jg@edwardscongroup.com](mailto:jg@edwardscongroup.com) [be@edwardscongroup.com](mailto:be@edwardscongroup.com)

Attn: Estimating

Re: Ritchen Elementary School Modernization  
2200 Cabrillo Way  
Oxnard, CA 93030

Dear Estimating Team,

The following is the finish flooring bid proposal for the Ritchen Elementary School Modernization project in Oxnard.

Bid Section 090600 Schedules for Finishes Resilient Flooring  
096500 Resilient Flooring  
096513 Resilient Base and Accessories  
096813 Tile Carpeting

### Scope of Work:

- Furnish and install Hybrid Vinyl Tile HVT1/HVT2/HVT3/HVT4/HVT5 (Evo Floors, 18x18 2.5mm Colors: TBD) per plans.
- Furnish and install carpet tile C1 (Shaw Turn Tile 5T205 Ability) per plans.
- Furnish and install carpet tile C2 (Shaw Color Form Tile 5T112 Tricky) per plans.
- Furnish and install Rubber Base (Burke 4" C: #660 Rocky coil) per plans.
- Moisture testing included.
- Owners Stock included.
- Perform standard skim coat floor preparation.

**Total Price Tax Included**

**\$207,420.00**

Addenda Noted: 1

Exclusions: Protection of new flooring, major floor prep (leveling/grinding).

Union: Yes – Local 1247

SBE State of CA: Yes #41420

DIR#: 1000001948

Bond Rate: 1.3%

Sincerely,  
David Martin

---

2304 Townsgate Rd. Westlake Village CA 91361 | [david@reliablefloor.org](mailto:david@reliablefloor.org)

805-495-4811 | fax 805-497-4069

lic. 839258 | C-15 | C-54

*Serving Southern California Since 1959*

# Painting

| Bid Form          | Bidders                             | Bid Status      | Bid Amount   | Notes               |
|-------------------|-------------------------------------|-----------------|--------------|---------------------|
| 09 91 00 Painting | California Pro Painting Inc.        | Will Not Bid    | \$0.00       |                     |
| 09 91 00 Painting | Color New Co.                       | Will Not Bid    | \$0.00       |                     |
| 09 91 00 Painting | Danis Painting Co. - prefers LLB    | Will Bid        | \$0.00       | Did not receive bid |
| 09 91 00 Painting | Economos Painting                   | Did Not Submitt | \$0.00       |                     |
| 09 91 00 Painting | Elite Painting & Wallcovering, Inc. | Did Not Submitt | \$0.00       |                     |
| 09 91 00 Painting | MAC Painting                        | Will Not Bid    | \$0.00       |                     |
| 09 91 00 Painting | Murray Company                      | Did Not Submitt | \$0.00       |                     |
| 09 91 00 Painting | New Generation Painting             | Did Not Submitt | \$0.00       |                     |
| 09 91 00 Painting | Purple Painting                     | Did Not Submitt | \$0.00       |                     |
| 09 91 00 Painting | Tarlton & Son Inc.                  | Did Not Submitt | \$0.00       |                     |
| 09 91 00 Painting | Vanguard Painting                   | Submitted       | \$158,000.00 |                     |

Vanguard Painting, Inc.  
2541 Topaz Court, Oxnard CA 93030  
(805) 650-0111

Lic. #554570

DIR. #1000002890

**BID FORM**

**Project: Ritchen ES**  
Representative: Thomas Roerich

Date: October 1, 2024  
Email: Troer727@aol.com

**Section(s) & Trade(s): 09 91 00 Painting**

Furnish & Install: YES; F.O.B. Job Site: YES; Tax Included: YES; Prevailing Wage: YES.  
Addenda: #1

**Scope of Work:** Unless otherwise agreed, Vanguard Painting, Inc. [herein "Painter"] shall furnish all labor, materials, and equipment necessary to accomplish the following WORK [herein "Work"] in a workmanlike manner in accordance with plans and specifications [see above "Section (s) and Trade(s)" for specific specification numbers] identified below ["Original Plans" herein] and upon which the contract price is based:

Interior – 1) Gypsum board walls and ceilings. 2) Hm doors and door frames. 3) Existing T-bar ceiling.

Exterior – 1) No work.

Note: Price assumes normal working hours and walls are in "paint ready" condition.

**Price:** Painter agrees to do the Work for, and Contractor agrees to pay, the sum indicated under "Total". This amount does not include work required by changes or modifications to the original plans or addenda. Bid is good for 30 days from above date.

**Total Price\*** \$ 158,000.00

\*SUBJECT TO "QUALIFICATIONS TO BID" (Page 2)

Alternatives

Add/(Deduct)

Alt # One:  
Alt # Two:  
Alt # Three:

Exclusions:

1) Trade damage touch-up. 2) Floors. 3) Cabinets. 4) Intumescent coatings. 5) Aluminum. 6) Signage and graphics. 7) Sandblasting. 8) Pavement markings. 9) Existing surfaces not damaged by new construction. 10) Wood doors. 11) Exterior surfaces.

1001 Ritchen ES

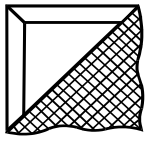
## QUALIFICATIONS TO BID

1. All work to be performed by Vanguard Painting, Inc. shall be performed in accordance with Painting and Decorating Contractors of America ("PDCA") standards P1-92, P4-94, and P7-99 (available at [www.pdca.org](http://www.pdca.org)). Any subcontract between Vanguard and Contractor shall expressly incorporate those PDCA standards, which shall prevail over any other term or provision contained in any plan, specification, general condition, special condition, or other contract term or provision.
2. Vanguard and Contractor will enter into a standard form subcontract agreement not containing any unusual or non-customary term or provision. In addition, the standard form subcontract agreement shall include the following terms of condition as a condition precedent to execution and shall contain or incorporate these qualifications to bid:
  - a. Payments to Vanguard will be as work is performed; no pay if paid or pay when paid clause will be accepted by Vanguard;
  - b. Vanguard shall have the right to stop work if any payment is not timely made and Vanguard shall be able to keep the project idle until all payments due are received.
  - c. Failure to timely pay Vanguard shall be a material breach entitling Vanguard to cease any further work;
  - d. All warranties and/or guarantees shall be void for non-payment;
  - e. Change Orders or directives for extra work may be accepted by Vanguard upon verbal direction from Contractor's project Manager, job superintendent, or other appropriate persons and may be memorialized by way of mutual exchange of electronic message (i.e., e-mail);
  - f. Vanguard shall not be obligated nor responsible for any liquidated or unliquidated consequential damages for delays to completion
3. The Contractor shall give Vanguard reasonable notice of when it is to commence work in any given portion or area of the Project.
4. Paint touch-up, of trade damage, is extra work. This work will be paid for on a time and material basis. The rate is \$100.00 man hour and \$ 60.00 per gallon of paint, plus 15% mark-up for overhead and profit.
5. The Total Price indicated on page 1 shall be valid for a period of not more than thirty (30) calendar days from the date of submission of this bid. Thereafter, the "Total Price" shall be subject to adjustment based on price escalation related to materials, supplies, increase in insurance, etc of an amount equal to not less than 3% per quarter, or fraction thereof (i.e., 3 months, beginning on day 31 of when the bid is submitted).
6. Vanguard shall be provided a deposit of not less than 20% of the Total Price, as may be adjusted based on Paragraph 5, above in order to lock in pricing for materials
7. The Total Price DOES NOT INCLUDE the price of any bonds, which shall be borne by either the agency or the general contractor
8. If any "Disputed Work" arises, and if it is over 10% of the contract amount, Vanguard can refuse to perform the disputed work.

# Wall Systems & Markerboards



| Bid Form                  | Bidders                         | Bid Status      | Bid Amount   |
|---------------------------|---------------------------------|-----------------|--------------|
| Tackboards & Markerboards | AARCO Products                  | Did Not Submitt | \$0.00       |
| Tackboards & Markerboards | ABC School Equipment, Inc.      | Did Not Submitt | \$0.00       |
| Tackboards & Markerboards | CENTRAL COAST SPECIALTY, INC    | Did Not Submitt | \$0.00       |
| Tackboards & Markerboards | Claridge Products & Equipment   | Submitted       | \$293,180.00 |
| Tackboards & Markerboards | Santa Maria Acoustical Co. Inc. | Will Not Bid    | \$0.00       |
| Tackboards & Markerboards | Tech-Wall, Inc                  | Submitted       | \$290,016.00 |



**TECH-WALL**  
Acoustical & tackable  
Wallcovering Surfaces

*Acoustical / Tackable  
SPECIALISTS  
Since 1989*

October 1<sup>st</sup>, 2024

*TECH -WALL* proposes to furnish the necessary labor and materials on the following project:

**Ritchen Elementary School Modernization  
2200 Cabrillo Way, Oxnard**

**Section 09 77 13: Stretched-Fabric Wall System**

**Bid Price: \$ 158,920**

**Section: 10-11-00 Visual Display Units Markerboards**

**Bid Price: \$ 290,016**

**Stretched-Fabric Wall System Scope of work:** Per Elevations A5000 for Typical Classrooms, A5001 for Kindergartens, A5004 for the Multipurpose Room, A5006 for Media Breakout Rooms, A5007 for Steam Academy Lab, A5008 for Piano Lab, A5009 for Classroom 117, A5010 for Special Day Classroom 133, A5011 for Classroom 192 and A5012 for Resource Specialist Room 132 & 174. Also to be referenced is Finish Schedule A9000.

**Materials to be used:** Supply & Install 1” Compressed Polyester Acoustical core material panels covered per Addenda #3 in Carnegie Xorel Fabric pattern “Meteor”, color(s) tbd. Panels are to be installed using a site-fabricated stretched-fabric wall system.

**Visual Display Units, Marker Boards Scope of work:**

31 Classrooms with Multi Track Units and Fixed Marker Board Units

Approximately

28- Floor to Soffit Various Lengths

25- Casework to Soffit Various Lengths

Spline Joint Marker Board walls vary in Lengths 5’x 4’ – 5’x 12.’

**Supply and Install Marker Board Sliders Materials to be used:**

Multi Track Sliding Full Height Floor to Soffit Marker Boards C-Channel Top Track and Bottom Track with double wheel steel rollers. Sliding Units made with porcelain Enamel Coated Steel White Finish on both sides. Fixed Wall Mounted Marker Boards Standard Vertical joint spline system between abutting sections of Marker Boards.

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**Notes: Bid excludes any backing required for Acoustical or Tackable Wall Panels**

**Exclusions:** This Bid does not include the supply or installation of any Acoustical or Tackable Wall Panels and Visual Display Units other than what is described above.

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*We are a UNION company*

*We are Small Business Certified*

Small Business Certified #36116

License # 599057

DIR # 1000004150

Addendum noted – 1 (9/19/24)

Alternates affecting this bid - None

For bond add 2% to bid

Bid price good for 30 days

Plan Revision 03/11/2021

TW Job #

This bid sheet is to be included in the contract

**www.tech-wall.com**

**2590 Main Street Suite 105 Ventura, CA 93003 (805) 642-7600 FAX (805) 642-0330**



*Acoustical / Tackable  
SPECIALISTS  
Since 1989*

*We are a UNION company*

Small Business Certified #36116

Addendum noted – 1 (9/19/24)

Bid price good for 30 days

License # 599057

Alternates affecting this bid - None

Plan Revision 03/11/2021

*We are Small Business Certified*

DIR # 1000004150

For bond add 2% to bid

TW Job #

This bid sheet is to be included in the contract

**[www.tech-wall.com](http://www.tech-wall.com)**

**2590 Main Street Suite 105 Ventura, CA 93003 (805) 642-7600 FAX (805) 642-0330**



## The Writing Surface Experts

### Quotation

QUI-430741-1

|   |                   |   |                  |
|---|-------------------|---|------------------|
| <b>Quote To:</b>  |                   | <b>Project:</b>   |                  |
| Edwards Construction Group<br>PO Box 350<br>Nipomo, CA, 93444 |                   | Ritchen Elementary School Modernization<br>2200 Cabrillo Way, Oxnard, CA, 93030 |                  |
| <b>Cust Id</b>  | <b>Quote Date</b> | <b>Ship Via</b>   | <b>Sales Rep</b> |
| EDW0137   | 10/01/2024        | Flatbed   | Dane Manne       |
| <b>Quote Specifier</b>  |                   |   |                  |
| Not Applicable  |                   |   |                  |

Claridge Standards

Terms: 1% 15 Days, Net 30

**We propose to furnish:**

SERIES 4 FACTORY BUILT UNITS, MB/CB = LCS ON 7/16" MDF/PB, MB/CB BACKING = MOISTURE BARRIER

\*\*\*QUOTE REVISED BASED OFF RFI-1 RESPONSES\*\*\*

\*\*\*ADDENDUM 1-2 ACKNOWLEDGED\*\*\*

\*\*\*REVISED QUOTE EXCLUSION - NO FLAT STOCK REQUIRED BETWEEN TRACKS, TRACKS DESIGNED TO LAY BUTTED UP TO EACH OTHER\*\*\*

\*\*\*METAL FACIA IDENTIFIED IN RF-1 APPLIED TO 5'4"H SLIDERS, IF OTHERS NEEDED, WILL HAVE TO BE ADDED THROUGH C/O\*\*\*

\*\*\*FREIGHT RATE IS SUBJECT TO CHANGE BASED ON CURRENT FREIGHT RATES AT TIME OF PURCHASE\*\*\*

\*\*\*PALLET JACK, LIFTGATE, OFF-LOADING, INSIDE DELIVERY, AND/OR FORKLIFT NOT INCLUDED WITH DELIVERY\*\*\*

\*\*\*PRICING SUBJECT TO CHANGE AFTER 12 MONTHS FROM DATE ON QUOTE\*\*\*

\*\*\*ORDERS SHIPPING BEYOND 12 MONTHS ARE SUBJECT TO PRICE REVIEW AND OR CANCELLATION UNLESS UPDATED PRICES ARE AGREED UPON\*\*\*

| QTY | UM | ITEM   |
|-----|----|--|
|     |    | PRODUCTION: PRODUCTION REFERENCE<br>SERIES 4 TYPE A MAGNETIC MARKERBOARD<br><br>#100 WHITE LCS3 PORCELAIN SURFACE /<br>7/16" PARTB / MYLAR BACKING / 5/8" FACE TRIM / CR5 LOOSE TRAY /<br>MR2 (2" MAPRAIL) W/ TAN CLARIDGE CORK -STANDARD LENGTH-<br>6" SHORT EACH END / ALL TRIM SATIN ANODIZED FINISH<br>1 METAL MAP HOOK PER EVERY 2' |
| 6   | EA | 5' H x 4' W MB   |
| 43  | EA | 5' H x 8' W MB   |
| 19  | EA | 5' H x 12' W MB  |
|     |    | PRODUCTION: PRODUCTION REFERENCE<br>REF: HES BOTTOM SUPPORT UNITS<br>☒☒<br>TRACKS & EQ SLIDING PANELS AS NOTED☒☒<br>SLD PNL: 100 WHITE/ 1/2" HNCMB/ STEEL/☒☒<br>J1 TRIM/ BT1 BTM TRK/ C4 TOP GUIDE/ 2" MR w/TAN INSERT/☒☒<br>ROLLERS/ GUIDES/ BUMPERS/ SATIN ANOD  |
| 2   | EA | ECONO HORIZ SLD 2 TRK/2 PNLS (MOD) 5'-4" H X 14'-10" W 2 TRACKS/ 4 SLD PNLS C-HES516-22 (MOD)  |
| 1   | EA | ECONO HORIZ SLD 2 TRK/2 PNLS (MOD) 5'-4" H X 15'-9" W 2 TRACKS/ 4 SLD PNLS C-HES516-22 (MOD)   |
| 19  | EA | ECONO HORIZ SLD 2 TRK/ 2 PNLS (MOD) 5'-4" H X 25'-6" W 4 TRACKS/ 7 SLD PNLS C-HES516-22 (MOD)  |
| 3   | EA | ECONO HORIZ SLD 2 TRK/ 2 PNLS (MOD) 5'-4" H X 26'-0" W 4 TRACKS/ 7 SLD PNLS C-HES516-22 (MOD)  |
| 1   | EA | ECONO HORIZ SLD 2 TRK/2 PNLS (MOD) 5'-4" H X 30'-10" W 4 TRACKS/ 8 SLD PNLS C-HES516-22 (MOD)  |
| 1   | EA | ECONO HORIZ SLD 2 TRK/ 2 PNLS (MOD) 5'-4" H X 31'-3" W 4 TRACKS/ 8 SLD PNLS C-HES516-22 (MOD)  |

|                                  |    |   |
|----------------------------------|----|---|
| 3                                | EA | ECONO HORIZ SLD 2 TRK/ 2 PNL (MOD) 7'-0" H X 14'-4" W 4 TRACKS/ 4 SLD PNL       |
|                                  |    | C-HES516-22 (MOD)   |
| 1                                | EA | ECONO HORIZ SLD 2 TRK/ 2 PNL (MOD) 7'-3" H X 16'-6" W 3 TRACKS/ 4 SLD PNL       |
|                                  |    | C-HES516-22 (MOD)   |
| 1                                | EA | ECONO HORIZ SLD 2 TRK/ 2 PNL (MOD) 7'-3" H X 17'-0" W 5 TRACKS/ 5 SLD PNL       |
|                                  |    | C-HES516-22 (MOD)   |
| 2                                | EA | ECONO HORIZ SLD 2 TRK/ 2 PNL (MOD) 7'-5" H X 13'-8" W 4 TRACKS/ 4 SLD PNL       |
|                                  |    | C-HES516-22 (MOD)   |
| 1                                | EA | ECONO HORIZ SLD 2 TRK/ 2 PNL (MOD) 7'-5" H X 13'-10" W 4 TRACKS/ 4 SLD PNL      |
|                                  |    | C-HES516-22 (MOD)   |
| 1                                | EA | ECONO HORIZ SLD 2 TRK/ 2 PNL (MOD) 8'-4" H X 16'-4" W 5 TRACKS/ 5 SLD PNL       |
|                                  |    | C-HES516-22 (MOD)   |
| 1                                | EA | CCOP: ECONO HORIZ SLD 2 TRK/ 2 PNL (MOD) 8'-4" H X 22'-3" W 3 TRACKS/ 6 SLD PNL |
|                                  |    | C-HES516-22 (MOD)   |
| 1                                | EA | CCOP: ECONO HORIZ SLD 2 TRK/ 2 PNL (MOD) 8'-4" H X 22'-4" W 3 TRACKS/ 6 SLD PNL |
|                                  |    | C-HES516-22 (MOD)   |
| PRODUCTION: PRODUCTION REFERENCE |    |   |
| 307                              | EA | C-1380AEW-406: TB EDGES WRAPPED 4'x6'   |
|                                  |    | MAKE ALL 5'-6"H X 4'W   |
| 40                               | EA | C-76FH: #76 FLAG HOLDER (2'')   |
| 205                              | PC | 90-J1: 24'-4'' J1 J-MOLD 1/2''  |
| 20                               | EA | 90-317: HENRY'S #317 ADHESIVE 4-GALLON  |
| 1                                | EA | MATERIAL TAX 9.25% (INCLUDED IN THE SUBTOTAL) \$12,132.73                       |

**Subtotal** \$143,297.32  
**Freight Amount** \$720.00  
**Installation Charge** \$149,163.00  
**Total** \$293,180.32

**Plus tax (if applicable)**  
**All amounts are in USD**

\*\*Quote valid for order entry and delivery 12 months from the date of the quote\*\*

**QUALIFICATIONS & EXCLUSIONS**

- Sales & Local Taxes, permits & fees.
- Hoisting, hoisting fees, inside delivery, or dock fees.
- Any insurance requirements or bonds that have additional costs.
- Any in-wall blocking, wall fasteners, painting and/or touch up, interconnecting wiring or connections to power sources.
- Boards up to 16' long will be quoted in 1 pc, no joint unless requested and noted otherwise.
- Visual Display Boards at operable walls or moveable partitions. Demolition or removal of existing product.
- All blocking and backing by others.
- Wall anchors not included.
- Prevailing wage rates included unless noted otherwise.
- CALIFORNIA LICENSE# 1085558.
- PUBLIC WORKS CONTRACTOR REGISTRATION# PW-LR-1001115506.
- Claridge bond rate is 2%, not included.

**TERMS & CONDITIONS**

- Slight color variations may exist between units, please inform us if boards will be installed side-by-side.
- Quote valid for order entry and delivery 12 months from the date of the quote.
- Price does not contain escalation unless noted otherwise.
- All orders are subject to credit approval. Full or partial payment or credit application may be required.
- An order cannot be processed until a purchase order with PO number, ship to and bill to addresses, or contract is received and accepted.
- Order will not be released into fabrication until receipt of all approvals including shop drawings if required, and credit release.
- The ship date is based on the lead time at the time of release.
- Standard LEED documentation is available upon request. If nonstandard LEED or billing forms are required additional fees will apply.
- Liquidated Damages are not accepted.

**DELIVERY**

- All specialty items require shop drawings. Pricing is based on a single delivery unless otherwise noted.
- Shipping terms are FOB factory. Damage must be noted on the delivery ticket and reported to the carrier as well as Claridge immediately.
- Pricing is based on free elevator usage and does not include hoisting or hoisting equipment.
- Fuel surcharges may apply.

Respectfully Submitted  
CLARIDGE PRODUCTS AND EQUIPMENT, INC.  
by Ruben Rodriguez

# Signage

| Bid Form         | Bidders                             | Bid Status      | Bid Amount  | Notes  |
|------------------|-------------------------------------|-----------------|-------------|--|
| 10 14 00 Signage | A Good Sign & Graphics Co           | Did Not Submitt | \$0.00      |  |
| 10 14 00 Signage | AHR Signs Inc                       | Did Not Submitt | \$0.00      |  |
| 10 14 00 Signage | Ampersand Contract Signing Group    | Will Not Bid    | \$0.00      |  |
| 10 14 00 Signage | Anytime Sign Solution, Inc          | Did Not Submitt | \$0.00      |  |
| 10 14 00 Signage | Braille Signs, Inc.                 | Did Not Submitt | \$0.00      |  |
| 10 14 00 Signage | Brandex Corp                        | Did Not Submitt | \$0.00      |  |
| 10 14 00 Signage | Signarama                           | Submitted       | \$34,367.00 |  |
| 10 14 00 Signage | Sign Creations                      | Will Not Bid    | \$0.00      |  |
| 10 14 00 Signage | Sign Creations of the Central Coast | Will Not Bid    | \$0.00      |  |
| 10 14 00 Signage | Sign Imaging                        | Did Not Submitt | \$0.00      |  |
| 10 14 00 Signage | Signs Of Success                    | Submitted       | \$56,528.00 | Included more complete signage pricing per specifications and codes. |
| 10 14 00 Signage | Southpaw Sign Co.                   | Did Not Submitt | \$0.00      |  |





From: Signs of Success, Inc. - Lic. #781521

Attn: Estimator

DIR #100002635

Signage Sub-Bid

Ritchen ES Mod

Oxnard, CA



| Quantity   | Size   | Signage Type  | Unit Price | Extended Price |
|--|--------|---|------------|----------------|
| <b>.125" Exterior Grade Acrylic with Tactile Text &amp; Grade II Braille - Set in Alum Frame *Note 1</b> |        |   |            |                |
| 52   | 8"x4"  | Room ID   | \$97.60    | \$5,075.20     |
| 12   | 9"x11" | Restroom Wall                                       | \$246.48   | \$2,957.76     |
| <b>1/8" Acrylic Panel with AIGA Graphics set in aluminum frame *Note 1 (1/4" Frameless @ RR Door)</b>    |        |   |            |                |
| 4  | 12"    | Men/Women RR Door - Frameless                       | \$120.00   | \$480.00       |
| 8  | 12"    | Unisex RR Door - Frameless                          | \$180.00   | \$1,440.00     |
| 29   | 15"x9" | Assistive Listening                                 | \$196.43   | \$5,696.47     |
| 2  | 15"x6" | Max Occupancy                                       | \$169.73   | \$339.46       |
| 107  |        | Mounting Hardware                                   | \$5.00     | \$535.00       |
| <b>1/4" Flat Cut Aluminum, Baked Enamel Finish, Stud Mount</b>   |        |   |            |                |
| 65   | 12"    | "You can find magic wherever you look. Sit back and | \$80.85    | \$5,255.25     |
| 9  | 8"     | - Dr. Seuss   | \$60.06    | \$540.54       |
| 1  |        | Setup/Shipping                                      | \$1,158.30 | \$1,158.30     |

Subtotal Total: \$23,477.98

Tax \$2,054.32

Submittals/Design Labor \$821.73

**Furnish Total: \$26,354.03**

*Recommended*

Non-Union, Prevailing Wage Installation \$6,176.67

Per Mobilization (including first required) \$1,580.00

**Furnish and Install Total: \$34,110.70**

**Installation Notes**

TP Screw, Stud & Silicone @  
Metal Letters - Recommend  
allowing 36-42 hours of  
installation

**Add: Possibly required signs - locations either not keynoted on plan or under "NOT IN CONTRACT" Section of project. However, plans say to provide Room ID at ALL rooms, and specs mention providing Exit Signs "where required". Suggest allowing for coverage if needed.**

| Quantity   | Size   | Signage Type                  | Unit Price   | Extended Price     |
|--|--------|-------------------------------|--|--------------------|
| <b>.125" Exterior Grade Acrylic with Tactile Text &amp; Grade II Braille - Set in Alum Frame *Note 1</b> |        |                               |  |                    |
| 61   | 8"x4"  | Room ID                       | \$97.60  | \$5,953.60         |
| 14   | 6"x4"  | Exit                          | \$77.20  | \$1,080.80         |
| 45   | 8"x6"  | Exit Route                    | \$128.96   | \$5,803.20         |
| 5  | 9"x11" | Restroom Wall                 | \$246.48   | \$1,232.40         |
| <b>1/8" Acrylic Panel with AIGA Graphics set in aluminum frame *Note 1 (1/4" Frameless @ RR Door)</b>    |        |                               |  |                    |
| 2  | 12"    | Men/Women RR Door - Frameless | \$120.00   | \$240.00           |
| 3  | 12"    | Unisex RR Door - Frameless    | \$180.00   | \$540.00           |
| 1  | 15"x9" | Assistive Listening           | \$196.43   | \$196.43           |
| 131  |        | Mounting Hardware             | \$5.00   | \$655.00           |
|  |        |                               | <b>Furnish Total Add:</b>  | <b>\$17,525.31</b> |
|  |        |                               | <b>Furnish &amp; Install Total Add (at same occurrence as rest project):</b> | <b>\$22,416.97</b> |

**\*Note 1**

Standards Assumed - following direction and "typical notes" on plans. Please note - plans show aluminum sign frames for mounting, but specs contraindicate these and request standard mechanical fastener mounting. If aluminum frames are not required, we can remove \$6,600.00 from Base Scope, or \$13,760.00 from Base+Add Amount. Parking/Site Signs excluded - typ by striping sub.

**Notes Addenda 1-3**

All signs provided by Signs of Success, Inc as equal or better to specs, using materials and methods as specified. Parking, Site, and other signage not noted excluded.

Bid Specifically Excludes unless noted: Cast Cement, Illuminated Signs, Electronic Monument, Permits, Parking Lot Sign posts, Waiver of Subrogation, Installation unless noted, painted murals, any additional signs, materials or methods not noted.

This bid is valid for 90 days. Given the present energy crisis and recent unexpected increases in costs from our vendors for products and materials, we therefore must advise our clients that in the case that a delivery of products is delayed by client in excess of 90 days from the time of bid reception there will be an increase under the terms of a dollar for dollar cost pass through if our costs increase more than 5% at the time of fabrication.

2350 Skyway Dr. Unit 10 Santa Maria, California 93455

Telephone (805) 925-7545 • Fax (805) 925-8181

www.signsofsuccess.net

The Way to Grow Your Business

Payment Terms: Customer

Created Date: 10/3/2024

**DESCRIPTION:** Ritchen Elementary School Modernization LLB

**Bill To:** Edwards Construction Group  
991 Bennett Ave  
Arroyo Grande, CA 93420  
US

**Pickup At:** Signarama Ventura  
1833 Portola Rd Unit F  
Ventura, CA 93003  
US

**Requested By:** Jessica Gregory  
Email: jg@edwardscongroup.com  
Cell Phone: (805) 249-9358

**Salesperson:** Scott Moilanen  
Work Phone: 805-797-5611  
Entered By: Scott Moilanen

| NO. | Product Summary   | QTY | UNIT PRICE | AMOUNT     |
|-----|---|-----|------------|------------|
| 1   | ADA Compliant Room ID Sign: Custom Color<br>ADA compliant Room ID Sign with raised copy and Grade II Raster Braille.<br>Size: 12" w x 4" h x .25"<br>Color: Clear, Matte Acrylic back-painted, mounted at strike side of door with double face and silicone               | 11  | \$103.68   | \$1,140.48 |
| 2   | ADA Compliant Classroom Name Sign: Custom Color<br>ADA compliant Classroom Name Sign with raised copy and Grade II Raster Braille.<br>Size: 12" w x 4" h x .25"<br>Color: Clear, Matte Acrylic back-painted, mounted at strike side of door with double face and silicone | 36  | \$100.44   | \$3,615.84 |
| 3   | ADA Compliant Exit Sign: Custom Color<br>ADA compliant Exit Sign with raised copy and Grade II Raster Braille.<br>Size: 4.5" w x 3" h x .25"<br>Color: Clear, Matte Acrylic back-painted, mounted at strike side of door with double face and silicone                    | 13  | \$45.00    | \$585.00   |
| 4   | ADA Compliant Exit Route Sign: Custom Color<br>ADA compliant Exit Route Sign with raised copy and Grade II Raster Braille.<br>Size: 8" w x 6" h x .25"<br>Color: Clear, Matte Acrylic back-painted, mounted at strike side of door with double face and silicone          | 31  | \$100.44   | \$3,113.64 |
| 5   | Assisted Listening System Wall Sign: Custom Color<br>Size: 15" w x 9" h x .25"<br>Color: Clear, Matte Acrylic with subsurface graphics and back-painted.<br>Mounted to wall with double face tape and silicone  | 27  | \$207.1574 | \$5,593.25 |
| 6   | Accessible Wall Sign: Custom Color<br>Size: 6" w x 6" h x .25"<br>Color: Clear, Matte Acrylic with subsurface graphics and back-painted.<br>Mounted to wall with double face tape and silicone  | 2   | \$58.805   | \$117.61   |

|    |   |   |            |            |
|----|---|---|------------|------------|
| 7  | Max Occupancy Wall Sign: Custom Color<br>Size: 15" w x 6" h x .25"<br>Raised copy and Grade II Raster Braille.<br>Size: 8" w x 6" h x .25"<br>Color: Clear, Matte Acrylic back-painted, mounted at strike side of door with double face and silicone  | 2 | \$200.475  | \$400.95   |
| 8  | ADA Compliant Restroom Wall Sign: Custom Color<br>Qty 2 Boys, Qty 2 Girls, Qty 2 All Gender- ADA compliant Bathroom Wall Sign with raised pictograph and Grade II Raster Braille. Includes accessible pictogram.<br>Size: 9" x 11" x .25"<br>Color: Clear, Matte Acrylic back-painted and mounted at strike side of door with double face tape and silicone | 6 | \$216.0683 | \$1,296.41 |
| 9  | ADA Compliant Bathroom Door Sign: Custom Color<br>Qty 2 Boys, Qty 2 Girls, Qty 2 All Gender- ADA compliant Door Sign Raised Pictograph<br>Size: 12" x 12" x .25"<br>Color: Clear, Matte Acrylic back-painted. Mounted to door with double face tape and silicone  | 6 | \$151.20   | \$907.20   |
| 10 | Dr Seuss Lettering<br>12" tall x 1/2" deep aluminum letters with paint finish TBD. Stud mounted 1/4" off fascia.<br>1 sets of copy to read "You can find magic wherever you look. Sit back and relax, all you need is a book!" - Dr. Seuss  | 1 | \$9,364.00 | \$9,364.00 |
| 11 | Set up Charge   | 1 | \$125.00   | \$125.00   |
| 12 | Sign Installation<br>Labor to install all signs   | 1 | \$5,907.00 | \$5,907.00 |
| 13 | Administrative Fees<br>Administrative and insurance fees  | 1 | \$200.00   | \$200.00   |
| 14 | CSLB # 977408 DIR# PW-LR-1000874352   | 1 | \$0.00     | \$0.00     |

|                          |             |
|--------------------------|-------------|
| <b>Subtotal:</b>         | \$32,366.38 |
| <b>Taxes:</b>            | \$2,000.69  |
| <b>Grand Total:</b>      | \$34,367.07 |
| <b>Deposit Required:</b> | \$17,183.54 |

Regarding production of custom signs, this estimate is valid based on information from client about the project requirements. Changes by the client after proof and quote approval may result in a change to the price of the produced signs.

**Not as complete as Signs of Success**

Regarding Installation and onsite services, this quote is for estimation purposes and is not a guarantee of cost for sign services for installation. The Estimate is based on current information from client about the project. for time required to complete the installation. Actual cost may change once project elements are finalized. Client agrees that sign service & repair will add on the cost of ballast, LED lights, lamps, sockets, wiring and other components to restore sign illumination as needed only. Client must request and approve complete replacement of lamps. Client may choose to pay for a site survey wherein we will inspect the sign illumination and will provide an itemized list of replacement components the sign needs.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Bathroom Specialties

| Bid Form         | Bidders                         | Bid Status      | Bid Amount  | Notes   |
|------------------|---------------------------------|-----------------|-------------|---|
| 10 - Specialties | CENTRAL COAST SPECIALTY, INC    | Undecided       | \$0.00      | Received a budgetary pricing but was unsure of scope. |
| 10 - Specialties | C&S CONSTRUCTION 1, INC         | Undecided       | \$0.00      |   |
| 10 - Specialties | John Pence Building Specialties | Undecided       | \$0.00      |   |
| 10 - Specialties | Kamran and Company, Inc.        | Will Not Bid    | \$0.00      |   |
| 10 - Specialties | Specialty Building Components   | Undecided       | \$0.00      |   |
| 10 - Specialties | Stumbaugh                       | Submitted       | \$69,073.00 |   |
| 10 - Specialties | YTI Enterprises, Inc.           | Did Not Submitt | \$0.00      |   |



Contractors License (CA) 288724 | [www.stumbaugh.com](http://www.stumbaugh.com)

**Corporate:** 3303 N. San Fernando Boulevard  
Burbank, California 91504 | 818-240-1627

**San Diego:** 8920 N. Kenamar Drive, Suite 212  
San Diego, CA 92121 | 858-444-1683

**Fremont:** 47602 Kato Road  
Fremont, CA 94538 | 650-999-0700

**To:** Edwards Construction Group  
2045 Preisker Lane Suite A  
Santa Maria, CA 93454

**Site:** 2200 Cabrillo Way,  
Oxnard, CA 93030

**Date:** 10/01/2024

**Project #:** 637975

**Project:** Ritchen Elementary School  
Modernization Project  
Updated Proposal - Addendum 1 Plans

**We propose the following for the sum of: \$69,073.00**

**NOTE: A deposit of \$34,537.00 is required prior to ordering material.**

**Toilet Partitions**

- 25 Toilet Partitions - Solid Plastic, Headrail Braced, SS  
Shoes/Continuous Aluminum Brackets/Wrap Hinges, NFPA 286  
Color TBD
- 1 Toilet Screen - Solid Plastic, 24" Wall Hung, Standard  
Hardware, NFPA 286 Color TBD

**Toilet Accessories**

- 32 INSTALL ONLY - Soap Dispenser
- 25 Toilet Tissue Dispenser B-2888
- 30 INSTALL ONLY - Paper Towel Dispenser
- 1 REINSTALL EXISTING - Standard Mirror
- 4 Straight Grab Bar B-6806 X36
- 10 Straight Grab Bar B-6806 X48

**Inclusions**

Standard insurance includes PNC-CGD246 – 04/19 Additional Insured Including Products-Completed Operations, A project specific CG2010 10/01 Additional Insured and CGD 373 11/05 project specific Additional Insured Including Products-Completed Operations can be issued upon request. Pollution & Professional Liability Insurance is excluded.

Note: Price includes delivery, installation & tax. (See Important Note Below)

Note: Bidding Standard Toilet Partition colors (unless otherwise indicated)

Extreme volatility and supply shortages throughout the global market have spurred sudden price escalations for commodities. As such this proposal is only valid for 30 days from the date of issuance.

Pollution & Professional Liability Insurance is excluded.

**Exclusions**

Exclude: All Mirrors

Exclude: All Handicap Signs

Exclude: All Backing, Furring & all wall recessed openings

Note: Bid based on work performed during normal business hours. Overtime is not included unless stated.

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NOTE: ADDENDUM 1, 2, & 3 NOTED

NOTE: OWNER FURNISHED ACCESSORIES TO BE ON SITE AT TIME OF INSTALLATION

NOTE: ADDENDUM 1 PLANS NOTED

All in accordance with plans and specifications except as noted above, and all subject to terms and provisions listed below.

**Stumbaugh & Associates, Inc.**

By: \_\_\_\_\_ Felipe Perez \_\_\_\_\_

**ACCEPTANCE OF PROPOSAL**

The above price(s), specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined below or as contractually agreed upon.

Date: \_\_\_\_\_

By: \_\_\_\_\_

If a contract is the result of this proposal this proposal becomes the basis for and a part of the formal contract. All proposals are made for prompt acceptance and may be withdrawn or changed without notice after thirty (30) days. Upon acceptance of this proposal it is agreed that in case suit is instituted to collect any sum due under this contract or any portion thereof, you will pay su **318** additional sums as the court may adjudge reasonable Attorney's Fees in said suit.

# Window Coverings

| Bid Form         | Bidders                         | Bid Status      | Bid Amount  | Notes                        |
|------------------|---------------------------------|-----------------|-------------|------------------------------|
| 12 - Furnishings | A1 Quality Blinds & Specialties | Did Not Submitt | \$0.00      |                              |
| 12 - Furnishings | Arjay's Window Fashions         | Did Not Submitt | \$0.00      |                              |
| 12 - Furnishings | Awesome Blinds                  | Did Not Submitt | \$0.00      |                              |
| 12 - Furnishings | Contract Decor Inc              | Will Not Bid    | \$0.00      |                              |
| 12 - Furnishings | Interior Services               | Will Not Bid    | \$0.00      |                              |
| 12 - Furnishings | McNary Door & Window            | Did Not Submitt | \$0.00      |                              |
| 12 - Furnishings | Pro Glass Works                 | Did Not Submitt | \$0.00      |                              |
| 12 - Furnishings | R&D Interiors                   | Submitted       | \$42,500.00 |                              |
| 12 - Furnishings | Sheward & Sons, Inc.            | Did Not Submitt | \$0.00      |                              |
| 12 - Furnishings | Z Blinds Company                | Submitted       | \$38,838.00 | Does not meet Specifications |





1065 Holland Ave Clovis, Ca 93612  
559.351.1634 DIR No. 1000003052  
Ca Lic # 923499 CA SB Certified  
Raymond Deatherage, President  
redray@sbcglobal.net

**PROPOSAL**

**Edwards Construction Group**  
Attn: Estimating Department  
[be@edwardscongroup.com](mailto:be@edwardscongroup.com)  
[jg@edwardscongroup.com](mailto:jg@edwardscongroup.com)

**Window Coverings Proposal for:**  
Ritchen Elementary School - 2200 Cabillo Way Oxnard, CA 93030

**Scope of work for the window coverings portion of this project is based on the following bid documents:**

Architectural Plans // Division 12 Specs // All Addenda's

**Specification of coverings:**

Qty (90) Mecho Manual Shades - Single // 1500 ThemoVeil 3% // Fascia

**Total Bid:.....\$42,500.00**

**-50% of Total Bid Due at Time of Order, -50% of Total Bid Due Upon Completion**

**VE ALT:**

Qty (90) SWF Contract Manual Shades - True Performance // Crosshatch S300 3% // Fascia

**Total Bid:.....\$28,500.00**

**Items Included in Bid:**

1. Provide shades, all necessary brackets and mounting screws, in a reasonable amount of time.
2. Wages to be paid at **PREVAILING** rate
3. Remove and discard existing shades as needed
4. Installation of shades and controls
5. All work to be installed in accordance to applicable codes and requirements
6. We will dispose of construction debris and packaging
7. All prices include applicable taxes and installation
8. Quote is good for 90 days. Upon receipt of a subcontract or NOI, this extends to 12 months. After every 12 months, price on balance of uninstalled shades increases by 5% annually.

**Items Excluded in Bid:**

1. Liquidated damages for events not under our control
2. All overtime and premium time
3. Attic Stock
4. **Pockets and Closures**

**Alyssa Cuevas - Estimator**  
[acuevas.rdiar@gmail.com](mailto:acuevas.rdiar@gmail.com)  
559.385.6557

**OCTOBER 01, 2024**



|                     |   |                  |        |
|---------------------|---|------------------|--------|
| <b>Customer</b>     | Ritchen Elementary School Modernization     |                  |        |
| <b>Address</b>      | 2200 Cabrillo Way, Oxnard, California 93030 |                  |        |
| <b>Home Phone</b>   | (805) 335-1161                              | <b>Mobile</b>    |        |
| <b>Email</b>        | jg@edwardscongroup.com                      |                  |        |
| <b>Date Created</b> | 9/30/2024                                   | <b>Source:</b>   | Bid    |
| <b>Sale Rep</b>     | Dreiling, Stephanie                         | <b>Quote No.</b> | 166746 |

680 P Street, Suite B Fresno, CA 93721

Phone: (559) 497-9000 • Fax: (559) 497-6548

Tuesday, October 1, 2024

| No. | Qty | Room                            | Jordan Taylor Designer Roller Shades, Eco Screen 3% - Group C Welded Sealed Bottom Rail Stainless Steel Chain 4" Square Aluminum Fascia Standard Roll / Jordan Taylor |                   |  |  |  | Mnt | Ctrl |  |  |
|-----|-----|---------------------------------|---|-------------------|--|--|--|-----|------|--|--|
| 1   | 3   | Classroom 130                   | 663.00  | Cannot Meet Specs |  |  |  |     |      |  |  |
| 2   | 2   | Classroom 130                   | 312.00  |                   |  |  |  |     |      |  |  |
| 3   | 3   | Classroom 131                   | 663.00  |                   |  |  |  |     |      |  |  |
| 4   | 2   | Classroom 131                   | 312.00  |                   |  |  |  |     |      |  |  |
| 5   | 3   | Resource Specialist Program 131 | 663.00  |                   |  |  |  |     |      |  |  |
| 6   | 2   | Resource Specialist Program 131 | 312.00  |                   |  |  |  |     |      |  |  |
| 7   | 3   | Office                          | 663.00  |                   |  |  |  |     |      |  |  |
| 8   | 2   | Office                          | 312.00  |                   |  |  |  |     |      |  |  |
| 9   | 3   | Special Day Classroom 133       | 663.00  |                   |  |  |  |     |      |  |  |
| 10  | 2   | Special Day Classroom 133       | 312.00  |                   |  |  |  |     |      |  |  |
| 11  | 3   | Kindergarten 102                | 663.00  |                   |  |  |  |     |      |  |  |
| 12  | 2   | Kindergarten 102                | 312.00  |                   |  |  |  |     |      |  |  |
| 13  | 3   | Kindergarten 106                | 663.00  |                   |  |  |  |     |      |  |  |
| 14  | 2   | Kindergarten 106                | 312.00  |                   |  |  |  |     |      |  |  |
| 15  | 3   | Kindergarten 110                | 663.00  |                   |  |  |  |     |      |  |  |
| 16  | 2   | Kindergarten 110                | 312.00  |                   |  |  |  |     |      |  |  |
| 17  | 3   | Classroom 115                   | 663.00  |                   |  |  |  |     |      |  |  |

\* Prices may change without notice. Subtotal is exclusive of taxes and other charges

1/3

\* Grand total is inclusive of tax, shipping, installation and drive/setup charges.

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|    |    |                       |         |  |  |  |  |  |
|----|----|-----------------------|---------|--|--|--|--|--|
| 18 | 2  | Classroom 115         | 312.00  |  |  |  |  |  |
| 19 | 3  | Classroom 116         | 663.00  |  |  |  |  |  |
| 20 | 2  | Classroom 116         | 312.00  |  |  |  |  |  |
| 21 | 3  | Classroom 117         | 663.00  |  |  |  |  |  |
| 22 | 2  | Classroom 117         | 312.00  |  |  |  |  |  |
| 23 | 3  | Classroom 127         | 663.00  |  |  |  |  |  |
| 24 | 2  | Classroom 127         | 312.00  |  |  |  |  |  |
| 25 | 3  | Classroom 128         | 663.00  |  |  |  |  |  |
| 26 | 2  | Classroom 128         | 312.00  |  |  |  |  |  |
| 27 | 3  | Classroom 141         | 663.00  |  |  |  |  |  |
| 28 | 2  | Classroom 141         | 312.00  |  |  |  |  |  |
| 29 | 10 | Multi Purposae 158    | 2210.00 |  |  |  |  |  |
| 30 | 3  | Media Room            | 663.00  |  |  |  |  |  |
| 31 | 3  | Classroom 180         | 663.00  |  |  |  |  |  |
| 32 | 2  | Classroom 180         | 312.00  |  |  |  |  |  |
| 33 | 3  | Classroom 174         | 663.00  |  |  |  |  |  |
| 34 | 2  | Classroom 174         | 312.00  |  |  |  |  |  |
| 35 | 3  | Steam Academy Lab 182 | 663.00  |  |  |  |  |  |
| 36 | 2  | Steam Academy Lab 182 | 312.00  |  |  |  |  |  |
| 37 | 3  | Piano Lab 185         | 663.00  |  |  |  |  |  |
| 38 | 2  | Piano Lab 185         | 312.00  |  |  |  |  |  |
| 39 | 3  | Classroom 186         | 663.00  |  |  |  |  |  |
| 40 | 2  | Classroom 186         | 312.00  |  |  |  |  |  |
| 41 | 3  | Classroom 1106        | 663.00  |  |  |  |  |  |
| 42 | 2  | Classroom 1106        | 312.00  |  |  |  |  |  |
| 43 | 3  | Classroom 1107        | 663.00  |  |  |  |  |  |
| 44 | 2  | Classroom 1107        | 312.00  |  |  |  |  |  |
| 45 | 3  | Classroom 1109        | 663.00  |  |  |  |  |  |

\* Prices may change without notice. Subtotal is exclusive of taxes and other charges

\* Grand total is inclusive of tax, shipping, installation and drive/setup charges.

|                      |   |                |          |  |  |  |          |
|----------------------|---|----------------|----------|--|--|--|----------|
| 46                   | 2 | Classroom 1109 | 312.00   |  |  |  |          |
| 47                   | 3 | Classroom 1110 | 663.00   |  |  |  |          |
| 48                   | 2 | Classroom 1110 | 312.00   |  |  |  |          |
| 49                   | 3 | Classroom 1111 | 663.00   |  |  |  |          |
| 50                   | 2 | Classroom 1111 | 312.00   |  |  |  |          |
| 51                   | 3 | Classroom 191  | 663.00   |  |  |  |          |
| 52                   | 2 | Classroom 191  | 312.00   |  |  |  |          |
| 53                   | 3 | Classroom 192  | 663.00   |  |  |  |          |
| 54                   | 2 | Classroom 192  | 312.00   |  |  |  |          |
| 55                   | 3 | Classroom 177  | 663.00   |  |  |  |          |
| 56                   | 2 | Classroom 177  | 312.00   |  |  |  |          |
| 57                   | 3 | Classroom 178  | 663.00   |  |  |  |          |
| 58                   | 2 | Classroom 178  | 312.00   |  |  |  |          |
| 59                   | 3 | Classroom 179  | 663.00   |  |  |  |          |
| 60                   | 1 | Classroom 179  | 156.00   |  |  |  |          |
| <b>* Sub-Total</b>   |   |                | 30992.00 |  |  |  | 30992.00 |
| <b>Tax</b>           |   |                |          |  |  |  | 2711.80  |
| <b>Shipping</b>      |   |                |          |  |  |  | 1704.56  |
| <b>Installation</b>  |   |                |          |  |  |  | 3140.00  |
| <b>Setup</b>         |   |                |          |  |  |  | 290.00   |
| <b>* Grand-Total</b> |   |                |          |  |  |  | 38838.36 |

\* Prices may change without notice. Subtotal is exclusive of taxes and other charges

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\* Grand total is inclusive of tax, shipping, installation and drive/setup charges.

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# Plumbing, Mechanical, Electrical

## Plumbing Scope

| Bid Form        | Bidders                                  | Bid Status      | Bid Amount     | Notes  |
|-----------------|--|-----------------|----------------|--|
| 220000 PLUMBING | ABQ, Inc.                                | Did Not Submitt | \$0.00         |  |
| 220000 PLUMBING | Anderson Systems                         | Did Not Submitt | \$0.00         |  |
| 220000 PLUMBING | DVBE Mehcanical, Inc. / Suttles Plumbing | Submitted       | \$159,000.00   | No other plumbing bids to compare                |
| 220000 PLUMBING | HPS Mechanical                           | Did Not Submitt | \$0.00         |  |
| 220000 PLUMBING | J. Noble Binns Plumbing Co., Inc.        | Did Not Submitt | \$0.00         |  |
| 220000 PLUMBING | M-M Mechanical                           | Did Not Submitt | \$0.00         |  |
| 220000 PLUMBING | MPI Plumbing, Inc                        | Will Not Bid    | \$0.00         |  |
| 220000 PLUMBING | Precision Plumbing & Mechanical          | Will Not Bid    | \$0.00         |  |
| 220000 PLUMBING | Sena Plumbing Inc.                       | Did Not Submitt | \$0.00         |  |
| 220000 PLUMBING | Smith Mechanical-Electrical-Plumbing     | Submitted       | \$2,215,347.00 | Pricing includes Mechanical and Electrical Scope |

## Mechanical Scope

|   | Bidders                                | Bid Status      | Bid Amount     | Notes  |
|---|--|-----------------|----------------|--|
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | ACCO ENGINEERED SYSTEMS INC.           | Will Not Bid    | \$0.00         |  |
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | Anderson Air Conditioning LP           | Did Not Submitt | \$0.00         |  |
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | BON AIR INC                            | Did Not Submitt | \$0.00         |  |
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | Cal-Coast Refrigeration                | Did Not Submitt | \$0.00         |  |
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | Suttles Plumbing                       | Did Not Submitt | \$0.00         |  |
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | Herrera Sheet Metal &Air Conditioning  | Undecided       | \$0.00         |  |
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | J.R. Barto HVAC                        | Will Not Bid    | \$0.00         |  |
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | Kaiser AC & Sheet Metal, Inc.          | Will Not Bid    | \$0.00         |  |
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | KFY United Mechanical Contractors, Inc | Will Not Bid    | \$0.00         |  |
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | Liberty Climate Control                | Will Not Bid    | \$0.00         |  |
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | Machado Air                            | Submitted       | \$19,990.00    | This is for Duct Cleaning wasn't included                |
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | MESA ENERGY SYSTEMS, INC               | Will Not Bid    | \$0.00         |  |
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | M-M Mechanical                         | Did Not Submitt | \$0.00         |  |
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | Next Level HVAC Energy                 | Did Not Submitt | \$0.00         |  |
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | Optima Energy Inc                      | Did Not Submitt | \$0.00         |  |
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | Pacific West Air Conditioning          | Will Not Bid    | \$0.00         |  |
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | Russel Sigler, Inc.                    | Did Not Submitt | \$0.00         |  |
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | Simco Mechanical, Inc                  | Did Not Submitt | \$0.00         |  |
| 23 - HEATING, VENTILATING, AND AIR CONDITIONING | Smith Mechanical-Electrical-Plumbing   | Submitted       | \$2,215,347.00 | Complete price includes plumbing, mechanical, electrical |

## Electrical Scope

| Bid Form  | Bidders                              | Bid Status      | Bid Amount     | Notes                                |
|---|--------------------------------------|-----------------|----------------|--------------------------------------|
| 26 - Electrical, 27 - Communications, 28 - Fire Alarm | Blum & Sons Electric, Inc.           | Did Not Submitt | \$0.00         |                                      |
| 26 - Electrical, 27 - Communications, 28 - Fire Alarm | Integrated Fire & Safety             | Did Not Submitt | \$0.00         |                                      |
| 26 - Electrical, 27 - Communications, 28 - Fire Alarm | Scott and Sons Electric              | Submitted       | \$1,080,000.00 | Electrical Pricing only              |
| 26 - Electrical, 27 - Communications, 28 - Fire Alarm | Smith Mechanical-Electrical-Plumbing | Submitted       | \$2,215,347.00 | Includes Plumbing, Mechanical Lowest |
| 26 - Electrical, 27 - Communications, 28 - Fire Alarm | Taft Electric Company                | Did Not Submitt | \$0.00         | complete option                      |



October 2,2024

Re: Ritchen Elementary School Modernization **R2**  
HVAC Mechanical, Hydronic Piping, Plumbing, & Electrical Proposal

**Our proposal and scope are based on the following documents:**

- **Plan Set dated:** 3/25/2021 DSA Backcheck
- **Mechanical Sheets:** M01, M02, M03, M04, M05, M06, M07, M08, M09, M10, M11, M2000, M2001, M2002, M2003, M2004, M2301, M2302, M2303, M2701, M2702, M2703, M2704, M2705, M2706, M2800, M5000, M5001, M5002, M5003, M5004, M5005, M5006, M5007, M5008, M5009, P1000, P2000, P2001, P2002, P2003, P2004, P2005, P2006, P2101, P2102, P2103, P2104, P2105, P2106, P3000, E01, E02, E03A, E03B, E04, E2000, E2101, E2102, E2103, E2104, E2105, E2106, E2701, E2702, E2703, E2800, LV01, LV02, LV03, LV04, LV2101, LV2102, LV2103, LV2104, LV2105, LV2106
- **Specifications:** Plan Specifications
- **Addendums:** 1,
- This proposal shall include the work reasonably interpreted as necessary to procure and construct the Mechanical work as detailed by the documents referenced herein, subject to the following specific clarifications.

**Mechanical Scope of Work:**

Procure and installation of the new HVAC equipment as identified below:

- (55) Smoke Fire dampers
- (83) Air Distribution
- **All roof ductwork is double wall construction. & Not externally wrapped**
- Safe off included.
- Signet Controls included.
- **Interior duct supports per detail M06 #5, and upper attachment per Note #4**
- **Roof duct supports per M07 # 2**
- Hydronic piping scope included.
- Smith MEP will furnish and install ductwork distribution per SMACNA standards.
- Start-up of mechanical equipment.
- Final test and balance for new systems NEBB'S certified.

**HVAC Piping Scope of Work:**

**Piping Inclusions and Project Approach:**

- Pipe, valves and fittings per specification sections and drawings listed above.
- Piping systems included in our proposal:
  - Chilled Water Supply & Return piping per specifications. New Piping to "existing equipment" and POC's as indicated on drawings listed above.
  - Heating Hot Water Supply & Return piping per specifications. New Piping to "existing equipment" and POC's as indicated on drawings listed above.
  - **Pipe supports per M03 #3**

- Demo of existing chilled water supply and return & existing heating hot water supply & return as indicated on the drawings listed above. POC's as indicated on the drawings listed above.
- Coordination, supervision, as-built drawings, close-outs documents, O&Ms.

### Plumbing Scope of Work:

Procure and installation of the new Plumbing equipment and fixtures as identified below:

#### Equipment

##### Common Area Fixtures

- (27) S-1 Single Compartment Sink
- (1) WC Re-install Existing Water Closet
- (1) URN Re-install Existing Urinal

##### Plumbing Inclusions and Project Approach:

- 1) Pipe, valves and fittings per specification sections and drawings listed above.
- 2) Piping systems included in our proposal:
  - Sanitary waste/vent will be cast iron no hub with standard no hub couplings (Above Grade).
  - Domestic cold/hot water will be type L copper pipe with soldered fittings.
- 3) Equipment per specification sections and drawings listed above.
- 4) Start-up of plumbing equipment is included.
- 5) Plumbing fixtures listed per the fixture schedule.
- 6) Chlorination of the domestic water systems.
- 7) Pipe insulation of domestic hot water (per Title-24 requirements).
- 8) Roof flashings, pipe identification, valve tags, sleeves.
- 9) Seismic bracing is included per CBC guidelines.
- 10) Coordination, supervision, as-built drawings, close-outs documents, O&Ms.

### Electrical Scope of Work:

- Includes safe-off for demo (demo to be by others)

#### Distribution

- (1) New Panelboard per single line
- Feeder conduits and wire
- All breakers, connections, and terminations

#### Power

- Receptacles
- Floor boxes
- Equipment connections and disconnects
- Switches
- All associated branch circuits and homeruns

#### Lighting

- Fire Alarm included (Price add below)
- Lighting Fixtures
- Lighting Controls including Switches, Sensors, etc.
- All associated branch circuits and homeruns

#### Fire Alarm

- **See add below**
- Infrastructure including boxes, conduits, and pull strings for devices

- 

## Telecommunication

- Providing and installing new Teledata devices
- Infrastructure including boxes, conduits, and pull strings for devices

## Security, Access Control, and CCTV

- Excluded

## Miscellaneous

- Fire Stopping
- Junction boxes

## Exclusions and Work Performed by Others:

- **Warranty of existing equipment not being replaced.**
- **Duct Cleaning**
- **Demolition and removal of ductwork**
- **Bond costs: Rate is 1%**
- **M08 Blocking per Notes #1, #2**
- **M07 Blocking per Notes # 1, #2**
- **M03 Blocking per Notes #3**
- **External 1 ½ Duct wrap as duct is double wall**
- Smith MEP will not perform any cutting and patching of surfaces. We will provide all necessary block-out drawings for all ductwork penetrations of ceilings, walls, roofs, and floors for use by others to provide and install required block-outs. Structural reinforcement for all openings is to be provided by others.
- All supplemental strut, steel, channel or plate to install plumbing piping hangers and supports, If hangers and supports cannot be attached directly to the metal deck or directly to building structural steel supplemental steel shall be provided by others.
- This proposal is provided on the basis that project coordination and project activity schedule will be managed by the prime contractor, such that rough-in work will be completed by Smith MEP prior to the installation of interior walls, other than those mutually agreed upon walls that are not constructible after plumbing and ductwork installation. Note that when walls are installed prior to duct, piping, and plumbing installation, the openings must be oversized to accommodate duct flanges. This will necessitate additional wall patching, which is not included in our scope of work.
- Bonds, Permits and Plan Check Fees.
- Parking and/or Shuttling.
- General Contracting Work: Cutting, Plastering, Patching, Painting, Stenciling, Concrete/Asphalt Demo and Patch Back, Structural Supports, Equipment Pads, Saw Cutting, Blocking, Block Outs, Cores.
- Backing, Framing, Carpentry Work (I.e., Framing, Blocking, Block Outs, etc.) Whether Shown or Not.
- Fire Protection, Fire Sprinklers, Housekeeping Pads
- Gas, Electrical, Hydronics, **DDC Controls**, Plumbing, Engineering, CAD drawings (2d or 3d).
- Duct Cleaning
- Final Cleaning
- Demolition, Hazardous Material Removal
- Commissioning Documents and/or Support.
- Curbs on Metal Roofing, Duct or Equipment Supports on Metal Roofing
- Seismic Calc's
- Concrete Supports

- Title 24 Acceptance Forms
- HERS Testing
- Furnish and Install of Access Panels and/or Architectural Louvers
- Disconnects, Condensate Lines, Pressure Switches
- Trash, Dumpsters and Spoils Removal
- Any Temporary Utilities or Services including but not limited to electrical lighting, water, climate control, chillers, and air handlers.
- Early Activation of Mechanical, Electrical, and/or Plumbing Systems and Extended Warranty.
- Liquidated Damages, Consequential Damages or Costs for Schedule Improvements Not Mutually Agreed upon Prior to Award of Work.
- Miscellaneous Metal, Flashings, Downspouts, Gutters, Door Louvers, Waterproofing, Expansion Flashing and Metal Roofing are Excluded. (Unless specifically indicated otherwise in Bid Proposal.)
- 120 Volt and Above Conduit and Wire, 24 Volt Conduit, Electrical Conduit, Electrical Connections, Disconnects, Motor Starters, Smoke Detectors and or Speed Controllers
- Ceiling Wires for Registers and Grilles @ T-Bar Ceilings.
- Fire Caulking and Acoustical Caulking Unless Specifically indicated otherwise in the bid proposal is excluded.
- All Site Utilities
- Fume Hoods and Kitchen Hoods. (Duct connections to fume hoods and kitchen hoods are included.)
- Startup of Existing Equipment.
- Water Heater and Boiler Flue Pipe. (Unless specifically indicated otherwise in bid proposal.)
- All structural blocking for piping supports as indicated on the drawings listed above.

#### Clarifications:

- Project to be done in (4) phases.
- Labor escalation is included through, 7/31/ 2025. If the project is extended requiring originally contracted scope to occur beyond this date, Smith MEP will request remuneration for the anticipated union collective bargaining labor rate increase effective after this date.
- All work is figured continuous per the CPM schedule once commenced.
- Any work not specified or illustrated on drawings will be submitted as a change order and based on the MCA labor-estimating manual.
- This proposal or its narrative intent is to be part of all contract documents.
- Work areas are figured to be freely accessible and unencumbered.
- Purchaser agrees to provide Smith Mechanical-Electrical-Plumbing with required field utilities (electricity, water, toilets, hoisting, elevator service, dumpsters), onsite parking/staging/laydown area.
- Purchaser shall furnish lines, grades, and elevations without charge.
- **Scheduling & Delays:** This offer is based on logical and timely scheduling of Smith MEP and other subcontractors' activities, allowing efficiency of performance, and avoiding interference between trades. Smith MEP shall not be liable for any delay in the performance of work resulting from or attributed to act or circumstances beyond Smith MEP's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers of Smith MEP.

If Smith MEP delays cause delay and/or disruption to the Contract work, Smith MEP shall be liable for actual costs sustained by Contractor or for which it is liable to Owner. If Smith MEP delays are only one of multiple causes for delay to the Contract Work, Smith MEP shall only be liable for its proportionate share of any resulting damages.

If Contractor or any party for which Contractor is responsible cause delay to Smith MEP’s work, Contractor shall be liable for actual costs sustained by Smith Mechanical-Electrical-Plumbing.

- **Payments:** Retention to be held at same as Owner holds against General Contractor. In the event of retention reduction by the Owner to General, it will be passed on in like kind and at the same time to Smith MEP.

- It is the intent of the parties that receipt by General Contractor from the Owner of funds for WORK performed by SmithMEP is not a condition precedent to each payment to be made to Smith MEP

- **Insurance:** Our bid only includes the following insurance with the limits as listed:

|                                    |                                  |
|------------------------------------|----------------------------------|
| Worker’s Compensation              | Statutory Limits                 |
| Employer’s Liability               | \$1,000,000 each accident        |
|                                    | \$1,000,000 disease policy limit |
| Commercial General Liability       | \$1,000,000 each occurrence      |
|                                    | \$2,000,000 aggregate            |
| Comprehensive Automobile Liability | \$2,000,000 each accident        |

Any additional policies, coverage, riders, or limit increases will be extra and are not included in our bid amount.

**Pricing:**

**Mechanical, Hydronic Piping, Plumbing & Electrical Scope of work: ..... \$ 1,846,397.00**

**Electrical RFI # 2 Added Scope of work: ..... \$ 103,950.00**

**Fire Alarm added Scope of work: ..... \$ 265,000.00**

**Total - \$2,215,347**

**Pricing Terms and Conditions:**

Smith MEP’s pricing is valid for 30 days from the date of this letter. A one (1) year labor and material warranty is included commencing at substantial completion or owners beneficial use of these systems.

We are confident that Smith MEP’s performance will be a valued contribution to the success of this project, and we look forward to the opportunity to join your construction team.

If you have any questions, please do not hesitate to give us a call.

Sincerely,

**Ted O'Brien | Project Manager | Senior Estimator**

**SMITH MEP** 2373 Teller Road, Unit 105

Newbury Park, CA | 91320 [www.smithmep.com](http://www.smithmep.com)

805.956.8940 cell | 805.621.5000 office | 805.621.5050 fax [tobrien@smithmep.com](mailto:tobrien@smithmep.com) email

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# Scott And Sons Electric

1433 Arundell Ave. Ventura, CA 93003  
PH (805) 642-8547 \*\*\* FAX (805) 642-8548

## Bid Proposal

TO: Edwards Construction  
SPEC. SEC. # : 260000 270000 280000  
JOB NAME: Ritche Elementary School Modernization  
JOB ADDRESS: 2200 Cabrillo Way  
DATE SUBMITTED: 9/20/2024  
SUBMITTED BY: Steve Ext. 17  
LICENSE NO: 700054  
DIR # 1000000877  
PHONE NO: (805) 642-8547  
CELL (805) 746-1990

ATTN: Estimating  
TRADE: Electrical

| PLANS & SPECS | FOB JOBSITE | INSTALLED | TAX INCLUDED | ADDENDUMS |
|---------------|-------------|-----------|--------------|-----------|
| YES           | YES         | YES       | YES          | 1, 2, 3   |

Total Bid:

---

**INCLUDES:**

- All electrical work per the plans and specs.
- Modifications to the lighting and lighting controls per the E sheets and specs
- All 120V electrical work and CAT5E low volt control wiring for the Roller Shades
- All conduit, wire, and Install of OFCI devices for the Front Row system, and TV's per the LV drawings and specs
- New Notifier fire alarm system per the FA drawing and specs

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**EXCLUDES:**

- Permit, utility, & bond fees
- General contractor temp power and lighting
- Mechanical controls and control wiring
- Cutting, patching, painting of finished surfaces
- Fire Stopping
- T-Bar Slack wire
- Access panels
- Sawcut and patch of asphalt and concrete in classroom for floor box
- Cast in place concrete
- Disposal of demolished materials
- Demolition - Safe off only
- Provision of Shades, Shade Motors, Splitters or Shade Control Switches - SSE to provide 120V power and Cat5E control wire only per sheet E03A.
- Provision of TV Monitors or Projection Screens - SSE to provide 120V power and HDMI conduits, wire, and install of OFCI devices per the E and LV sheets.



# Suttles Plumbing & Mechanical Corp.

License #: 268688 • B, C4, C16, C20, C34, C36, C42, C61, D40  
WBE#2005127686 SB-PW #35029 DIR #1000013842

## Proposal

Proposal #: **240439**  
 Project location: **Richen ES**  
 Project name: **Modernization**  
 Bid due date: **10/02/24** Bid due time: **4:00 PM** Addenda: **1 & RFI 1-2**  
 Project #: Estimator: **Todd Aguilar**

### Base Plumbing

#### Inclusions:

Cleanouts. Install 1 existing urinal in new location for ADA clearance.  
 Cold water piping. Install 1 existing water closet in new location for ADA clearance.  
 Safe off existing plumbing fixtures for demo by others. Install 25 new sinks in same location as existing.  
 Waste & vent piping. Provide 25 new sinks per plumbing schedule.

**Per plans:** P1000, P2000, P2001, P2002, P2003, P2004, P2005, P2006, P2101, P2102, P2103, P2104, P21205, P2106  
 P3000 dated 03/25/21

**Per specifications:** 220500, 220513, 220553, 220700, 221000

**Base Plumbing Cost: \$152,000.00**

**Add Alt 1:** Autocad coordination and record drawings. **\$3,000.00**  
**Add Alt 2:** Chlorinate/disinfect domestic water piping. **\$7,000.00**

**Combined Base Plumbing & AA1-AA2 Cost: \$162,000.00**

#### Exclusions:

|  |   |
|--|---|
| 3D BIM/AutoCAD coordination or drawings.                                       | Hazardous substances/materials operations or abatement.         |
| 3-way valves.  | HVAC duct, drain pans, equipment, instrumentation & controls.   |
| Aboveground fire protection sprinkler systems.                                 | If this proposal is older than 90 days.                         |
| Acoustical caulking or sealants in floor/wall/ceiling/roof.                    | Kitchen equipment & fixtures.                                   |
| Adjusting existing piping, boxes, structures, fixtures, or equipment to grade. | Laboratory casework, countertops, sinks & equipment.            |
| Allowances.  | Landscaping, planting & sod.                                    |
| Backfill with imported soil, gravel or slurry.                                 | Low voltage systems.  |
| Bathroom partitions, dispensers & other accessories.                           | Meters and vaults.  |
| Bonds (our rate is 1.44%), fees, permits and plan check.                       | Off hours & overtime labor.                                     |
| Cabinetry, casework, countertops & partitions.                                 | Offsite improvements.   |
| Carpentry, framing or blocking.  | Painting & patching.  |
| Chlorinate or disinfect domestic water piping.                                 | Parking.  |
| Cleaning, camera, or snaking sewer lines.                                      | Personal guarantees.  |
| Colaboration, management, payment or prequalification software.                | Protect existing furnishings, floors, walls, ceilings, roofing. |
| Composite clean up.  | Protect existing piping, structures, equipment or fixtures.     |
| Concrete (slabs, structural pads/walls/floors).                                | Reactivate buildings after a utility shut down.                 |
| Concrete patch.  | Rock excavation.  |
| Coring.  | Roofing & roof penetration sealants.                            |
| Demolition of floors, walls, ceilings or roofs.                                | Sawcut, break or remove concrete/asphalt.                       |
| Demolition of piping, equipment or fixtures.                                   | Scaffolding.  |
| Demonstartion, training & filming exceeding 8 hours.                           | Scanning, x-ray, GPR for rebar or utility location.             |
| Dewatering.  | Site security.  |
| Electrical.  | Soils Testing.  |
| Enclosures.  | Storm Water Pollution Prevention.                               |
| Engineering.   | Structural steel decking, framing or supports.                  |
| Fencing & gates.   | Survey.   |
| Fire rated access panels.  | Temporary facilities & utilities.                               |
| Fire watch for fire sprinkler shut downs.                                      | Thermal & moisure protection.                                   |
| Haul trash or excess excavation material offsite.                              | Waterproofing.  |



# Machado

1 800 358-3828

2219 Broadview Drive, Glendale CA 91208 lic # 719286

September 30, 2024

**Job Location:**

Ritchen Elementary  
2200 Cabrillo Way  
Oxnard, CA 93030

**Purchaser:**

Edwards Construction Group  
991 Bennett Ave  
Arroyo Grande, CA 93420

Attention: Jessica Gregory  
805-699-6921

[jg@edwardscongroup.com](mailto:jg@edwardscongroup.com)

**Subject:** Clean the air conditioning ductwork serving the Ritchen Elementary School Modernization of Building 100.

Dear Ms. Gregory,

Thank you for contacting The Machado Environmental Corp. to provide a proposal for the above project.

The proposal is based upon the following information provided by the specifications, blueprints and correspondence:

- No specifications were provided for this project so the written specs below will be used, which are in alignment with NADCA (National Air Duct Cleaners Association) specs ACR-2013.
- The ductwork and equipment to be cleaned are shown on blueprint page: M2301, M2302, M2303, and M2004.
- The Rooftop ductwork will be replaced as shown on blueprint M2004 and is excluded from our cleaning scope of work.
- *Only* the equipment and ductwork as shown on the blueprint are included in this proposal. Any ductwork not shown on the above listed blueprint page will be subject to change order.
- This work is to be performed Monday to Friday.
- The ductwork is reachable with 6' or 12' ladders.
- No scissor lift costs are included in this proposal.
- This proposal is for budget purposes only. Price finalization will be base on a site walk inspection.
- The specifications do NOT address or call for the coating, repair and/or replacement of internal fiberglass insulation. Therefore, this proposal does not include such. If it is found that there is internal fiberglass insulation in the air handling equipment or ductwork that needs to be repaired or replaced, it will be subject to change order.



### ***General Conditions:***

1. Supervision: All work shall be supervised by a foreman having thorough knowledge and experience in cleaning air conditioning systems. The work shall be performed by experienced and qualified personnel in accordance with standards and guidelines as set by the National Air Duct Cleaners Association (NADCA) and CAL/OSHA.
2. Labor and materials: Air Duct shall furnish all labor, materials, supplies, tools, equipment, supervision, transportation and any other services or items necessary to accomplish the work.
3. Existing services: The existing heating, ventilating and air conditioning systems shall be maintained to all occupied areas during the normal working week.
4. Cleaning of premises: Air Duct shall keep the job site clean of all surplus materials and debris. We shall dispose of all debris and leave area broom clean at the end of each work shift.
5. Work will be done in 9hr shifts, Monday through Friday, during hours convenient to the customer so as not to interfere with existing operation. No additional costs will be charged for work done anytime (day or night) Monday through Friday. Work that is done on Saturdays, Sundays or holidays will be subject to additional charges and our price will be increased accordingly.

### ***General Specifications for Cleaning:***

1. As necessary, furnishings and equipment will be protected with plastic tarps where work is being performed.
2. Upon completion of cleaning, every interior surface will have been cleaned to a point where it is visibly free of accumulated debris and dust.
3. The work while in progress will be subject to random unannounced inspections by a representative of the Owner. As many inspections may be performed as desired to confirm and ensure that the work is being done according to these specifications.
4. Any mechanical problems discovered during the course of cleaning will be reported in writing to Owner's representative.
5. After the project has been completed, we will submit a post-project report outlining our scope of work, and which will include photographic documentation of the work that was performed.

### ***Cleaning of Ducts:***

1. The supply registers shall be removed, washed with a mild paint-safe detergent solution, and re-installed.
2. Access points shall be cut into the rigid metal ducts as necessary to completely access the interior for cleaning.
3. All flexible ducts shall be disconnected at joints, registers, etc., for cleaning. Longer duct lengths shall be cut at intervals to allow a thorough cleaning of the interior.
4. All interior surfaces of the supply air ducts shall be thoroughly brushed and vacuumed using HEPA filtered collection vacuums.
5. All interior dampers and turning vanes shall be thoroughly cleaned with a stiff-bristled brush and vacuuming. All manual dampers shall have the setting marked before cleaning and will be reset to original setting after cleaning.
6. All access holes made in metal ducts shall be sealed with galvanized sheet metal panels of the same gauge as the ducts. Panels shall be installed using duct sealer and self-tapping screws placed a maximum of four inches apart around the entire perimeter. The panel shall overlap the access opening by at least one inch on all edges. Caulking shall be neat and continuous around the perimeter. All surfaces to be caulked shall be clean of any dirt, rust, etc., that would affect sealing.
7. Access panels installed in lined metal duct shall have Reflectix Insulation attached with adhesive and/or pins. All raw edges shall be sealed to prevent fiber liberation.

-----End of Section-----

**Scope of Work:** Clean air conditioning systems shown on blueprint pages M2301, M2302, M2303, and M2004. per above specifications.

**Items Not Included:** No other systems are included at this time.

**Job price (all labor and materials):**

**Cleaning the air conditioning ductwork only. \$19,990.00**

This work is to be done on weekdays or evenings. Saturday and Sunday overtime rates are not included in this price. If the work is to be done on a Saturday or Sunday, the price will be changed accordingly.

*Payment Terms are: UPON COMPLETION*

*The above price includes the applicable State Prevailing Wage Rates for our work and Certified Payroll. Because there is no rate for "Duct Cleaners", we have been instructed to use the rate for Hazardous Material Handler Mechanic SC-3-5-3-2024-1 on other, similar projects. If another rate is to be used, our price will be adjusted accordingly.*

Please call us to schedule a site walk.

Sincerely,

Ivan Montano  
Account Manager

2219 Broadview Drive, Glendale, CA 91208 \* 1 800 358-3828 \* Fax 1 818 583-1499  
Members: National Air Duct Cleaners Association (NADCA)\*  
Institute of Heating and Air Conditioning Industries (IHACI)

# Builders Risk Insurance



### **Market leadership**

Zurich has been providing comprehensive solutions for more than 140 years around the globe

### **Financial strength**

We demonstrate strength and stability:  
AA- S&P and A+ A.M. Best ratings

### **Industry experience**

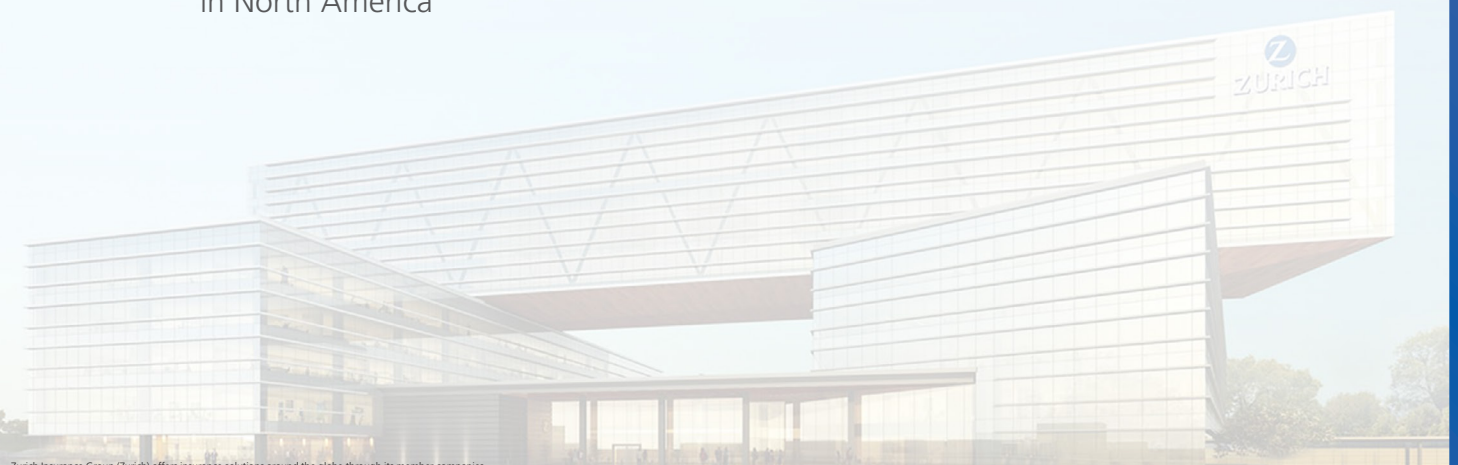
Zurich insures 90% of Fortune 500 companies, and provides cutting-edge insights for 25 industries

### **Exceptional people**

We are a values-based organization and live the Zurich Commitment in all we do, which includes acting responsibly and following our core values

### **Delivering when it matters**

Industry leading claims service in North America



Zurich Insurance Group (Zurich) offers insurance solutions around the globe through its member companies.

Rating as of March 31, 2016. A.M. Best and S&P's ratings are under continuous review and subject to change and/or affirmation. For the latest ratings, access the ratings section on [www.zurichna.com](http://www.zurichna.com). The rating represents the overall financial status of the individual member companies of Zurich in North America, including Zurich American Insurance Company in the United States and Zurich Insurance Company Ltd (Canadian Branch) in Canada, and is not a recommendation of the specific policy provisions, rates or practices of each issuing insurance company. The Zurich logo and Zurich are trademarks of Zurich Insurance Company Ltd. © 2016 Zurich American Insurance Company. All rights reserved. © 2016 Zurich Insurance Company Ltd (Canadian Branch). All rights reserved.

A1-U-GU-1220-B CW (09/16) 112008270

# Zurich Programs Builders Risk and Installation



## Quote Proposal

Attention US ASSURE INSURANCE SERVICES OF FLORIDA, INC. D/B/

Thank you for the opportunity to provide you with a quote proposal. The quote is based on the underwriting and rating information, including deductibles and retention, provided to date and may be subject to additional rating, pricing or underwriting considerations. Also, acceptability may be subject to an Engineering and Safety Services survey and compliance with its recommendations.

This is a proposal for insurance. It is not an insurance policy. The coverages offered in this proposal are based on information received through the agent and may not include all available coverages. The agent and the customer should discuss the need for any additional or optional coverages. Coverage descriptions are abbreviated and do not indicate in force coverage. Only the policy itself provides coverage.

This proposal is not a part of and is not incorporated into the insurance policy. If there is any conflict between the coverage descriptions shown in this proposal and the actual insurance policy, the insurance policy prevails. The insurance policy supercedes this proposal.

Thank you,

Builders Risk Underwriter  
US Assure  
8230 Nations Way  
Jacksonville, Florida 32256  
800-800-3907

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"If you want to learn more about the compensation Zurich pays agents and brokers visit:  
<http://www.zurichnaproducercompensation.com> or call the following toll free number: (866) 903-1192. This Notice of Disclosure is provided on behalf of Zurich American Insurance Company and its underwriting subsidiaries."

# Zurich Programs

## Builders Risk and Installation



Our Builders Risk Plan offers world-class coverages, flexibility and service to agents and builders nationwide. For more than 30 years, we've been pioneering the development of insurance solutions for construction professionals and have protected the property interests of builders and developers on even the most intricate residential and commercial construction projects. The Builders Risk product offers a wide spectrum of property coverage. Here are few highlights of the coverage offered:

- Construction Forms, Scaffolding and Temporary Structures up to \$100,000
- Re-erection of scaffolding if caused by or results from a covered cause of loss up to \$50,000
- Valuable Papers and Records – Cost of Research up to \$50,000
- Outdoor Trees, Shrubs, Plants and Lawns
- Additional Debris Removal expense is covered up to but not exceeding \$100,000
- Coverage for Pollutant Clean-up and Removal of land and water for up to \$50,000 for each 12 month period of the policy.
- Fire Department Service Charge up to \$50,000
- Reward up to \$25,000
- Waiver of Coinsurance clause if loss is less than or equal to \$25,000
- Foundations
- Our valuation can include profit up to 20% for new structures only if included in the Limit of Insurance you selected
- Broad Collapse coverage
- Back-up or overflow of sewers, drains or sumps up to \$50,000
- Paving, Curbing, Fences and Outdoor Fixtures
- Ordinance or Law demolition and increased cost Coverage up to \$1,000,000 limit for construction of new structures only
- Inadvertent omission in reporting on a monthly reporting form policy
- Model Homes and Model Home Contents coverage can be added on a reporting form policy

Strong, reliable insurance protection is available from Zurich Programs. Zurich Programs is an integral part of Zurich North America.

Zurich Financial Services ([www.zurich.com](http://www.zurich.com)) is an insurance-based financial services provider with a global network that focuses its activities on its key markets in North America and Europe. Founded in 1872, Zurich is headquartered in Zurich, Switzerland. Through its offices in more than 50 countries, 57,000 Zurich employees serve clients in more than 120 countries. In North America, Zurich ([www.zurichna.com](http://www.zurichna.com)) is a leading commercial property-casualty insurance provider serving the global corporate, large corporate, middle market, specialties and programs sectors.

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# Zurich Programs Builders Risk and Installation



## Quote Proposal Premium Summary

**Prepared For** Edwards Construction Group Inc  
991 Bennett Ave  
Arroyo Grande, CA 93420

**Presented By** US ASSURE INSURANCE SERVICES OF FLORIDA, INC. D/B/A INLINK INSURANCE SERVICES  
P.O. BOX 10197  
JACKSONVILLE, FL 32247-0197

A0220760

**Proposed Policy Period** **From** 10/08/2024 **To** 10/08/2025  
(12:01 a.m. Standard Time at your address as stated herein)

| Coverage and premium information  |   |                                |
|---|---|--------------------------------|
| This is intended only as a brief outline and does not alter any of the coverages, conditions, exclusions or provisions contained in the policy. | Type of coverage                          | Total Premium (all locations)* |
|   | Builders Risk                             | \$40,495.00                    |
|   | Proposed Policy Premium*                  | \$40,495.00                    |
|   | State Taxes & Surcharges                  | \$0.00                         |
|   | <b>Total fully earned policy premium*</b> | <b>\$40,495.00</b>             |

\* Premium quotation valid for 30 days from the date on the first page of this proposal.

Policy is fully earned

See attached Disclosure of Terrorism Premium.

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# Zurich Programs Builders Risk and Installation



| Primary Builders Risk Coverages   | Deductible       | Total Limits |          |
|---|------------------|--------------|----------|
| Amount of renovation/improvements   | \$2,500          | \$6,126,397  |          |
| All Covered Property at all Locations                                     | \$2,500          | \$6,126,397  | \$30,509 |
| Additional Coverages:   |                  |              |          |
| Back-up or Overflow of Sewer, Drains or Sumps                             | None             | \$50,000     | \$0      |
| Claim Preparation Expense   | None             | \$10,000     | \$0      |
| Contract Penalties  | None             | \$25,000     | \$0      |
| Debris Removal  | None             | \$100,000    | \$0      |
| Fire Department Service Charge  | None             | \$50,000     | \$0      |
| Ordinance or law  | \$2,500          | \$1,000,000  |          |
| Loss to the undamaged portion of the building                             | \$2,500          | Included     |          |
| Demolition cost   | \$2,500          | \$1,000,000  |          |
| Increased cost of construction  | \$2,500          | \$1,000,000  |          |
| Combined Aggregate for Demolition Cost and Increased Cost of Construction | \$2,500          | \$1,000,000  | \$0      |
| Pollutant Clean-Up and Removal  | None             | \$50,000     | \$0      |
| Rewards   | None             | \$25,000     | \$0      |
| Re-erection of Scaffolding  | None             | \$50,000     | \$0      |
| Scaffolding, Construction Forms and Temporary Structures                  | None             | \$100,000    | \$0      |
| Property at a Temporary Storage Location                                  | \$2,500          | \$306,320    | \$0      |
| Property in Transit   | \$2,500          | \$306,320    | \$0      |
| Valuable Papers and Records   | None             | \$50,000     | \$0      |
| Coverage Extensions   | Deductible       | Total Limits |          |
| Profit  |                  | If included  |          |
| Earthquake Cause of Loss Form   | 5%/\$100,000 min | \$6,126,397  | \$9,680  |
| Flood Cause of Loss Form  | \$10,000         | \$6,126,397  | \$306    |

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\* The Deductible percentage applies to the total value at risk at the time of loss, but not less than the minimum amount as shown above.



Special Conditions • Deductible Total Limits

## Quote Proposal

### 24-hour Claim Service

Our claim representatives understand businesses like yours and recognize how difficult a business shutdown can be for you. So, while they provide service that's fast, responsive and fair, their ultimate goal is to minimize your business disruption and get you back to full operation as promptly as possible.

In the event you have a loss, we now offer online loss reporting with immediate acknowledgement. Your claim is assigned to a local claim office, usually within two hours of reporting the loss, but generally no longer than 24 hours. You can also call us toll-free at 1-888-279-9375.

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# Zurich Programs Builders Risk and Installation



## Quote Proposal

### Customer and Agent Information

**Named Insured:** Edwards Construction Group Inc

**Agency Name:** US ASSURE INSURANCE SERVICES OF FLORIDA, INC. D/B/A INLINK INSURANCE SERVICES

### Customer Location Information

**Location Address:**

2200 Cabrillo Way  
Oxnard, CA 93030

**Protection Class:** 2

**Construction:** Frame

**# of Stories:** 1

**Primary occupancy:** Institutional

### Additional Interests

This is a proposal for insurance. It is not an insurance policy. **Only the policy itself provides coverage. The coverages offered in this proposal are based on information received through the agent and may not include all available coverages. The client and their agent should discuss any additional or optional coverages needed. Coverage descriptions are abbreviated and do not indicate in force coverage.** This proposal is not a part of and is not incorporated into the insurance policy. If there is any conflict between the coverage descriptions shown in this proposal and the actual insurance policy, the insurance policy prevails. The insurance policy supercedes this proposal.

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<http://www.zurichnaproducercompensation.com> or call the following toll free number: (866) 903-1192. This Notice of Disclosure is provided on behalf of Zurich American Insurance Company and its underwriting subsidiaries."

**THIS DISCLOSURE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER ANY POLICY.**

## **DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE\***

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:

**\$0**

\*Any information required to complete this Schedule, if not shown above, will be shown in the quote or proposal.

#### **A. Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

#### **B. Disclosure of Federal Participation in Payment of Terrorism Losses**

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, the United States Government may pay up to 80% of insured losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

#### **C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations**

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

#### **D. Availability**

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

#### **E. Definition of Act of Terrorism under TRIA**

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an "act of terrorism" if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

# California Disclosure Statement



## Fully Earned premium

This policy is subject to the Total Fully Earned Policy Premium shown in the Declarations.

If this policy is cancelled you must pay at least the Total Fully Earned Policy Premium unless the policy is cancelled as of the inception date shown in the Declarations.









## SITE LEASE

This Site Lease (hereinafter referred to as the "Site Lease") is entered into this 20<sup>th</sup> day of November, 2024, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") as lessor, and Edwards Construction Group, Inc., with its principal place of business at 991 Bennett Avenue, Arroyo Grande, CA 93420 (hereinafter referred to as "Contractor") as lessee.

### RECITALS

WHEREAS the District desires to provide for the financing and construction of certain public improvements more fully described in a Construction Services Agreement between the District and Contractor, dated as of the date hereof (the "Project") situated at Ritchen Elementary School, 2200 Cabrillo Way, Oxnard, CA 93030, within the District, as more fully set forth in **Exhibit A** attached hereto (the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, the District's governing body has determined that it will provide the best value to the District and it is in the best interests of the District and for the common benefit of the citizens it serves to finance the Project by leasing to Contractor the land and the existing building(s) on the Site on which the public improvements are to be constructed and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective as of the date hereof (the "Sublease"); and

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

### **SECTION 1. Site Lease**

The District leases to Contractor, and Contractor leases from the District, on the terms and conditions set forth herein, the Site situated in the County of Ventura, State of California, more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, including any real property improvements now or hereafter affixed thereto.

### **SECTION 2. Term**

The term of this Site Lease shall commence as of the date above and shall terminate on the last day of the term of the Sublease

### **SECTION 3. Representations and Warranties of the District**

The District represents and warrants to Contractor that:

- (a) The District has good title to the Site.
- (b) There are no liens on the Site other than permitted encumbrances (the term "permitted encumbrances" as used herein shall mean, as of any particular time: (i)

## SITE LEASE AGREEMENT

liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim or any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Site.).

(c) All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes not yet due and payable, have been paid in full.

(d) The Site is properly zoned for the intended purpose or the District intends to render zoning inapplicable pursuant to Government Code Section 53094.

(e) To the best of the District's knowledge, the District is in compliance in all material respects with all laws, regulations, ordinances and orders of public authorities applicable to the Site.

(f) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(g) To the best of the District's knowledge, upon reasonable investigation and in reliance on the District's phase one Preliminary Environmental Assessment, and except as otherwise delineated in the Contract Documents: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the District or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not

## SITE LEASE AGREEMENT

now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (v) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vi) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (vii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (viii) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and further shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and the Project are to be maintained under the Sublease.

### **SECTION 4. Representations and Warranties of Contractor**

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been authorized by all necessary corporate or partnership actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of the Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

(e) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been visually identified during the site-visit in accordance

## SITE LEASE AGREEMENT

with the indemnification contained in the General Conditions incorporated into the Construction Services Agreement.

(f) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

### **SECTION 5. Rental**

Contractor shall pay to the District as and for advance rental hereunder the sum of One Dollar (\$1.00) for the duration of the rental, this payment being due on or before the commencement of the term of this Site Lease. The duration of the rental is expected to be from the effective date hereof through the last day of the term of the Sublease.

### **SECTION 6. Purpose**

Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the District; provided, however, that in the event of an occurrence of an Event of Default by the District, under the Sublease, Contractor may exercise the remedies provided for in the Sublease.

### **SECTION 7. Termination**

Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the District any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title shall vest in the District. Notwithstanding the District's foregoing rights in the event of termination, Contractor shall retain the right to compensation pursuant to the Construction Services Agreement and the Sublease.

### **SECTION 8. Quiet Enjoyment**

The District covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and that in the event that the District's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

### **SECTION 9. No Liens**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

## SITE LEASE AGREEMENT

During the term of this Site Lease, Contractor shall not permit any lien or encumbrance to attach to the Site or any part thereof.

### **SECTION 10. Right of Entry**

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in so doing shall not interfere with Contractor's operations on the Project.

### **SECTION 11. Assignment and Subleasing**

Other than the Sublease, as defined herein, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

### **SECTION 12. No Waste**

Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

### **SECTION 13. Default**

In the event that Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof. Termination of this Site Lease shall be in accordance with the provisions of the General Conditions incorporated into the Construction Services Agreement or such other provisions as may be applicable.

### **SECTION 14. Eminent Domain**

In the event that the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Tenant Improvement Payments and Sublease Payments then due or past due, and the purchase option price stated in Section 20 of the Sublease less any unearned interest as of the date Contractor receives payment in full. The balance of the award, if any, shall be paid to the District.

### **SECTION 15. Taxes**

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site of the improvements thereon.

### **SECTION 16. Severability**

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason

## SITE LEASE AGREEMENT

whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each remaining provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

### **SECTION 17. Notices**

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Edwards Construction Group, Inc.  
991 Bennett Avenue  
Arroyo Grande, CA 93450  
Attn: Brad Edwards, President

If to the District:

Oxnard School District  
1051 South A Street,  
Oxnard, CA 93030  
Attn: Dr. Ana DeGenna, Superintendent

With a copy to Gerald Schober  
Vice President, Implementation Services  
Caldwell Flores Winters, Inc.  
521 N. 1<sup>st</sup> Avenue  
Arcadia, CA 91006

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

### **SECTION 18. Construction Services Agreement and Sublease**

The Construction Services Agreement and the Contract Documents as defined therein, including the Sublease, are incorporated by reference herein in their entirety as if fully set forth herein.

**SITE LEASE AGREEMENT**

**SECTION 19. Binding Effect**

This Site Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**SECTION 20. Entire Agreement**

This Site Lease, the Sublease, the Construction Services Agreement and the additional Contract Documents as defined in the Construction Services Agreement constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided herein or in Section 10 of the Construction Services Agreement.

**SECTION 21. Execution in Counterparts**

This Site Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

**SECTION 22. Indemnification**

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions incorporated into the Construction Services Agreement.

**SECTION 23. Applicable Law**

This Site Lease shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

**SECTION 24. Headings**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

**SECTION 25. Time**

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



**SITE LEASE AGREEMENT**

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

**CONTRACTOR**

Edwards Construction Group, Inc.

By: \_\_\_\_\_

Brad Edwards  
Title: President

Date: \_\_\_\_\_

**THE DISTRICT**

Oxnard School District,  
a California school district

By: \_\_\_\_\_

Melissa Reyes  
Title: Director, Purchasing

Date: \_\_\_\_\_

**SITE LEASE AGREEMENT**

**EXHIBIT A**

**Legal Description of Site**

To be provided during  
design

## **Amendment No. 001 to Construction Services Agreement No. 24-115**

The Construction Services Agreement No. 24-115 (“Agreement”) entered into on September 18, 2024, by and between the Oxnard School District (“District”) and Edwards Construction Group (“Contractor”), is hereby amended by the parties as set forth in this Amendment No. 001 to the Construction Services Agreement No. 24-115 (“Amendment”) that is incorporated herein for all purposes.

### **RECITALS**

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Ritchen Elementary School Modernization Project for the District’s Master Construct and Implementation Program;

WHEREAS, the District operates Ritchen Elementary School located at 2200 Cabrillo Way, Oxnard, CA 93030 (hereinafter referred to as the “School Facility”); and

WHEREAS, the District desires to construct new improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 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 Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Edwards Construction Group to construct thru the completion and occupancy of the Ritchen Modernization Project;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

**AMENDMENT**

The Parties agree to add the following language to SECTION 1 of the 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 attached.

The Parties agree to add the following language to Section 5 of the Agreement:

The GMP for the Project shall be **Six Million Three Hundred Ninety-Eight Thousand Two Hundred Thirty-Five Dollars and No Cents (\$6,398,235.00)**. The GMP consists of Sublease Payments in the amount of **\$54,506.06** per month for **6** months for a total lease value of **Three Hundred Twenty Thousand Dollars and No Cents (\$320,000.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

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 herewith.

The Parties agree that all other provisions of the Services Agreement No. 24-115 entered into and executed by the Parties on August 23, 2024 remain in full force and effect. Provider agrees that any provisions, limitations and exclusions in its proposal are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 001 and represented that each has authority to do so on the dates set forth below:

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Melissa Reyes, Director, Purchasing

\_\_\_\_\_  
Date:

**EDWARDS CONSTRUCTION GROUP:**

By: \_\_\_\_\_  
Brad Edwards, President

\_\_\_\_\_  
Date:

## **EXHIBIT A**

### **Scope of Work (Plans & Specifications)**

Ritchen Elementary School – 2200 Cabrillo Way Oxnard CA 93030

Plans and Specifications as prepared by Arcadis. DSA Application  
Number 03-121078. DSA file number 56-22

**SUBLEASE**

This Sublease (hereinafter referred to as the “Sublease”) is entered into this 20<sup>th</sup> day of November, 2024, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the “District”) as lessor, and Edwards Construction Group, Inc., with its principal place of business at 991 Bennett Avenue, Arroyo Grande, CA 93420 (hereinafter referred to as “Contractor”) as sub-lessor.

**RECITALS**

WHEREAS the District deems it essential for its own governmental purpose to finance the installation and construction of certain public improvements more fully described in **Exhibit A** to that certain Construction Services Agreement between the District and Contractor dated the date hereof (the “Project”) situated at Ritchen Elementary School, 2200 Cabrillo Way, Oxnard, CA 93030, within the District as more fully set forth in Exhibit A of the site lease between the District and Contractor dated the date hereof (the “Site Lease”) (The land and the real property improvements described in the Site Lease and the Construction Services Agreement are herein collectively referred to as the “Site”); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, pursuant to Section 17406 of the California Education Code, the District is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the District pursuant to the terms of this Sublease; and

WHEREAS, the District and Contractor agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in **Exhibit A** of this Sublease which is incorporated by this reference.

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

**SECTION 1. Sublease**

Contractor hereby leases from and subleases to the District, and the District hereby leases to and subleases from Contractor, the Site including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the term of this Sublease.

**SECTION 2. Term**

(a) The term of the Sublease (the “Term”) shall become effective upon the authorized execution of this Sublease and shall terminate twelve months after the earlier of the following two events:

- (1) The date the District takes beneficial occupancy of the final phase of the Project; or
  - (2) The date of substantial completion, as defined in Article 7.2.2 of the General Conditions.
- (b) The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:
- (1) An Event of Default by the District as defined herein and Contractor's election to terminate this Sublease as permitted herein; or
  - (2) An Event of Default by Contractor as defined herein and the District's election to terminate this Sublease as permitted herein; or
  - (3) Consummation of the District's purchase option pursuant to Section 20 of this Sublease.

**SECTION 3. Representations and Warranties of the District**

The District represents and warrants to Contractor that:

- (a) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party by which it or its property is bound.
- (b) The Project and the Site are essential to the District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease.
- (c) The District will take such action as may be necessary to include all Tenant Improvement Payments and Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Tenant Improvement Payments and Sublease Payments.
- (d) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.
- (e) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and, further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site is maintained under the Sublease.

**SECTION 4. Representations and Warranties of Contractor**

Contractor represents and warrants to the District that:

OSAD Agreement #24-167

(a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Sublease.

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Tenant Improvement Payments or Sublease Payments hereunder, except as permitted herein.

(f) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been identified during the site-visit in accordance with the indemnification contained in the General Conditions.

(g) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

**SECTION 5. Construction/Acquisition**

(a) The District has entered into a Construction Services Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project as well as the obligations under this Sublease are determined by the Guaranteed Maximum Price as determined in Section 5 of the Construction Services Agreement.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Tenant Improvement Payments and Sublease Payments which become due to Contractor under this Sublease, provided however that the District shall not be required to appropriate said funds in the event that the District determines in good faith that exigent circumstances have arisen that require District to reduce its budget and not appropriate funds for the payments required hereunder. Any such failure to appropriate funds in any year subsequent to the initial year of this



Sublease shall be deemed a termination for convenience and shall be subject to the provisions of the General Conditions.

**SECTION 6. Payments**

(a) The District shall pay Contractor the Tenant Improvement Payments and the Sublease Payments as set forth in **Exhibit A** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.

(b) If the District determines that the work is delayed so that Contractor shall not be able to deliver the work pursuant to the construction schedule required by the Construction Services Agreement (the "Construction Schedule"), the District shall be entitled to withhold a reasonable amount from the Tenant Improvement Payments and/or the Sublease Payments then due to cover the damages for delay. Once the District has determined that the work has been performed pursuant to the approved construction schedule, the District shall be obligated to release any funds withheld pursuant to this Paragraph.

(c) The obligation of the District to pay Tenant Improvement Payments and the Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the District.

**SECTION 7. Fair Rental Value**

The Tenant Improvement Payments and the Sublease Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term of this Sublease. The parties hereto have agreed and determined that such total Tenant Improvement Payments and Sublease Payments are not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the obligations under the Construction Services Agreement, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement and which do not interfere with Contractor's work on the Project and the Site.

**SECTION 8. Sublease Abatement**

In addition to delay of payments provided in Section 6, above, Tenant Improvement Payments and Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of

possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of the Tenant Improvement Payments and the Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Tenant Improvement Payments and the Sublease Payments paid by the District during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

### **SECTION 9. Use of Site and Project**

During the Term of this Sublease, Contractor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The District will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Contractor shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

### **SECTION 10. Contractor's Inspection/Access to Site**

The District agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 16 of this Sublease. The District further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the District to perform its obligations hereunder.

### **SECTION 11. Project Acceptance**

The District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in

accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

**SECTION 12. Alterations and Attachments**

All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Section 20 hereof. Separately identifiable additions and improvements added to the Project by the District shall remain the property of the District. At Contractor's request, the District agrees to remove the additions and improvements and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

**SECTION 13. Physical Damage; Public Liability Insurance**

Contractor and the District shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them herein and by the Construction Services Agreement

**SECTION 14. Taxes**

The District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

**SECTION 15. Events of Default**

The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the District fails to make any unexcused Tenant Improvement Payment or Sublease Payment (or any other payment) within 30 days after the due date thereof; (b) the District or Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under any of the Contract Documents (as that term is defined in the Construction Services Agreement), and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other party; (c) the discovery by a party that any statement, representation or warranty made by the other party in this Sublease, or in the Contract Documents (as that term is defined in the Construction Services Agreement), or in any document ever delivered by that other party pursuant hereto or in connection herewith is misleading or erroneous in any material respect; or (d) a party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the party or of all or a substantial part of its assets, or a petition for relief is filed by the party under federal bankruptcy, insolvency or similar laws.

**SECTION 16. Remedies on Default**

Upon the happening of any Event of Default, the non-defaulting party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Tenant Improvement Payments or the Sublease Payments that fall due in future Sublease periods or otherwise declare any Tenant Improvement Payment or Sublease Payments not then in default to be immediately due and payable. Upon the occurrence of an Event of Default, the non-breaching party may elect to terminate this Sublease in accordance with the provisions contained in the General Conditions. Termination of the Construction Services Agreement shall trigger the termination of the Site Lease and this Sublease.

**SECTION 17. Non-Waiver**

No covenant or condition to be performed by the District or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the District or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

**SECTION 18. Assignment**

Without the prior written consent of Contractor, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq.* Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the District shall pay all Tenant Improvement Payments and Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

**SECTION 19. Ownership**

The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein.

**SECTION 20. Sublease Prepayments/Purchase Option**

(a) Sublease Prepayments. At any time during the Term of this Sublease, the District may make Sublease Prepayments to the Contractor of the Tenant Improvement Payments and/or Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the District in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed up to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Tenant Improvement Prepayments and Sublease Payments previously made by the District to Contractor; (2) all Sublease Prepayments previously made by the District to the Contractor; (3) all amounts previously retained pursuant to Section 20(a)(3), below, from Sublease Prepayments previously made by the District to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 20(a)(3)); and (4) the retention for such Sublease Prepayment pursuant to Section 20(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 20(a)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 20(b), below, shall be adjusted accordingly.

(1) In the event that the District elects to make a Sublease Prepayment, the following are conditions precedent to the District's delivery of such Sublease Prepayments to Contractor pursuant to a request of Contractor:

(A) Satisfactory progress of the construction of the Project pursuant to the Time Schedule shall have been made as determined in accordance therewith.

(B) Contractor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all sub-contractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project Site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project Site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that Contractor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the District.

(2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the District in accordance with the General Conditions. If the District determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's

Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.

(3) The District shall retain an amount equal to 5% of each Tenant Improvement Payments (“retention”) made at Contractor’s request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the District, pursuant to the provisions of Public Contract Code Section 22300.

(b) If the District is not in default hereunder, the District shall have the option to purchase not less than all of the Project in as-is condition upon delivery of the Prepayment Price as defined herein. The Prepayment Price at any given time shall be an amount equal to the final GMP, as it may be revised from time to time, less the sum of any Tenant Improvement Payments, Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section. The District may thereupon terminate this Sublease and Contractor shall deliver such deeds, bills of sale, assignments, releases or other instruments as District may reasonably require to reflect the transfer of all of Contractor’s interest in the Project. Following the closing of the District’s purchase option, the District shall retain all rights to any claim or warranty arising under the Construction Services Agreement.

**SECTION 21. Indemnification**

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions during the course of construction.

**SECTION 22. Construction Services Agreement and Site Lease**

The Construction Services Agreement and the Contract Documents as defined therein, including the Site Lease, are incorporated by reference herein in their entirety as if fully set forth herein.

**SECTION 23. Severability**

If any one or more of the terms, covenants or conditions of this Sublease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Sublease shall be affected thereby, and each provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 24. Entire Agreement**

The Contract Documents enumerated in paragraph C of Section 1 of the Construction Services Agreement, which include this Sublease, constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

**SECTION 25. Notices**

Any notices or filings required to be given or made under this Sublease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Edwards Construction Group, Inc.  
991 Bennett Avenue  
Arroyo Grande, CA 93450  
Attn: Brad Edwards, President

If to the District:

Oxnard School District  
1051 South A Street,  
Oxnard, CA 93030  
Attn: Dr. Ana DeGenna, Superintendent

With a copy to Gerald Schober  
Vice President, Implementation Services  
Caldwell Flores Winters, Inc.  
521 N. 1<sup>st</sup> Avenue  
Arcadia, CA 91006

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

**SECTION 26. Titles**

The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Sublease.

**SECTION 27. Time**

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

**SECTION 28. Applicable Law**

This Sublease shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the

Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

**SECTION 29. Execution in Counterparts**

This Sublease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

**SECTION 30. District Insurance**

During the period after tenant improvement completion and beneficial occupancy of the Project and before the end of the Term, the District shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from the District's operations of the Site and for which the District may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the District's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the District's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the District, or (b) by another person; and (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such insurance shall be in the coverage amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance policy required of the District hereunder shall also name Contractor as an additional insured as its interests may appear. Such insurance shall be deemed to be primary and non-contributory with any policy maintained by Contractor and any policy or coverage maintained by Contractor shall be deemed to be excess over such insurance maintained by District.

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

CONTRACTOR

THE DISTRICT

Edwards Construction Group, Inc.

Oxnard School District,  
a California school district

By: \_\_\_\_\_

By: \_\_\_\_\_

Brad Edwards

Melissa Reyes

Title: President

Title: Director, Purchasing

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A

### PAYMENT PROVISIONS

Tenant Improvement Payments and the Sublease Payments shall be paid monthly and the total of the Tenant Improvement Payments and the Sublease Payments made shall not exceed the amount of the GMP as defined in Section 5 of the Construction Services Agreement. Each month Contractor shall provide the District with an itemized summary (in accordance with the provisions set forth in the Project Manual) indicating the percentage of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager.

The District shall pay Contractor in accordance with the procedures set forth in the Construction Services Agreement, the Project Manual and the portion of the GMP set forth as the Tenant Improvement Payments in accordance with Section 5 of the Construction Services Agreement, based on the amount of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager according to the approved Schedule of Values, less the retention applicable to said payment all in accordance with the procedures set forth in the Construction Services Agreement and/or the Project Manual.

The District shall pay Contractor Sublease Payments in the amount of **FIFTY-FOUR THOUSAND FIVE HUNDRED SIX DOLLARS AND SIX CENTS (\$54,506.06)** per month. The Sublease payments shall be consideration of the District's rental, use, and occupancy of the Project and the Site; the Sublease Payments shall include the portion of the Construction Costs financed by Contractor. The Sublease Payments shall commence with the Site Lease execution and continue for a total of **SIX (6)** months.

**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 18<sup>th</sup> day of September, 2024, 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 Edwards Construction Group, Inc. (Contractor) which is a contractor licensed by the State of California, with its principal place of business at 991 Bennett Avenue, Arroyo Grande, CA 93420 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Ritchen Elementary School, located at 2200 Cabrillo Way, Oxnard, CA 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **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

**OSD AGREEMENT # 24-115**

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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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School Modernization Project

September 18, 2024

**OSD AGREEMENT # 24-115**

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

**OSD AGREEMENT # 24-115**

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 **TO BE DETERMINED (\$X.XX)** The GMP consists of (1) a Preconstruction Fee in the amount of **THIRTY NINE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$39,500.00)**. (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 a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin, and the Contractor will proceed with 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 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.

## **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.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School Modernization Project

September 18, 2024

**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



**OSD AGREEMENT # 24-115**

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.
- 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.

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- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

**SECTION 10. EXTRA WORK/MODIFICATIONS**

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with

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**OSD AGREEMENT # 24-115**

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 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.

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**SECTION 11. NOT USED**

**SECTION 12. PERSONNEL ASSIGNMENT**

- A. Contractor shall assign Nick Cramer as Project Manager for the Project. So long as Nick Cramer 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. The Project Manager is not an exclusive position and does not preclude any other parallel assignment within or outside the District.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

**SECTION 13. BONDING REQUIREMENTS**

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

**SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not

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to exceed one hundred fifty percent (150%) of the disputed amount.

- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

**SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY**

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

**SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

**SECTION 17. USE OF PREMISES**

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

**SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location,

accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

**SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with

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respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

**SECTION 20. INDEPENDENT CONTRACTOR**

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
  
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

**SECTION 21. ACCOUNTING RECORDS**

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

**SECTION 22. PERSONAL LIABILITY**

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

**SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be

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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:

Edwards Construction Group, Inc.  
991 Bennett Avenue  
Arroyo Grande, CA, 93420  
Attn: Brad Edwards, President

If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030  
Attn: Dr. Ana DeGenna, Superintendent

With a copy to:

Gerald Schober  
Vice President  
Implementation Services  
Caldwell Flores Winters, Inc.  
521 N. 1<sup>st</sup> Avenue  
Arcadia, CA 91006

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 (5<sup>th</sup>) 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

Edwards Construction Group, Inc.

By: Brad Edwards

Brad Edwards  
Title: President

Date: 8/26/2024

THE DISTRICT

Oxnard School District,  
a California school district

By: Melissa Reyes

MELISSA REYES  
Title: DIRECTOR, PURCHASING

Date: 9/24/24

**EXHIBIT A**

Scope of Work (Plans & Specifications)

To be Designed

## EXHIBIT B

### Oxnard School District

#### 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 Thirty Nine Thousand Five Hundred Dollars and No Cents (\$39,500.00) 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.



OSD AGREEMENT # 24-115

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

Edwards Construction Group, Inc.

By: Brad Edwards

Brad Edwards  
Title: President

Date: 8/26/2024

THE DISTRICT

Oxnard School District,  
a California school district

By: Melissa Reyes

MELISSA REYES  
Title: DIRECTOR, PURCHASING

Date: 9/24/24

**EDWARDS**

RFQ/P LEASE LEASE-BACK PRECONSTRUCTION AND  
CONSTRUCTION SERVICES FOR RITCHEN ELEMENTARY  
SCHOOL MODERNIZATION PROJECT

# Ritchen Elementary School Modernization Project

A Proposal by Edwards Construction Group, Inc. | Lic No. 1057451

*Oxnard School District*



## ATTENTION

Oxnard School District  
Board of Directors

August 2, 2024

C/O Caldwell Flores Winters, Inc.  
521 N. 1st Avenue  
Arcadia, CA 91006





August 2, 2024

Oxnard School District  
C/O Caldwell Flores Winters, Inc.  
521 N. 1st Avenue  
Arcadia, CA 91006

**Subject: RFQ/P Lease Lease-Back Preconstruction and Construction Services for Ritchen Elementary School Modernization Project**

Dear Oxnard School District, Teachers, Staff, Caldwell Flores Winters, Inc., and the Oxnard Community,

I would like to offer our sincere thanks to you and to all Oxnard District members who will benefit from this enhancement of facilities for our young learners. This is a wonderful opportunity for our teams to join in collaboration and build something great for your students and staff. It is my honor and privilege as President to introduce Edwards Construction Group for your Lease-Leaseback services.

Edwards is a family-owned legacy construction firm servicing Central and Southern California, dating back to 1985. My father and grandfather led this generation to build education facilities in the best manner possible, using the best people and the best resources, both in equipment and technology, to establish the most efficient and effective way to build according to a fool-proof design, with quality results within a controlled cost and schedule. Our relationship to CFW and our clients is a testament to our committed people working to accommodate our clients with full attention and professionalism. We are deeply committed to do whatever it takes to serve clients that share similar values and we have no doubt that we will perform and exceed your expectations as an experienced Lease Lease-back builder.

We have worked with CFW on several of our most high-profile projects. We have delivered more than \$150 million in education projects. We have an expansive knowledge base of the Lease-Leaseback delivery method DSA Public Education construction programs developed on existing occupied campuses delivered in multiple phases and/or sequences. Under our management, this transitional construction process will be seamless and according to plan. We have this method down to a science, and our advanced technology resources, some created and adapted by our own people, will alleviate obstacles and improper planning. Our strategy is clear and 100% objectively transparent to the District, CFW, the selected architect, and we will take initiative at every corner to push this project forward in the most professional manner.

Our team has thoroughly reviewed the project information and plans available and are prepared to work with the District and its Architects to optimize the project cost, timeline and construction outcomes with a major focus on the minimalization if impact to students studying on an active campus as well as the community around it. Strategic and efficient phasing, cost savings in a modern, low-voltage backbone and a thorough material specification review to hawkishly seek out cost saving opportunities are just some of the value engineering concepts we hope to bring to this project.

Myself and our team thank you for your consideration of our proposal and we look forward to working with Oxnard School District, its Board, its Architect and all other stakeholders.

Sincerely,

Brad Edwards  
President  
Edwards Construction Group, Inc.  
be@edwardscongroup.com

**EDWARDS  
CONSTRUCTION  
GROUP**

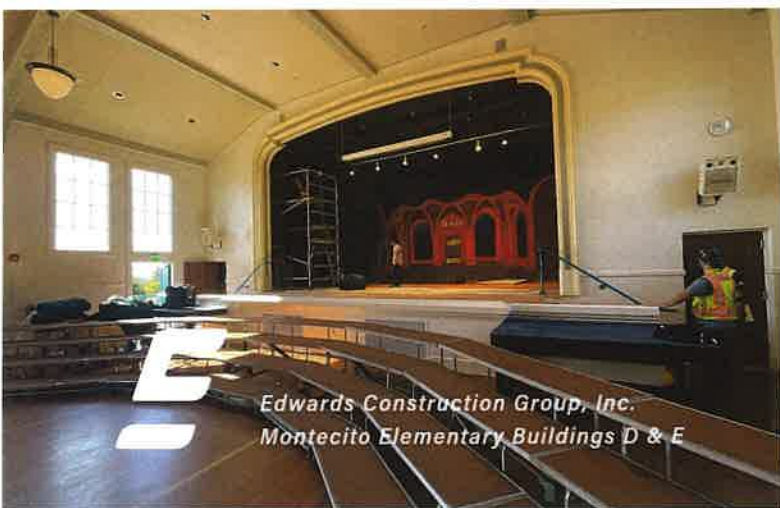
LIC No. 1057451

991 Bennett Ave.  
Arroyo Grande, CA 93420  
805.335.1161  
weareedwards.com



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**A**  
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Edwards Construction Group, Inc.  
Montecito Elementary Buildings D & E

# Relevant Project References

## MONTECITO ELEMENTARY BUILDING D & E REMODEL

|                        |  |                        |                 |
|------------------------|--|------------------------|-----------------|
| <b>Delivery Method</b> | Lease-Leaseback  | <b>Architect</b>       | RNT Architects  |
| <b>Owner</b>           | Montecito Union School District<br>385 San Ysidro Rd., Santa Barbara, CA 93108 | <b>Total Price</b>     | \$14,062,804.37 |
| <b>Contact</b>         | Anthony Ranii, 805-969-3249 Ext. 400   | <b>Start Date</b>      | June, 2022      |
|                        |  | <b>Completion Date</b> | October, 2024   |

Montecito Elementary School's Buildings D and E required restoration and revitalization to meet current safety, accessibility, and educational standards. The scope of this project included several key elements, starting with site work to accommodate eight temporary classrooms. In addition, Buildings D and E required a comprehensive renovation. This renovation encompassed various critical aspects, such as bringing the buildings up to code for fire safety, electrical systems, plumbing, and HVAC, as well as improving accessibility to meet ADA standards. Hazardous materials abatement, including the removal of lead and asbestos, ensured a safe and healthy environment. Moreover, there was an emphasis on updating windows and doors to meet current code requirements.

For Building D, two elevators were installed to enhance accessibility across multiple levels, and various spaces within the school, including classrooms, the auditorium, and administrative offices, benefited from these improvements. Building E, dedicated to kindergarten and first-grade classrooms, underwent enhancements to support young learners effectively. This comprehensive project reflected the school's commitment to providing a safe, inclusive, and conducive educational space for its students and staff.

This project is in its final stages and set for completion in October of 2024.

## VIEJA VALLEY ELEMENTARY SCHOOL ALTERATIONS

|                        |  |                        |                      |
|------------------------|--|------------------------|----------------------|
| <b>Delivery Method</b> | Public Bid   | <b>Architect</b>       | KBZ Architects, Inc. |
| <b>Owner</b>           | Hope Elementary School District<br>3970 La Colina Rd Ste 14, Santa Barbara, CA 93110 | <b>Total Price</b>     | \$6,100,140.72       |
| <b>Contact</b>         | Fernando Garcia , 805-742-3256   | <b>Start Date</b>      | November, 2022       |
|                        |  | <b>Completion Date</b> | November, 2024       |

The Vieja Valley Elementary School Alterations project aims to enhance the school's infrastructure, ensuring a safe, modern, and conducive environment for education. This project is comprehensive, involving multiple aspects of renovation and replacement across various buildings on the school site. This more than six million dollar project is in its final stages of construction, is on time, and is set to be completed in November 2024.

The project's primary focus is the replacement of existing roofing, walkways, windows, and aluminum storefronts at several buildings, alongside significant HVAC replacements and alterations to existing restroom facilities. Specifically, the roofing replacements cover Buildings A, B, C, D, E, F, and the Library, including the covered walkways, to ensure structural integrity and weather resilience.

In addition to the roofing work, the project entails replacing windows and aluminum storefronts at the same set of buildings—Buildings A, B, C, D, E, F, and the Library. This upgrade aims to improve energy efficiency and enhance the overall aesthetic appeal of the school buildings. The HVAC systems at Buildings A, B, C, D, E, and F are entirely replaced, with new condensing units installed on the roofs to ensure efficient climate control and air quality. The Library building undergoes partial HVAC replacement to optimize its heating and cooling systems. Alterations to the staff and student restrooms are carried out in Buildings A, C, and F. These alterations include updating fixtures, improving accessibility, and ensuring compliance with current safety and health standards.

This comprehensive project reflects Vieja Valley Elementary School's commitment to maintaining a high standard of facilities for its students and staff. The renovations aim to create a comfortable, safe, and modern learning environment, supporting the school's educational mission and the well-being of its community.

# Relevant Project References

## LOMPOC ELEMENTARY KINDERGARTEN CLASSROOM (3 SCHOOLS)

|                        |   |                        |                  |
|------------------------|---|------------------------|------------------|
| <b>Delivery Method</b> | Lease-Leaseback   | <b>Architect</b>       | 19six Atchitects |
| <b>Owner</b>           | Lompoc unified School District<br>1301 North A Street, Lompoc, CA 93436 | <b>Total Price</b>     | \$9,069,900.10   |
| <b>Contact</b>         | Nilufer Jorgenson, 805-742-3256   | <b>Start Date</b>      | August, 2023     |
|                        |   | <b>Completion Date</b> | September, 2024  |

The Lompoc Elementary School project is a district-wide initiative covering four sites: Leonora Fillmore, La Canada, Clarence Ruth, and Arthur Hapgood Elementary Schools. This project involves constructing modular classrooms that meet Title 5 requirements for Transitional Kindergarten (TK) and Kindergarten (K), ensuring top-notch educational facilities. Each classroom is designed to meet Title 5 TK/K standards, offering at least 1,350 square feet of adaptable space. They feature 21st-century enhancements, including mobile, flexible furnishings, multiple display monitors, floor-to-ceiling whiteboards, and comprehensive wireless connectivity to support modern teaching methods.

The project began with detailed preconstruction services, providing DSA pre-checked designs to the architect and analyzing the feasibility of prefabrication. Thorough reviews of the design and support documentation ensured constructability, clarity, and consistency, while value-engineering analysis maintained budget and specifications. Detailed cost estimates and expedited design reviews were provided to incorporate necessary modifications.

During construction, the focus was on efficient execution. The modular classrooms were constructed with precision, adhering to the design. Coordination of record drawings and specifications, along with compiling operations and maintenance manuals, warranties, and certificates, ensured comprehensive documentation.

## SANTA MARIA HIGH SCHOOL CTE MODERNIZATION

|                        |  |                        |              |
|------------------------|--|------------------------|--------------|
| <b>Delivery Method</b> | Public Bid   | <b>Total Price</b>     | \$5,766,536  |
| <b>Owner</b>           | Santa Maria Joint Union School District<br>2560 Skyway Drive Santa Maria, CA 93455 | <b>Start Date</b>      | April, 2024  |
| <b>Contact</b>         | Gary Wuitshick, 805-922-4573, ext. 4805  | <b>Completion Date</b> | August, 2024 |

This project at 901 S Broadway, Santa Maria, involved comprehensive renovations to enhance functionality and support modern educational needs. The \$5.7 million project was completed in Spring 2024. The scope included removing and replacing Building 500's roof and exterior painting. Renovations targeted specific rooms: 510 Welding Shop, 511 Agriculture Mechanical Shop, 512 Systems Diagnostic (Auto Shop), and 513 Systems Diagnostics (Auto Shop).

Room 510 underwent significant upgrades with new welding booths, equipment, and tools. The work involved demolition, general construction, ceiling, lighting, electrical, mechanical, plumbing upgrades, door replacements, and new finishes. Room 511 saw similar upgrades to support modern equipment and tools, including roofing replacements. Rooms 512 and 513 received comprehensive upgrades to align with 21st-century educational needs, encompassing demolition, general construction, ceiling, lighting, electrical, mechanical, and plumbing upgrades, along with door and roofing replacements. Support rooms were similarly enhanced for consistency across the facility.

Edwards Construction Group Inc. leveraged its experience to navigate the complexities of renovating educational spaces. Our approach prioritized thorough planning and attention to detail, ensuring alignment with the client's requirements and budget constraints. Collaborating closely with stakeholders and employing innovative construction techniques, we delivered a revitalized CTE facility that meets the evolving needs of Santa Maria High School. Our commitment to excellence and quality craftsmanship drives our efforts to transform outdated classrooms into modern learning environments conducive to student success.



# Relevant Project References

## ERNEST RIGHETTI HIGH SCHOOL CTE MODERNIZATION

|                        |  |                        |                |
|------------------------|--|------------------------|----------------|
| <b>Delivery Method</b> | Public Bid   | <b>Total Price</b>     | \$2,722,788.00 |
| <b>Owner</b>           | Santa Maria Joint Union School District<br>2560 Skyway Drive Santa Maria, CA 93455 | <b>Start Date</b>      | April, 2023    |
| <b>Contact</b>         | Gary Wuitshick, 805-922-4573, ext. 4805  | <b>Completion Date</b> | August, 2023   |

Located at 941 East Foster Road, Santa Maria, CA, the project entailed comprehensive upgrades to enhance functionality and support modern educational requirements. This was roughly a 2.7 million dollar project and was completed in the Spring of 2024.

Central to the scope of work was the removal and replacement of the complete Building J roof, coupled with the exterior painting of Building J. Additionally, the project included the renovation of specific rooms, namely room 401 Welding Shop and room 406 Agriculture Construction. Room 406, Agriculture Construction, required upgrades to align with 21st-century educational standards, encompassing demolition, general construction, ceiling, lighting, electrical, mechanical, and plumbing enhancements. Similar upgrades extended to associated support rooms 406A – 406D, ensuring consistency across the facility.

The renovation of the Welding Shop in room 401 involved select demolition, general construction, minor structural upgrades, and various mechanical and plumbing enhancements. Our approach prioritized the seamless integration of modern equipment and tools while ensuring structural integrity and compliance with safety standards. Room 406, Agriculture Construction, underwent a transformation to meet the evolving needs of the curriculum. Our team executed a comprehensive scope of work, including demolition, general construction, and upgrades to lighting, electrical, mechanical, and plumbing systems. These enhancements aimed to create an environment conducive to hands-on learning and skill development in agriculture-related fields.

## SOLVANG ELEMENTARY CULINARY ARTS BUILDING & SITE IMPROVEMENTS

|                        |  |                        |                  |
|------------------------|--|------------------------|------------------|
| <b>Delivery Method</b> | Public Bid   | <b>Architect</b>       | RRM Design Group |
| <b>Owner</b>           | Solvang Elementary School District<br>565 Atterdag Rd. Solvang, CA 93463 | <b>Total Price</b>     | \$3,133,102      |
| <b>Contact</b>         | Mike Biron, 805-688-4810   | <b>Start Date</b>      | December, 2021   |
|                        |  | <b>Completion Date</b> | September, 2022  |

From the outset, our team worked diligently with the Solvang School District and RRM Design to deliver this project on time and on budget. The project scope was vast and encompassed every facet of construction. We meticulously orchestrated the site improvements, which included extensive grading and the installation of utility infrastructure to ensure seamless operations. The foundation of the new building was expertly laid in concrete, providing a solid base for the culinary arts learning center. The wood and steel framing, coupled with exterior cement plaster, masonry veneer, a striking curtain wall, and a durable standing seam metal roof, seamlessly integrated modern aesthetics with structural integrity. Inside, our team painstakingly attended to interior finishes, ensuring that the learning spaces exuded functionality and sophistication. Mechanical, electrical, and plumbing systems were installed with precision, guaranteeing that the building would operate efficiently and sustainably for years to come. The crowning touch was the state-of-the-art kitchen equipment, setting the stage for the aspiring chefs who would hone their culinary skills within these walls.

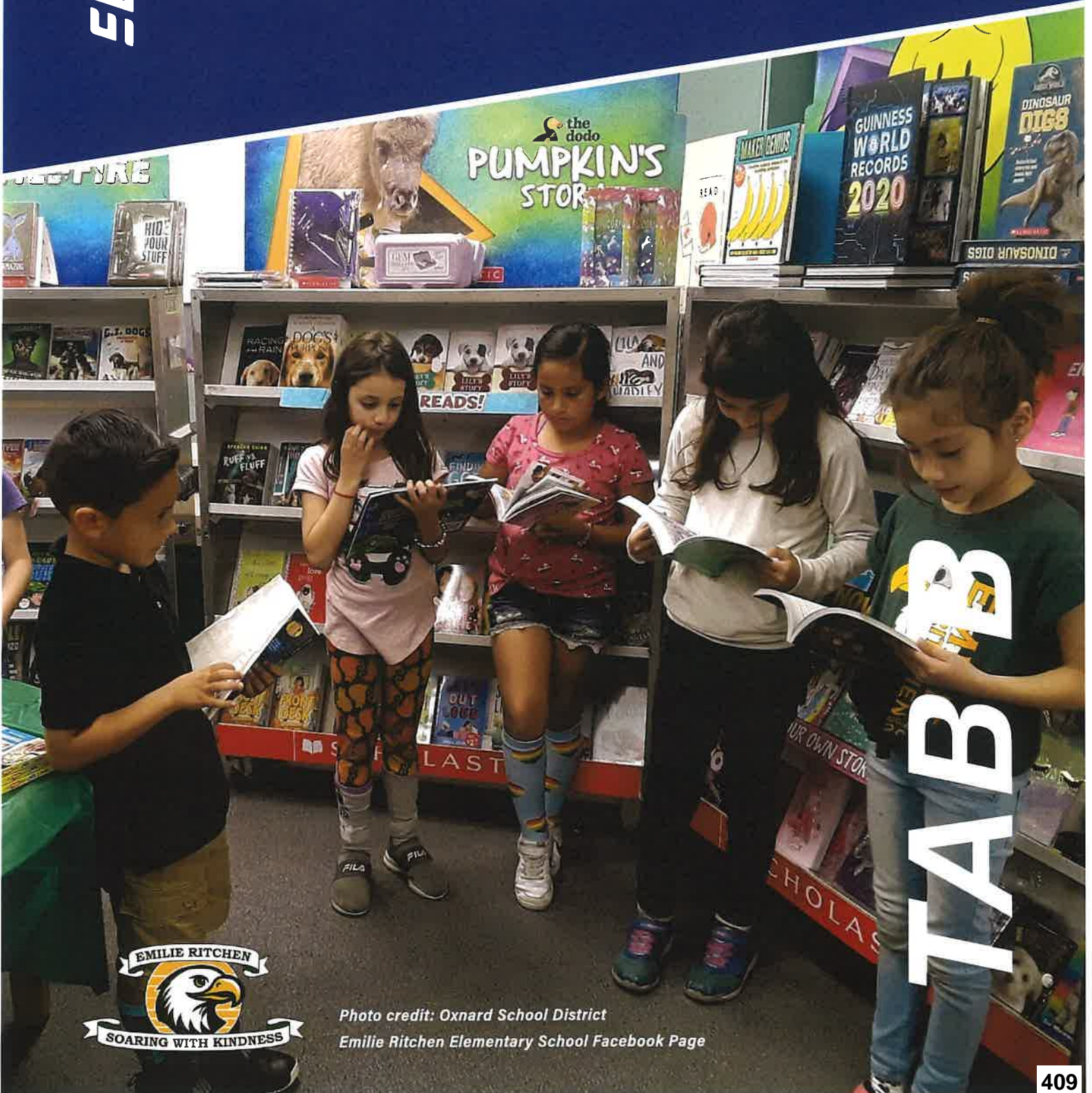
We transformed the upper campus courtyard into a welcoming oasis. This involved the demolition of existing courtyard elements, making way for new storm drainage utility infrastructure to enhance safety and functionality. Paving and landscaping breathed life into the courtyard, creating a serene atmosphere for students and faculty alike. Site walls, gates, and fencing were thoughtfully designed and erected to provide security while maintaining an open, inviting feel. Two shade structures and an array of exterior furniture systems completed the transformation.



**Team**

**TAB B**

**FIRM DESCRIPTION  
ORGANIZATIONAL CHART  
PROPOSED TEAM**



*Photo credit: Oxnard School District  
Emilie Ritchen Elementary School Facebook Page*

# Firm Description

## EDWARDS CONSTRUCTION GROUP, INC.

Edwards Construction Group, Inc., is headquartered in Santa Maria with a regional office in San Diego and employs now more than seventy (70) industry professionals. We have decades of experience in providing exemplary preconstruction and construction services via Lease-Leaseback methodology throughout Central and Southern California.

Under the direction of Presidents Brad and Ryan Edwards, our personnel management team consists of an executive team that oversees Design/Preconstruction, Estimating at every phase, Value Engineering, Project Management, Project Supervision, Quality Control, Technology, BIM/Virtual Design & Construction (VDC), Surveying, and our Self-Perform Crew. Edwards has fostered many long-lasting professional relationships with numerous architects, engineers, contractors, construction managers, owners, DSA/IOR personnel, and Districts.

Edwards Construction Group, Inc. focuses primarily on DSA public school construction projects of any size, acting as a general contractor and Lease Leaseback service provider. Key management personnel reside in Santa Barbara and San Luis Obispo Counties, which allows us to provide adequate oversight and coverage for this particular project.

By management category, we employ a large team of in-house estimators, project managers, engineers, construction managers, foreman, and tradespersons that we call on to assist in the delivery of design/preconstruction and construction services. Our Self-Perform capabilities alleviate any potential hurdles for utilities and foundation work. We control the work at each stage and can mitigate risk above and beyond others, thus providing an accelerated schedule at a minimal cost to the district.

## EDWARDS CONSTRUCTION GROUP, INC.

At Edwards Construction Group, Inc., our firm culture and DNA are defined by our unwavering commitment to excellence, driven by our core pillars of self-performance, technological integration, and client involvement. These foundational principles shape every aspect of our approach to construction management, ensuring superior outcomes and lasting legacies for our clients and partners.

Our philosophy for building teams, people, partnerships, and legacies revolves around fostering a culture of innovation, collaboration, and continuous improvement. We recognize that our success is built upon the collective expertise and dedication of our team members, and we invest heavily in their professional development and growth. Through ongoing training, mentorship programs, and opportunities for advancement, we empower our employees to excel in their roles and contribute meaningfully to the success of each project.

Additionally, we place a strong emphasis on cultivating long-term partnerships with architects, engineers, subcontractors, and clients based on mutual respect, trust, and shared goals. By working collaboratively and transparently with all stakeholders, we build strong relationships that endure beyond individual projects, laying the foundation for future success and growth.

At the staff level, we cultivate our culture through several specific methodologies and processes:

**Selective Hiring Process:** We prioritize hiring individuals who not only possess the requisite technical skills but also demonstrate a strong alignment with our company values and culture. By carefully selecting team members who share our commitment to excellence, integrity, and professionalism, we ensure a cohesive and high-performing workforce.

**Ongoing Training and Development:** We provide comprehensive training and development opportunities for our employees to enhance their skills, expand their knowledge, and stay abreast of industry trends and best practices. From technical skills training to leadership development programs, we invest in our team's growth and empower them to reach their full potential.

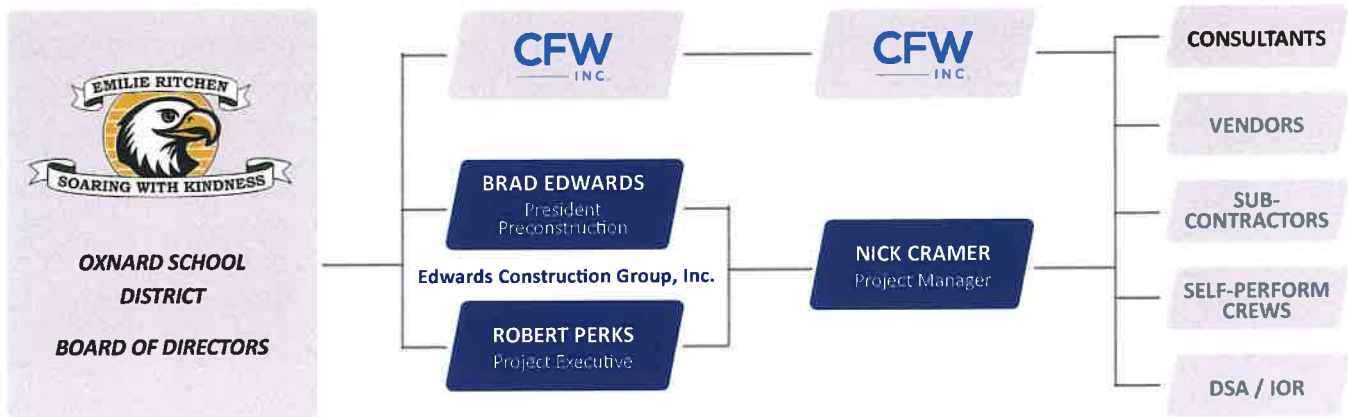
**Open Communication and Feedback:** We foster a culture of open communication and feedback, where every team member feels empowered to share ideas, raise concerns, and provide input on project decisions. Regular team meetings, one-on-one check-ins, and anonymous feedback mechanisms ensure that all voices are heard and valued.

# Organizational Chart

## PROJECT TEAM

Edwards Construction Group, Inc. is proud to present a project team with extensive and relevant experience, well-equipped to undertake the Ritche Elementary School Project. Our team's collective expertise spans various sectors, including K-12, community college, and higher education, and encompasses the successful delivery of over \$150 million dollars in construction projects over the past decade.

Edwards Construction Group, Inc.'s proposed team has executed both new construction and major renovation projects via the Lease Leaseback delivery method. We have established processes, are well-versed in the specific contract law, and understand the methodology deeply. Lease Leaseback project delivery is collaborative in nature. All personnel here are trained to practice team play, be open and honest in their communications, and uphold integrity from inception to completion on every project. We feel that the strength of our team in terms of experience, expertise, and character cannot be rivaled.



**EXPERIENCE AND EXPERTISE:** Our team members have personally managed and executed numerous projects comparable in scope and complexity to the Ritche Elementary School modernization project. With a proven track record in alternative procurement methods for both public agencies and private owners, we bring invaluable insights and strategies to ensure the project's success.

**INTEGRATED PROJECT DELIVERY:** We have extensive experience in integrated project delivery methods, including design assist, which aligns closely with the collaborative nature of the Oxnard School District and CFW, Inc. Our team understands the intricacies of establishing a Guaranteed Maximum Price (GMP) and has developed tried-and-true processes to navigate these methodologies effectively.

**DIVERSE BACKGROUNDS AND EXPERTISE:** Our project team is comprised of individuals with diverse backgrounds and specialized expertise, all of whom share a common commitment to excellence and integrity. With a focus on school construction, our team members have successfully planned and managed various facility types, including those found on active school campuses, demonstrating their ability to navigate complex environments while minimizing disruptions.

**SELF-PERFORMING CAPABILITIES:** As a self-performing general contractor, Edwards Construction Group, Inc. has the capability to execute major trade work in-house, including earthwork, underground utilities, site and structural concrete, and framing. This hands-on approach allows us to maintain greater control over quality, schedule, and costs, ensuring that the Ritche Elementary Project is delivered to the highest standards.

# Project Team

## **BRAD EDWARDS** *President, Preconstruction*

Oxnard School District and CFW, Inc. will have a direct connection to Brad and kept abreast of critical insight and build suggestions to help stakeholders to make informed decisions.

- Head of all company functions and oversight
- Estimating, constructability review, and GMP Lead
- Establishes GMP budget price for best value at every phase
- With over 25 years of experience, Brad Edwards excels in carpentry, estimating, and project management. He leads preconstruction efforts, establishing GMP budgets and ensuring owners' needs are met.
- Brad has estimated and developed budgets for projects ranging from small remodels to \$60-million new constructions, utilizing various estimating software programs and performing accurate takeoffs.
- Brad has extensive experience responding to public RFPs and RFQs and collaborates closely with local design professionals and owners, particularly in public works construction with school districts, county, and city agencies.

*Please see Attachment 1 in the Addendum for **Brad Edwards' Resume.***

## **ROBERT PERKS** *Project Executive*

Robert will devote his time to ensuring that each step taken in every process is performed in consideration with the needs of the project and schedule.

- Primary direct construction management interface to all stakeholders
- Primary direct interface with Oxnard School District and CFW, Inc.
- Process review and schedule management
- Robert Perks has managed a broad spectrum of construction projects across the Central Coast, showcasing his adeptness at overseeing complex projects on active campuses and leading initiatives from bid to closeout.
- Robert successfully delivered the \$20 million Hueneme HS HVAC and Classroom Modernization project. He also spearheaded the Rio Del Sol STEAM Academy project, highlighting his expertise in innovative educational facilities.
- Robert managed local Ventura County projects, including assisted living facilities and multi-family mixed-use developments at Staples Construction. His role at The Penta Building Group involved constructing the Thacher School Creativity and Technology Building. His engineering background and certifications in LEED, OSHA, and construction practices equip him with a profound understanding of safety and sustainability standards.

*Please see Attachment 1 in the Addendum for **Robert Perks' Resume.***

## **NICK CRAMER** *Project Manager*

Nick will work to ensure that all processes, trades, and work executed is being done so with the upmost quality and professionalism.

- Additional liaison for Oxnard School District and stakeholders
- Manages Quality Assurance and Quality Control Platform
- Nick has consistently demonstrated exceptional competence in managing Edwards Construction projects, showcasing his ability to meet high expectations and deliver successful outcomes.
- With a methodical approach and a knack for identifying and solving minutest details, Nick ensures accuracy and efficiency, making sure the job is done right the first time.
- As a senior-level Project Engineer, Nick provides comprehensive services including cost control, quality standards maintenance, and serving as a technical point of contact, while also monitoring all construction activities to ensure adherence to plans and specifications.

*Please see Attachment 1 in the Addendum for **Jake Wemple's Resume.***

**Firm's Practices**

**TAB C**

**PROJECT MANAGEMENET  
PROJECT CONTROL SYSTEMS**



*Edwards Construction Group, Inc.  
Vieja Valley Elementary School Alterations*

# Project Management

## INTRODUCTION TO EDWARDS PRECONSTRUCTION SERVICES

In the complex landscape of construction, the best projects are a result of meticulous planning, precise execution, and a collaborative approach. Enter Edwards Construction Group's preconstruction services, which are thoughtfully crafted to ensure every project's viability from a financial and technical standpoint. Unlike many in the industry who limit their preconstruction services to basic estimating and cost analysis, Edwards believes in a holistic and detailed approach that fully prepares projects for the construction phase.

## PROCESS AND METHODOLOGY

**Planning:** Every endeavor with Edwards begins with an intensive planning phase. We engage in collaborative meetings with the owner, architects, engineers, consultants, vendors, and every stakeholder involved. This ensures that each project is initiated with a unified vision and purpose.

**Constructability Review and Specification Coordination:** With the involvement of project managers and superintendents early on, we scrutinize designs, schedules, and specifications. This early engagement assures that materials and processes align with the standards set by the owner, architect, and governing bodies.

**Scheduling and Phasing:** Using a master critical path methodology, we design a comprehensive schedule that factors in every significant and minor task, ensuring timely completion without compromising on quality.

**Budgeting:** Each design milestone is supported by extensive budget exercises, leveraging our in-house estimating database that reflects current market values on materials and labor.

## USE OF TECHNOLOGY

Edwards stands proud as one of the most technologically advanced general contractors in the state. Our arsenal of cutting-edge tools, some engineered in-house, is designed to aid designers, engineers, and contractors. From initial preconstruction analysis and constructability review to the final construction stages, we utilize technology to minimize errors, optimize costs, and expedite project completion.

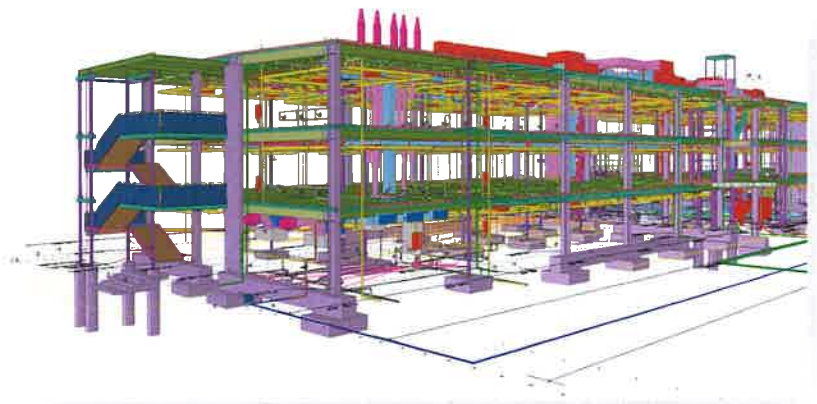
**Virtual Design Construction (VDC) Department:** Our specialized VDC department is the nexus of innovative construction planning. Here's what it entails:

**Dynamic Visualization:** The VDC team utilizes advanced software to generate dynamic visual representations of the project even before breaking ground. This facilitates a clearer understanding of the final structure, aiding in efficient decision-making.

**Collaborative Approach:** The department collaborates closely with architects, engineers, and other stakeholders. This synergy ensures that everyone is on the same page, streamlining processes and reducing potential discrepancies in the later stages.

**Resource Optimization:** Through VDC, we're able to simulate various construction scenarios, allowing us to optimize the allocation of resources, whether it's labor, materials, or time.

**Risk Management:** By visualizing and planning in a virtual environment, we can identify and mitigate risks early on, preventing costly delays and mistakes in the actual construction phase.



## Project Control Systems

As your selected Lease Lease-Back builder, our core responsibility is to create a schedule that mirrors project needs and adheres to realistic timelines. We diligently manage this schedule to uphold design intent and unwavering quality throughout preconstruction, construction, and post-construction phases. Early stakeholder engagement during design/preconstruction aids in understanding existing conditions and crafting a strong foundation. Our construction perspective offers innovative solutions for sound design, even for subterranean aspects. We also consider post-life cycle developments and future expansions.



Edwards Construction Group, Inc. seamlessly collaborates with the District, design professionals, consultants, and trade subcontractors for each building/facility type. We review design milestones for constructability and cost until 100% CD DSA Permitted Plans are finalized. Budget exercises, involving our in-house estimating database and subcontractor inputs, mark each design stage. This methodology allows us to proudly proclaim that, to date, Edwards Construction Group has never failed to meet a deadline. In fact, in many cases, through thorough preconstruction reviews we continually strive for and achieve significant cost savings and reduced schedules for completion.

Our web-based software, ProCore, manages construction documents, promoting efficiency. This digital platform ensures real-time accessibility to all project interactions – correspondence, schedules, meeting minutes, payments, RFIs, change orders, submittals – enhancing transparency with the District and stakeholders. Expecting to self-perform major trade and site work, Edwards Construction Group, Inc. handles demolition, earthwork, utilities, and structural/site concrete. In-house control over the work ensures quality and schedule adherence.

We proactively identify long lead time items with our subcontractor network and expedite critical path submittals. Collaboration with design professionals commences early, ensuring streamlined processes. Our adept communication skills foster teamwork. ProCore supports our Quality Assurance/Quality Control (QA/QC) approach.



# SAMPLE PROGRESS REPORT

Please see Attachment 2 in the Addendum for our *Sample Progress Report*.



## Emergency Operations and Regional Fire Communications Center April 2024 Schedule Narrative Report

- **Original Contract Completion Date:**
  - 05/20/24
- **Current Contract Completion Date:**
  - 07/05/24
- **Project Milestones:**
  - Notice to Proceed: 03/15/23
  - Contractual Completion Date: 07/05/24
  - Rough Framing 2/23/24
- **Work Completed from April 1, 2024 – April 30, 2024:**
  - Complete site electrical solar utilities
  - Complete solar carport structure and panels
  - Completed building weather proofing
  - Continued MEP rough-in
  - Completed HVAC installation
  - Completed building insulation at interior walls
  - Hanging drywall at interior walls
  - Completed window opening breakmetal flashing
  - Began electrical equipment installation
  - Partial interior storefront frames and glazing
  - Partil exterior storefront frames and glazing
  - Set interior and exterior door frames
- **Problem Areas:**
  - The County CM sent a notice on April 26<sup>th</sup> for Stucco System Installation Deficiency. This area of concern is actively under review by Edwards and the design team colaboratively. This has and will delay the installation of the exterior lath and plaster system until final direction is provided.
  - Drywall can not be installed at exterior walls untill lath screws have been installed. This impacts installation of other building finishes and impacts the critical path of the schedule.
- **Current Delaying Factors:**
  - Exterior plaster attachment.
- **Anticipated Delaying Factors:**
  - Anticipated Terra Cotta Ceramic5 system delivery anticipated first week of July.
- **Critical Path Activities:**
  - MEP Build-Out in UPS & Equipment Room
  - Finish MEPs (mainly electrical and telecom)
  - Interior Drywall Installation (Hanging, Tape & Texture)

**EDWARDS  
CONSTRUCTION  
GROUP**

LIC No. 1057451

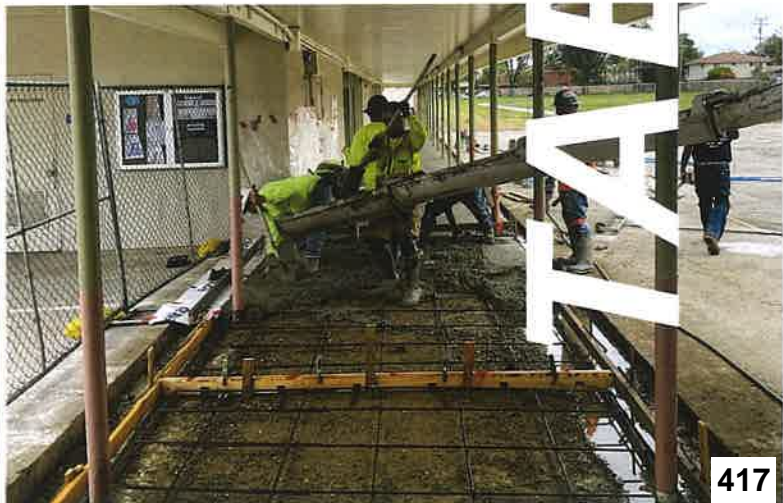
2045 Preisker Ln, Ste A  
Santa Maria, CA 93454  
805.335.1161  
weareedwards.com



**EDWARDS**

# Safety Record & EMR Rating

**TAB D**



**TAB D**



Edwards Construction Group, Inc.  
Lompoc Kindergarten Classrooms LLB

# SAFETY RECORD & EMR RATING

Please see Attachment 3 in the Addendum for our Safety Record & EMR Rating Letter.

**WCIRB California** Workers' Compensation Experience Rating Form  
 EDWARDS CONSTRUCTION GROUP INC  
 991 BENTLEY AVE  
 IRVINE, CA 92614-0000

Policy Number: 9-88-20-44-R  
 Effective Date: 07/01/2024  
 Issue Date: 03/02/2024  
 Experience Modification: 10.1%

Name: TRAVELERS PROP CAS CO OF AM  
 Account Code: TRAVELERS GRP #2  
 Policy Number: UBR6801082325G  
 Billing Office: RANCHO CORDOVA  
 Coverage Period: 10/01/2019 to 10/01/2022

| Summary of Payroll and Expected Losses                        |                  |                    |                 |              | Summary of Claims and Actual Losses |                        |              |             |               |               |                       |
|---|------------------|--------------------|-----------------|--------------|-------------------------------------|------------------------|--------------|-------------|---------------|---------------|-----------------------|
| Class Code  | Payroll          | Expected Loss Rate | Expected Losses | Di. Rate     | Expected Primary Losses             | Expected Excess Losses | Claim Number | Injury Type | Open / Closed | Actual Losses | Actual Primary Losses |
| <b>Insurance: 888 Policy Period: 07/01/2022 to 07/01/2023</b> |                  |                    |                 |              |                                     |                        |              |             |               |               |                       |
| 3040  | 5,000            | 2.81               | 140.50          | 3.0          | 140.50                              | 0.00                   |              |             |               |               |                       |
| 3187  | 222,222          | 1.28               | 284.44          | 0.59         | 284.44                              | 0.00                   |              |             |               |               |                       |
| 3422  | 888,778          | 1.83               | 1,626.26        | 3.44         | 1,626.26                            | 0.00                   |              |             |               |               |                       |
| 3447  | 3,847            | 1.19               | 4,577.23        | 1.0          | 4,577.23                            | 0.00                   |              |             |               |               |                       |
| 3485  | 8,538            | 2.05               | 17,492.34       | 2.4          | 17,492.34                           | 0.00                   |              |             |               |               |                       |
| 8220  | 302,243          | 1.00               | 3,022.43        | 8.71         | 3,022.43                            | 0.00                   |              |             |               |               |                       |
| 8227  | 188,811          | 1.45               | 2,737.76        | 2.8          | 2,737.76                            | 0.00                   |              |             |               |               |                       |
| 8742  | 1,174,357        | 0.13               | 1,526.66        | 3.89         | 1,526.66                            | 0.00                   |              |             |               |               |                       |
| 8810  | 1,708,476        | 0.08               | 1,366.77        | 4.7          | 1,366.77                            | 0.00                   |              |             |               |               |                       |
| <b>Totals</b>   | <b>8,228,488</b> |                    | <b>18,988</b>   | <b>8.488</b> | <b>18,988</b>                       | <b>0.00</b>            |              |             |               |               |                       |
| <b>Insurance: 888 Policy Period: 07/01/2023 to 07/01/2024</b> |                  |                    |                 |              |                                     |                        |              |             |               |               |                       |
| 3040  | 1,901            | 2.81               | 534.28          | 3.0          | 534.28                              | 0.00                   |              |             |               |               |                       |
| 3187  | 778              | 1.28               | 1,000.24        | 0.59         | 1,000.24                            | 0.00                   |              |             |               |               |                       |
| 3205  | 489,714          | 1.83               | 895.00          | 1.81         | 895.00                              | 0.00                   |              |             |               |               |                       |
| 3422  | 701,818          | 1.83               | 1,284.23        | 2.82         | 1,284.23                            | 0.00                   |              |             |               |               |                       |
| 3447  | 21,801           | 1.19               | 25,927.17       | 1.0          | 25,927.17                           | 0.00                   |              |             |               |               |                       |
| 3485  | 18,211           | 2.05               | 37,083.31       | 2.4          | 37,083.31                           | 0.00                   |              |             |               |               |                       |
| 8220  | 184,551          | 1.00               | 1,845.51        | 4.88         | 1,845.51                            | 0.00                   |              |             |               |               |                       |
| 8227  | 56,411           | 1.45               | 817.96          | 2.8          | 817.96                              | 0.00                   |              |             |               |               |                       |
| 8742  | 299,782          | 0.13               | 389.72          | 3.89         | 389.72                              | 0.00                   |              |             |               |               |                       |
| 8810  | 638,177          | 0.08               | 511.34          | 2.4          | 511.34                              | 0.00                   |              |             |               |               |                       |
| <b>Totals</b>   | <b>2,462,811</b> |                    | <b>38,282</b>   | <b>8.878</b> | <b>38,282</b>                       | <b>0.00</b>            |              |             |               |               |                       |
| <b>Insurance: 888 Policy Period: 07/01/2024 to 07/01/2025</b> |                  |                    |                 |              |                                     |                        |              |             |               |               |                       |
| 3040  | 5,193            | 2.87               | 149.02          | 3.0          | 149.02                              | 0.00                   |              |             |               |               |                       |
| 3205  | 68,736           | 1.83               | 1,256.67        | 2.84         | 1,256.67                            | 0.00                   |              |             |               |               |                       |
| 3422  | 145,404          | 1.87               | 2,718.06        | 3.08         | 2,718.06                            | 0.00                   |              |             |               |               |                       |
| 8220  | 82,064           | 1.05               | 861.67          | 1.84         | 861.67                              | 0.00                   |              |             |               |               |                       |
| <b>Totals</b>   | <b>281,401</b>   |                    | <b>4,985</b>    | <b>1.88</b>  | <b>4,985</b>                        | <b>0.00</b>            |              |             |               |               |                       |

$\frac{18,789}{70,004} \div \frac{83,882}{70,004} = 10.1\%$  Experience Modification  
 Loss-Free Rating: 77%

**WCIRB California** Workers' Compensation Experience Rating Form  
 EDWARDS CONSTRUCTION GROUP INC  
 PO BOX 350  
 IRVINE, CA 92614-0000

Policy Number: 9-88-20-44-R  
 Effective Date: 07/01/2024  
 Issue Date: 03/02/2024  
 Experience Modification: 10.1%

Name: TRAVELERS PROP CAS CO OF AM  
 Account Code: TRAVELERS GRP #2  
 Policy Number: UBR6801082325G  
 Billing Office: RANCHO CORDOVA  
 Coverage Period: 10/01/2019 to 10/01/2022

| Expected Losses | Actual Losses | Experience Modification | Loss-Free Rating |
|-----------------|---------------|-------------------------|------------------|
| 70,004          | 18,421        | 10.1%                   | 77%              |

$\frac{18,789}{70,004} \div \frac{83,882}{70,004} = 10.1\%$  Experience Modification  
 Loss-Free Rating: 77%

Please see Attachment 4 in the Addendum for our Safety Record Letter of Explanation.

**EDWARDS**

Steven Funkhouser  
 Human Resources/Safety  
 Edwards Construction Group Inc.

07/12/2024

**Subject:** Explanation of High Experience Modification Rating (EMR)

To Whom It May Concern,

I am willing to provide a clear and transparent explanation regarding our Experience Modification Rating (EMR) of 1.03, as reported by the Workers' Compensation Insurance Rating Bureau of California (WCIRB).

Edwards Construction Group Inc. began operations in 2019. Consequently, our low number of employees during the start-up phase resulted in a skewed EMR that did not accurately reflect our commitment to workplace safety and risk management.

Allow me to elaborate on some key factors that contributed to our high EMR:

- Early Stages of Operations:** As a new company, we had a limited work force and operational history during the initial years of 2019 to 2022. Any incidents or claims during this period had a substantial impact on our EMR due to the relatively small payroll and limited data points.
- Safety Initiatives:** Although our EMR does not yet reflect this adequately, Edwards Construction Group Inc. has always prioritized safety as our topmost concern. We have implemented comprehensive safety training programs, established strict safety protocols, and fostered a culture of safety awareness among all our employees.
- Growth:** As we continue to expand and execute more projects, our increased payroll will eventually help balance out the impact of past incidents on our EMR. The gradual inclusion of new policies and years of low claim activity will demonstrate a more accurate representation of our safety record.
- Proactive Measures:** We have taken proactive measures to minimize future claims and maintain a safe working environment. Our focus on risk management has resulted in a significant reduction in incidents during recent periods.

**EDWARDS CONSTRUCTION GROUP**  
 LIC No. 1057451  
 991 Bennett Ave  
 Arroyo Grande, CA 93420  
 805.335.1161  
 we@edwards.com

**EDWARDS**

At Edwards Construction Group Inc., we firmly believe in transparency and accountability. We acknowledge that our high EMR is an area of concern and are actively working towards continuous improvement in this regard. We remain committed to meeting the highest standards of safety and adhering to best practices within our industry.

We would like to assure you that our projects are managed with utmost care, adhering to industry regulations and prioritizing the safety and well-being of our employees and partners. As a new and ambitious company, we are excited about the opportunity to work with clients who value our commitment to growth, improvement, and excellence.

Thank you for considering Edwards Construction Group Inc. for your project needs. We look forward to the possibility of collaborating with you and showcasing our dedication to delivering exceptional results.

Sincerely,



Steven Funkhouser  
 Human Resources/Safety  
 Edwards Construction Group Inc.

**EDWARDS CONSTRUCTION GROUP**  
 LIC No. 1007451  
 991 Bennett Ave  
 Arroyo Grande, CA 93420  
 805.335.1161  
 we@edwards.com



Photo credit: Oxnard School District  
Emilie Ritcher Elementary School Facebook Page

# BONDING & CAPACITY LETTER

Please see Attachment 5 in the Addendum for our **Bonding & Capacity Letter**.



July 8th, 2024

Onard Union School District

RE: Letter of Bondability – Edwards Construction Group, Inc.  
To whom it may Concern:

Nationwide Mutual Insurance Company (Nationwide), NAIC #23787 has the pleasure of handling Edwards Construction Group, Inc. (ECG) surety bonding requirements. Nationwide is a Surety Company that is "A" rated by A.M. Best, Treasury Listed and California Admitted. ECG is an organization which in the past has qualified for \$80,000,000.00 single contract value, & \$150,000,000.00 in total contract value and maintains this level of capacity today. ECG remains in great standing with Nationwide and presently has no current or pending claims against them.

Our investigation of this firm clearly indicates a company thoroughly versed in the construction industry with great depth of experienced people who have become well known for their ability to complete jobs on schedule and within budget, complemented with excellent workmanship. We found their relationship with subcontractors and suppliers to be far above average, which we feel, are of great importance to a well run project.

We understand that ECG is desirous of bidding on, or securing, a construction contract which may require a bid and/or performance and payment bond(s). Based upon normal underwriting conditions being prevalent, if we are requested to execute such bonds, as required by the terms of any contract awarded to ECG, we can foresee no difficulty in fulfilling such as requests.

You understand of course, that any arrangement for bonds is a matter between the contractor and ourselves and we assume no liability to third parties or to you if for any reason we do not execute said bond or bonds.

Sincerely,  
Kevin Vega, Attorney-in-Fact



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of LOS ANGELES ) ss.


On: July 8th, 2024 before me, Kevin Vega, Notary Public  
Hereafter to be the Title of an Officer

personally appeared Kevin Vega, Attorney-in-Fact Notary of Signature

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) appear(s) on the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that he/she/they (signature(s)) on the instrument, the person(s), or the one(s) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature: 

Notary Public Seal Number: \_\_\_\_\_

OPTIONAL

Though the information herein is not required to file, a filer who chooses to perform filing on the document is deemed to have performed reasonable care and assessment of the true character of the document.

Description of Attached Document: \_\_\_\_\_

Date of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above:

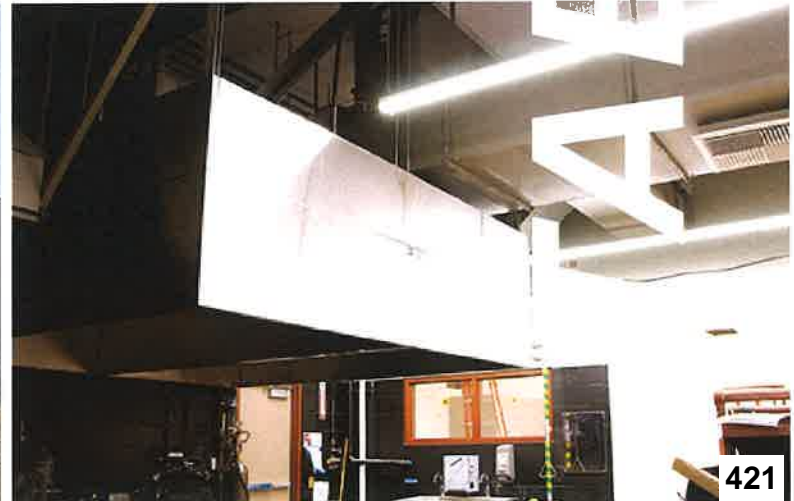
| Classified by (Circle One)                                 | Signer's Name | Signature |
|--|---------------|-----------|
| <input type="checkbox"/> Individual                        | _____         | _____     |
| <input type="checkbox"/> Corporate Officer                 | _____         | _____     |
| <input type="checkbox"/> Partner - ( ) Limited ( ) General | _____         | _____     |
| <input type="checkbox"/> Attorney in Fact                  | _____         | _____     |
| <input type="checkbox"/> Trustee                           | _____         | _____     |
| <input type="checkbox"/> Guardian or Conservator           | _____         | _____     |
| <input type="checkbox"/> Other                             | _____         | _____     |

CA0902000 3011110151791 3 22 (UPDATED 01-19)

# DSA Plan Review

# TAB F

CONSTRUCTION CHALLENGES & SOLUTIONS  
SITE LOGISTICS PLAN  
COST ESTIMATE  
PRECONSTRUCTION FEE  
GMP RISK EVALUATION



# Construction Challenges & Solutions

Edwards Construction Group, Inc. has identified several potential construction challenges for the Ritche Elementary School Modernization Project. We propose the following solutions to ensure these challenges do not cause unnecessary delays or additional costs:

## PHASED CONSTRUCTION ON ACTIVE CAMPUS:

**Challenge:** Managing construction on an active campus with an unknown student load requires consideration for temporary classrooms and restrooms.

**Solution:** Implement additional temporary classrooms and restrooms to accommodate students during each construction phase. This will ensure minimal disruption to the educational process and maintain a safe and functional environment for students and staff.

## SECURE LAYDOWN AREA AND SAFE PATH OF TRAVEL:

**Challenge:** Securing a laydown area for phased work that allows safe movement between phases. The potential laydown locations may block the single drive lane or fire lane.

**Solution:** Utilize the laydown area at the southwest corner of the campus, using the fire lane for access. Implement handcarts to move materials between phases during class changes, ensuring safe and efficient transportation without disrupting daily school operations.

## PARTITIONING OF THE HVAC SYSTEM:

**Challenge:** Partitioning the HVAC system during phased construction can be complex and may impact the comfort and safety of the occupied areas.

**Solution:** Install temporary or bypass ducts to maintain HVAC functionality throughout the construction phases. This approach ensures that the HVAC system continues to operate efficiently, providing a comfortable environment for students and staff.

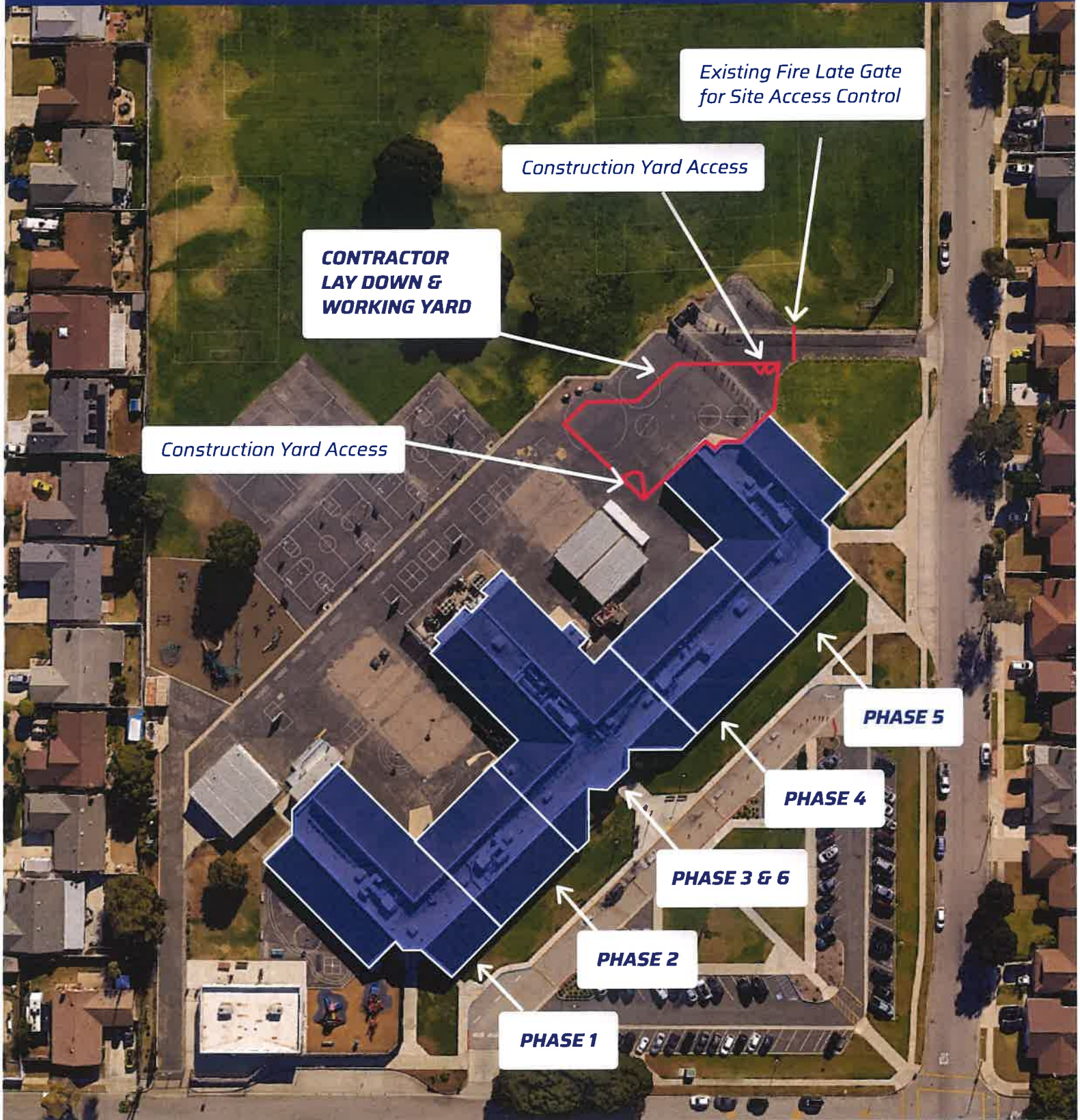
## ISOLATION OF UTILITIES:

**Challenge:** Isolating electricity, water, and sewer systems to ensure safe work areas during construction, especially when these utilities cannot be completely isolated.

**Solution:** Conduct a thorough location survey of all existing utilities and develop a detailed plan for working on active lines. Implement utility shutdowns as needed and prepare an emergency plan for any accidental breaches. This proactive approach will minimize risks and ensure quick resolution of any issues that arise.

# Site Logistics Plan

Please see Attachment 6 in the Addendum for our *Technical Site Logistics Plan*.



# Cost Estimate

| CSI CODE                     | DIVISION / TRADE   | QTY | METRIC | SUBCONTRACTOR   | SUB-TOTAL       |
|------------------------------|--|-----|--------|-----------------|-----------------|
| 00 00 00                     | <b>Procurement and Contracting Requirements</b>          |     |        |                 |                 |
| 00 72 00                     | General Conditions                                       | 1   | LS     | \$ 764,105.00   | \$ 764,105.00   |
| 02 00 00                     | <b>Existing Conditions</b>                               |     |        |                 |                 |
| 02 41 19                     | Selective Demolition                                     | 1   | LS     | \$ 150,000.00   | \$ 150,000.00   |
| 03 00 00                     | <b>Concrete</b>  |     |        |                 |                 |
| 03 00 00                     | Concrete   | 1   | LS     | \$ 165,000.00   | \$ 165,000.00   |
| 05 00 00                     | <b>Metals</b>  |     |        |                 |                 |
| 05 50 00                     | Metal Fabrications                                       | 1   | LS     | \$ 50,000.00    | \$ 50,000.00    |
| 06 00 00                     | <b>Wood, Plastics, and Composites</b>                    |     |        |                 |                 |
| 06 10 00                     | Rough Carpentry  | 1   | LS     | \$ 600,000.00   | \$ 600,000.00   |
| 06 20 00                     | Finish Carpentry   | 1   | LS     | \$ 75,000.00    | \$ 75,000.00    |
| 06 41 00                     | Architectural Wood Casework                              | 1   | LS     | \$ 150,000.00   | \$ 150,000.00   |
| 07 00 00                     | <b>Thermal and Moisture Protection</b>                   |     |        |                 |                 |
| 07 13 00                     | Sheet Waterproofing                                      | 1   | LS     | \$ 25,000.00    | \$ 25,000.00    |
| 07 92 00                     | Joint Sealants   | 1   | LS     | \$ 10,000.00    | \$ 10,000.00    |
| 08 00 00                     | <b>Openings</b>  |     |        |                 |                 |
| 08 41 13                     | Aluminum-Framed Entrances and Storefronts                | 1   | LS     | \$ 80,000.00    | \$ 80,000.00    |
| 08 71 00                     | Door Hardware  | 1   | LS     | \$ 35,000.00    | \$ 35,000.00    |
| 08 81 00                     | Glass Glazing  | 1   | LS     | \$ 20,000.00    | \$ 20,000.00    |
| 09 00 00                     | <b>Finishes</b>  |     |        |                 |                 |
| 09 05 61                     | Concrete Moisture-Control System                         | 1   | LS     | \$ 25,000.00    | \$ 25,000.00    |
| 09 22 26                     | Ceiling Grid Suspension System                           | 1   | LS     | \$ 50,000.00    | \$ 50,000.00    |
| 09 28 13                     | Cementitious Backing Boards                              | 1   | LS     | \$ 35,000.00    | \$ 35,000.00    |
| 09 29 00                     | Gypsum Board   | 1   | LS     | \$ 200,000.00   | \$ 200,000.00   |
| 09 30 13                     | Ceramic Tiling   | 1   | LS     | \$ 100,000.00   | \$ 100,000.00   |
| 09 51 00                     | Acoustical Ceilings                                      | 1   | LS     | \$ 150,000.00   | \$ 150,000.00   |
| 09 65 00                     | Resilient Flooring                                       | 1   | LS     | \$ 90,000.00    | \$ 90,000.00    |
| 09 68 00                     | Carpeting  | 1   | LS     | \$ 120,000.00   | \$ 120,000.00   |
| 09 72 16                     | Vinyl-Coated Fabric Wall Cove. & Tackable Substrate      | 1   | LS     | \$ 75,000.00    | \$ 75,000.00    |
| 09 72 19                     | Rigid Sheet Wall Coverings                               | 1   | LS     | \$ 35,000.00    | \$ 35,000.00    |
| 09 77 13                     | Vinyl-Wrapped Panels- Tackboards                         | 1   | LS     | \$ 50,000.00    | \$ 50,000.00    |
| 09 84 33                     | Wood Fiber Acoustical Units                              | 1   | LS     | \$ 60,000.00    | \$ 60,000.00    |
| 09 91 00                     | Painting   | 1   | LS     | \$ 80,000.00    | \$ 80,000.00    |
| 10 00 00                     | <b>Specialties</b>                                       |     |        |                 |                 |
| 10 11 00                     | Visual Display Units                                     | 1   | LS     | \$ 45,000.00    | \$ 45,000.00    |
| 10 14 00                     | Signage  | 1   | LS     | \$ 25,000.00    | \$ 25,000.00    |
| 10 21 13                     | Toilet Compartments                                      | 1   | LS     | \$ 25,000.00    | \$ 25,000.00    |
| 10 26 00                     | Wall and Door Protection                                 | 1   | LS     | \$ 20,000.00    | \$ 20,000.00    |
| 10 28 00                     | Toilet, Bath, and Laundry Accessories                    | 1   | LS     | \$ 15,000.00    | \$ 15,000.00    |
| 12 00 00                     | <b>Furnishings</b>                                       |     |        |                 |                 |
| 12 21 13                     | Horizontal Louver Blinds                                 | 1   | LS     | \$ 25,000.00    | \$ 25,000.00    |
| 12 24 13                     | Roller Window Shades                                     | 1   | LS     | \$ 15,000.00    | \$ 15,000.00    |
| 22 00 00                     | <b>Plumbing</b>  |     |        |                 |                 |
| 22 00 00                     | Plumbing   | 1   | LS     | \$ 100,000.00   | \$ 100,000.00   |
| 23 00 00                     | <b>Heating, Ventilating, and Air Conditioning (HVAC)</b> |     |        |                 |                 |
| 23 00 00                     | Heating, Ventilating, and Air Conditioning (HVAC)        | 1   | LS     | \$ 1,500,000.00 | \$ 1,500,000.00 |
| 26 00 00                     | <b>Electrical</b>  |     |        |                 |                 |
| 26 00 00                     | Electrical   | 1   | LS     | \$ 600,000.00   | \$ 600,000.00   |
| 27 00 00                     | <b>Communications</b>                                    |     |        |                 |                 |
| 27 00 00                     | Communications   | 1   | LS     | \$ 250,000.00   | \$ 250,000.00   |
| 28 00 00                     | <b>Electronic Safety and Security</b>                    |     |        |                 |                 |
| 28 31 00                     | Fire Detection and Alarm                                 | 1   | LS     | \$ 100,000.00   | \$ 100,000.00   |
| <b>Total Bid Direct Cost</b> |  |     |        |                 | \$ 5,914,105.00 |
| Contingency 2%               |  |     |        |                 | \$ 118,282.00   |
| Insurance 1.75%              |  |     |        |                 | \$ 103,497.00   |
| Fee 6%                       |  |     |        |                 | \$ 354,846.00   |
| <b>Bond Subtotal</b>         |  |     |        |                 | \$ 6,490,730.00 |
| 0.624%                       |  |     |        |                 | \$ 40,772.20    |
| <b>Total Bid</b>             |  |     |        |                 | \$ 6,531,502.20 |



# Preconstruction Fee

| FEES   | AMOUNT      |
|--|-------------|
| Proposed Preconstruction Service Fee (Not to Exceed) | \$39,500.00 |
| Fee (Inclusive of Overhead & Profit)                 | 6%          |
| Bonds and Insurance (Excludes Builders Risk)         | 2.5%        |

| PRECONSTRUCTION SERVICES BREAKDOWN                        | AMOUNT      |
|---|-------------|
| 50% Construction Documents Phase Estimate                 | \$5,000.00  |
| 50% Construction Documents Phase Constructibility Review  | \$12,000.00 |
| 50% Construction Documents Phase Schedule Update          | \$2,500.00  |
| 100% Construction Documents Phase Estimate                | \$7,500.00  |
| 100% Construction Documents Phase Constructibility Review | \$10,000.00 |
| 100% Construction Documents Phase Schedule Update         | \$2,500.00  |

|              |                    |
|--------------|--------------------|
| <b>TOTAL</b> | <b>\$39,500.00</b> |
|--------------|--------------------|

## ADDITIONAL BILLABLE RATES (IF NEEDED)

|                           |          |
|---------------------------|----------|
| Owner/Executive           | \$175.00 |
| Project Executive         | \$150.00 |
| Project Manager           | \$105.00 |
| Assistant Project Manager | \$80.00  |
| Project Engineer          | \$72.00  |
| Superintendent            | \$95.00  |

## General Conditions

| GROUP        | PHASE | DESCRIPTION   | TOTAL               | GRAND TOTAL         | TAKEOFF QTY | LABOR COST | LABOR PRICE | LABOR AMOUNT | MATERIAL PRICE | MATERIAL AMOUNT | EQUIP. PRICE | EQUIP. AMOUNT | OTHER PRICE | OTHER AMOUNT |
|--------------|-------|---|---------------------|---------------------|-------------|------------|-------------|--------------|----------------|-----------------|--------------|---------------|-------------|--------------|
| 010000       |       | OVERHEAD  |                     |                     |             |            |             |              |                |                 |              |               |             |              |
| 013100       |       | ADMIN REQUIREMENTS  |                     |                     |             |            |             |              |                |                 |              |               |             |              |
| 013101       |       | Permits & Fees  |                     |                     |             |            |             |              |                |                 |              |               |             |              |
|              |       | Precore Project Management  | 4,500.00            | 4,500.00            | 450 Days    |            |             |              | 10 /DAY        | 4,500.00        |              |               |             |              |
| 013110       |       | ** Field personnel  |                     |                     |             |            |             |              |                |                 |              |               |             |              |
|              |       | ECG Field Mgmt- Project Manager                                   | 235,200.00          | 235,200.00          | 280 Days    | 840 /Day   | 105 /Hr     | 235,200.00   |                |                 |              |               |             |              |
|              |       | ECG Field Mgmt- Superintendent-Lustin                             | 212,800.00          | 212,800.00          | 280 Days    | 760 /Day   | 95 /HR      | 212,800.00   |                |                 |              |               |             |              |
|              |       | ECG Upper Mgmt - ( Working 1 hrs/day )                            | 40,000.00           | 40,000.00           | 200 Days    | 200 /Day   | 200 /Day    | 40,000.00    |                |                 |              |               |             |              |
| 013120       |       | ** ECG Company Vehicles   |                     |                     |             |            |             |              |                |                 |              |               |             |              |
|              |       | ** Vehicle Expense - 2018 GLC Mercedes**Tyler                     | 5,600.00            | 5,600.00            | 100 Days    |            |             |              | 0.88 /MI       | 4,400.00        | 12 /Day      | 1,200.00      |             |              |
|              |       | ** Vehicle Expense - 2016 1.5 Ton DodgeTruck****Hauling           | 28,000.00           | 28,000.00           | 200 Days    |            |             |              | 0.8 /MI        | 8,000.00        | 100 /Day     | 20,000.00     |             |              |
|              |       | ** Vehicle Expense - 2020 Chev 5500 Truck**Nolan                  | 8,400.00            | 8,400.00            | 60 Days     |            |             |              | 0.8 /MI        | 2,400.00        | 100 /Day     | 6,000.00      |             |              |
|              |       | ** Vehicle Expense - 2012 2500 Chevy Truck ** JUSTIN'S            | 3,000.00            | 3,000.00            | 60 Days     |            |             |              | 0.8 /MI        | 2,400.00        | 10 /Day      | 600.00        |             |              |
|              |       | ** Vehicle Expense - 2021 Chev 2500 Truck ** LANDON'S             | 3,120.00            | 3,120.00            | 60 Days     |            |             |              | 0.8 /MI        | 2,400.00        | 12 /Day      | 720.00        |             |              |
|              |       | ** Vehicle Expense - 2012 2500 Chev Truck ** RYAN'S               | 5,200.00            | 5,200.00            | 100 Days    |            |             |              | 0.8 /MI        | 4,000.00        | 12 /Day      | 1,200.00      |             |              |
|              |       | ** Vehicle Expense - 2016 GMC Diesel Truck ** BRAD'S              | 5,000.00            | 5,000.00            | 100 Days    |            |             |              | 0.8 /MI        | 4,000.00        | 10 /Day      | 1,000.00      |             |              |
|              |       | ** Vehicle Expense - 2016 1500 Dodge Truck ** Rob                 | 10,000.00           | 10,000.00           | 200 Days    |            |             |              | 0.8 /MI        | 8,000.00        | 10 /Day      | 2,000.00      |             |              |
|              |       | ** Vehicle Expense - 2016 1500 Dodge Truck ** Super               | 17,000.00           | 17,000.00           | 400 Days    |            |             |              | 0.8 /MI        | 13,000.00       | 10 /Day      | 4,000.00      |             |              |
|              |       | ** Vehicle Expense - Maintenance Per Day                          | 1,600.00            | 1,600.00            | 400 Days    |            |             |              | 0.65 /MI       |                 | 4 /Day       | 1,600.00      |             |              |
|              |       | ** Vehicle Expense - Fuel Per Day                                 | 9,125.00            | 9,125.00            | 365 Days    |            |             |              |                |                 |              |               | 25 /Day     | 9,125.00     |
| 015000       |       | FACILITIES & TEMP CONTROL   |                     |                     |             |            |             |              |                |                 |              |               |             |              |
| 015205       |       | ** ECG Field Office Exp   |                     |                     |             |            |             |              |                |                 |              |               |             |              |
|              |       | Mobilization of Storage Containers, and Equip (tti days of proj.) | 4,100.00            | 4,100.00            | 400 Days    | 10 /DAYS   | 80 /HR      | 4,000.00     | 0.25 /DAYS     | 100.00          |              |               |             |              |
|              |       | ** Field Mobilization (Project Days)                              | 10,000.00           | 10,000.00           | 400 Days    | 25 /DAY    | 80 /HR      | 10,000.00    |                |                 |              |               |             |              |
|              |       | ** Field Mobilization (Crane Service for Containers & Office)     | 1,200.00            | 1,200.00            | 8 HRs       |            |             |              |                |                 | 130 /HR      | 1,040.00      | 20 /HR      | 160.00       |
|              |       | ** ECG Field Office ( Project Days )                              | 33,600.00           | 33,600.00           | 420 Days    |            |             |              | 80 /Day        | 33,600.00       |              |               |             |              |
|              |       | ** ECG Field Office Supplies (Wk Days)                            | 6,000.00            | 6,000.00            | 400 Day     |            |             |              | 15 /DAY        | 6,000.00        |              |               |             |              |
|              |       | ** First Aid Kits / Safety Equipment                              | 100.00              | 100.00              | 2 EA        |            |             |              |                |                 |              |               | 50 /EA      | 100.00       |
|              |       | ** ECG Project Engineer Cell Phone                                | 1,760.00            | 1,760.00            | 220 Days    |            |             |              |                |                 |              |               | 8 /Day      | 1,760.00     |
|              |       | ** ECG Superintendent Cell Phone                                  | 2,400.00            | 2,400.00            | 400 Days    |            |             |              |                |                 |              |               | 6 /Day      | 2,400.00     |
|              |       | ** ECG Satellite Internet   | 4,000.00            | 4,000.00            | 400 Days    |            |             |              |                |                 |              |               | 10 /Day     | 4,000.00     |
|              |       | ** ECG Project Manager Cell Phone                                 | 2,400.00            | 2,400.00            | 400 Days    |            |             |              |                |                 |              |               | 6 /Day      | 2,400.00     |
| 015408       |       | ** Small Tools  |                     |                     |             |            |             |              |                |                 |              |               |             |              |
|              |       | *Misc Small Tools ( Proj Cal Days )                               | 8,000.00            | 8,000.00            | 400 Days    |            |             |              |                |                 | 20 /Day      | 8,000.00      |             |              |
|              |       | *Small Tool Fuel - (Proj Cal Days)                                | 2,000.00            | 2,000.00            | 400 Days    |            |             |              |                |                 |              |               | 5 /Day      | 2,000.00     |
| 015900       |       | ** Equipment Rental   |                     |                     |             |            |             |              |                |                 |              |               |             |              |
|              |       | ** Temporary Toilet   | 4,000.00            | 4,000.00            | 400 Days    |            |             |              |                |                 |              |               | 10 /Day     | 4,000.00     |
|              |       | ** ECG Dump Trailer   | 3,000.00            | 3,000.00            | 60 Days     |            |             |              |                |                 | 50 /DAY      | 3,000.00      |             |              |
| 015904       |       | Office - Means  |                     |                     |             |            |             |              |                |                 |              |               |             |              |
|              |       | ECG Field Office, Software, Computers                             | 14,000.00           | 14,000.00           | 400 Days    |            |             |              | 35 /DAY        | 14,000.00       |              |               |             |              |
| 017000       |       | EXECUTION REQUIREMENTS  |                     |                     |             |            |             |              |                |                 |              |               |             |              |
| 017104       |       | Cleaning up   |                     |                     |             |            |             |              |                |                 |              |               |             |              |
|              |       | ** Punch List (From Total Project Days)                           | 8,000.00            | 8,000.00            | 400 Days    | 15 /Day    | 15 /Day     | 6,000.00     | 5 /Day         | 2,000.00        |              |               |             |              |
|              |       | ** Daily Cleaning (Project Days)                                  | 12,000.00           | 12,000.00           | 400 Days    | 30 /DAY    | 30 /DAY     | 12,000.00    |                |                 |              |               |             |              |
|              |       | Jobsite Laborer (Use when needed for Misc Gen Cont Items)         | 66,000.00           | 66,000.00           | 100 Days    | 660 /DAY   | 660 /DAY    | 66,000.00    |                |                 |              |               |             |              |
|              |       | ** Landfill Fees ( \$750 per dump )                               | 15,000.00           | 15,000.00           | 20 EA       |            |             |              |                |                 |              |               | 750 /EA     | 15,000.00    |
| 017200       |       | ** Project Closeout   |                     |                     |             |            |             |              |                |                 |              |               |             |              |
|              |       | ** Project Close out (by tti days of proj)                        | 8,000.00            | 8,000.00            | 400 Days    | 15 /DAY    | 15 /DAY     | 6,000.00     | 5 /DAY         | 2,000.00        |              |               |             |              |
| <b>TOTAL</b> |       |   | <b>\$794,105.00</b> | <b>\$794,105.00</b> |             |            |             |              |                |                 |              |               |             |              |

**EDWARDS**

**Value Engineering  
Solutions**

**TAB G**



Edwards Construction Group, Inc.  
Solvang Culinary Arts Building



# Relevant Qualifications

## COST CONTROL & VALUE ENGINEERING

Edwards Construction Group prioritizes cost-effective strategies from project initiation. Early planning secures timely material arrivals through local storage facilities and strong vendor relationships. Constructability reviews ensure milestone accountability by guiding collaborative meetings, forming a master critical path method schedule and cost estimates.

Our embedded value engineering collaborates closely with architects, identifying cost-saving opportunities without compromising quality. Unique collaborations with vendors generate substantial savings, such as the \$1 million saved on visual display finishes at Santa Maria Joint Union High School.

Advanced technology, notably custom drone analysis, eliminates unnecessary steps, proposing savings between one to two million dollars for a Central Coast School project. Anticipating challenges, as seen with Title 24 compliance issues at Santa Maria High School, drives proactive engagements, resulting in \$300,000 savings through enhanced solutions.

Our prowess balances innovation and practicality, securing nearly \$900,000 in cost reductions without compromising aesthetics. Edwards Construction Group consistently implements robust cost-reduction strategies, emphasizing quality projects with fiscal prudence.

As a self-performing general contractor, Edwards excels in major trade work, ensuring transparency and competitive bid comparisons, leveraging our skilled in-house workforce. We assure high-quality, cost-effective self-performed work, affirming our commitment to excellence.

## CONCEPTUAL VALUE ENGINEERING FOR RITCHEN ELEMENTARY SCHOOL PROJECT

### EFFICIENT PHASING OF WORK

To maximize efficiency and minimize disruptions, we propose handling larger sections of the campus during each phase of construction. Ideally, this work would be conducted on an unoccupied campus, allowing for streamlined operations and reducing the overall project timeline and associated costs. This approach can significantly decrease the labor and logistical expenses, ensuring the project remains within budget.

### MODERNIZATION OF LOW VOLTAGE AND TV DESIGN:

A thorough review of the current low voltage and TV design specifications is recommended to align with the District's current standards. The existing specifications reference coaxial cable and other outdated components. Updating these to contemporary standards will not only improve the functionality and future-proof the infrastructure but also potentially reduce costs by eliminating unnecessary or outdated materials.

### COST SAVINGS IN LOW VOLTAGE BACKBONE:

By having the contractor provide the low voltage backbone, including cabling, terminations, and racks, while allowing the Owner to procure and install the equipment, significant savings can be achieved. This strategy leverages the contractor's expertise in infrastructure while giving the Owner control over equipment choices, potentially benefiting from bulk purchasing or preferred vendor pricing.

### MATERIAL SPECIFICATION REVIEW:

Conducting a full review of the material specifications for finishes and specialties to ensure availability, lead time, and cost alignment with current market conditions and District expectations. This review can identify opportunities to substitute materials that meet the required standards while offering better pricing or quicker availability, thus keeping the project on schedule and within budget.

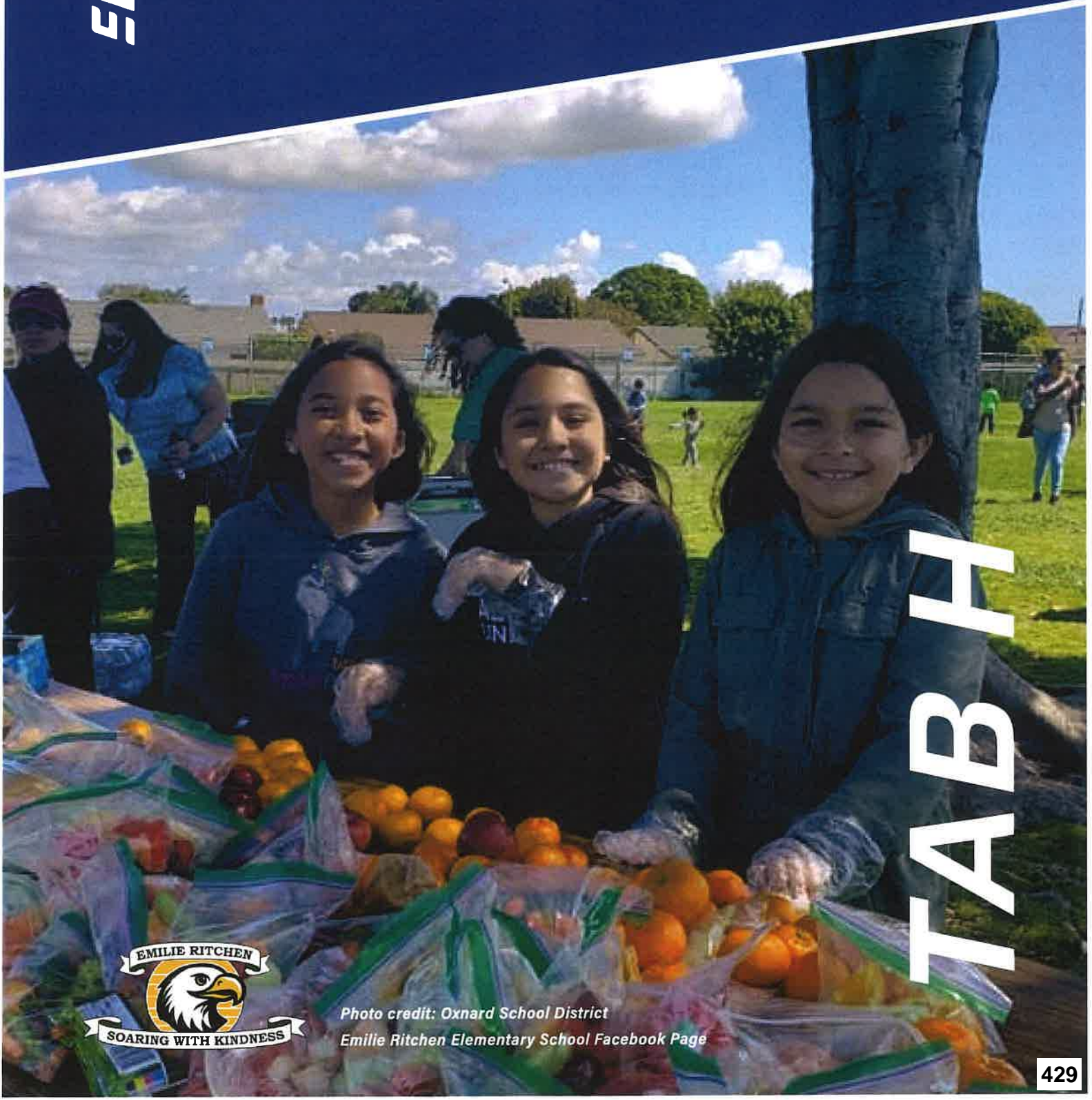


Photo credit: Oxnard School District  
Emilie Ritche Elementary School Facebook Page

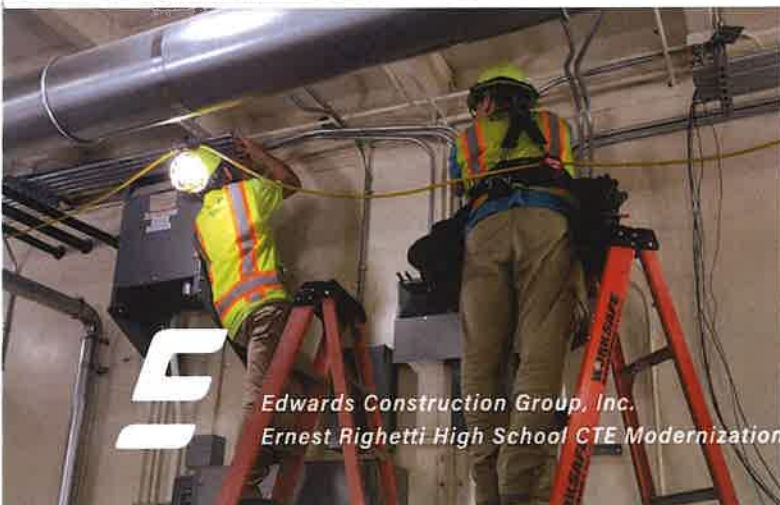
# Identification of Trades

All scopes will be subcontracted with only minor and general labor/carpentry self performed in areas related to mobilization of site logistics.

Please see estimation of costs in the conceptual budget provided on pages 14 - 16.

# Conceptual Schedule

APPROACH TO SCHEDULE  
PROJECT SCHEDULE ESTIMATE



Edwards Construction Group, Inc.  
Ernest Righetti High School CTE Modernization

**TAB I**





**EDWARDS**

## Thank you.

We appreciate this opportunity to propose our services to the Oxnard School District, Caldwell Flores Winters, Inc., and your team. Edwards is passionate about building with and for our clients and their constituents. We look forward to continuing to build a strong and lasting relationship with you and your teams as we successfully bring your vision to life.

Thank you for reviewing our proposal and we look forward to working with you.

Sincerely,



Brad Edwards, President

*Collaborative Design-Build Services for  
the Dairy Modernization Project*

*Thursday | March 14, 2024*

**EDWARDS  
CONSTRUCTION  
GROUP**

License No. 1057451

991 Bennett Ave.  
Arroyo Grande, CA 93420

805.335.1161  
weareedwards.com



# Attachments

# Appendix

- PROJECT TEAM RESUMES
- SAMPLE PROGRESS REPORT
- SAFETY RECORD AND EMR LETTER
- SAFETY LETTER OF EXPLANATION
- BONDING AND CAPACITY LETTER
- TECHNICAL SITE LOGISTICS PLAN
- SCHEDULE

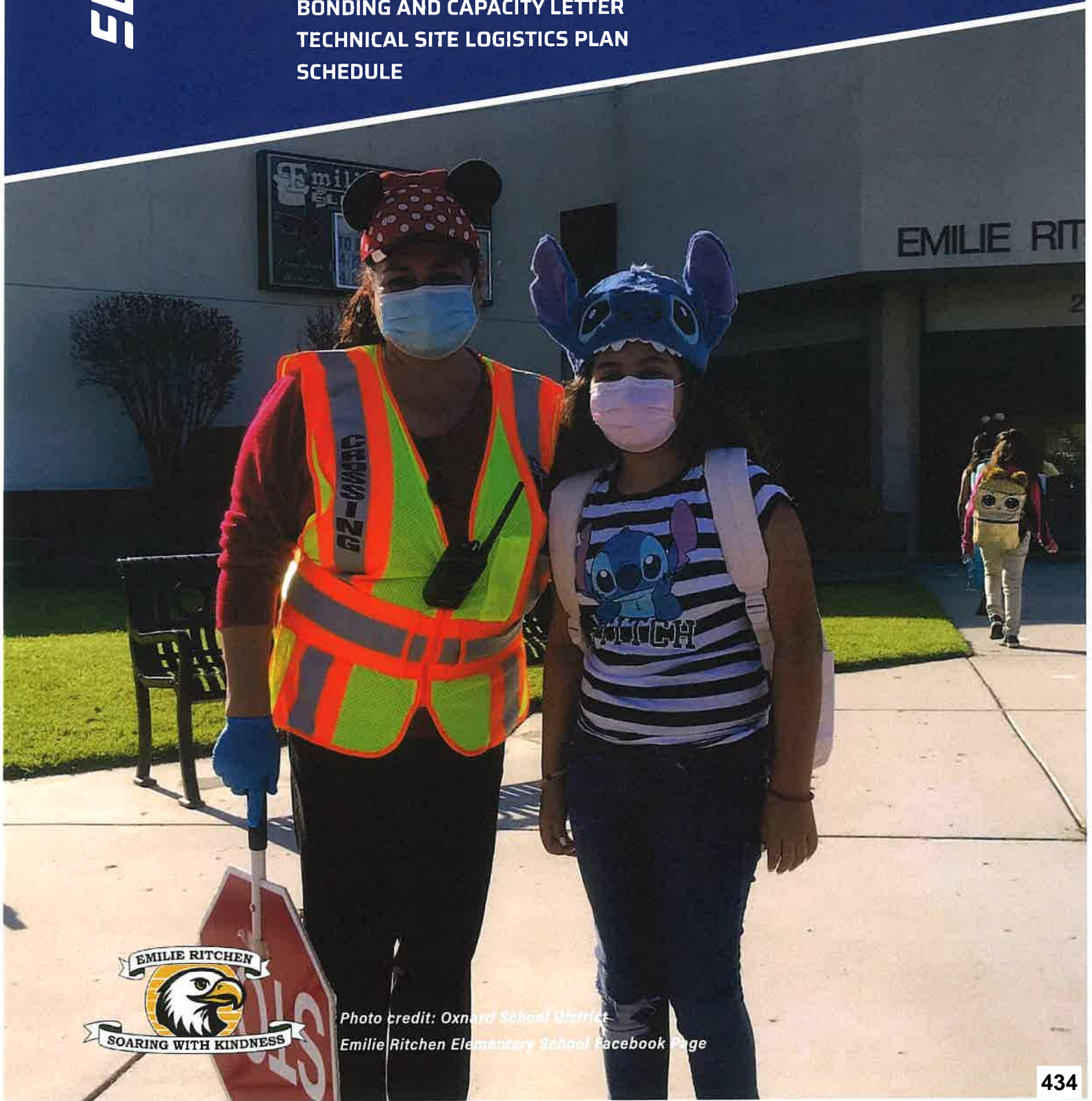


Photo credit: Oxnard School District  
Emilie Ritzen Elementary School Facebook Page





## BRAD EDWARDS

### President, Preconstruction

Brad Edwards brings over 25 years of experience in construction, mastering carpentry, estimating, and project management. As a key member and mentor in preconstruction and construction, Brad holds primary A and B licenses for the company and is a certified Varco Pruden Metal Building Designer and Installer. He has estimated and developed budgets for projects ranging from small remodels to \$60-million new construction. His extensive practical project experience provides exceptional insight for estimation, constructability, budgeting, planning, and scheduling.

Proficient in various estimating software programs, Brad excels in performing takeoffs and bidding on large projects. He has extensive experience responding to public RFPs and RFQs, including design-build, lease-leaseback, design assist, and pre-construction services. Brad collaborates closely with local design professionals and owners, particularly in public works construction with local school districts, county, and city agencies. His expertise in large-scale new construction and major renovations, especially in essential services and public facilities, makes him a valuable asset to any project.

Brad will lead the preconstruction effort, establishing the GMP budget and ensuring the Owner's needs are met. The Owner will have direct access to Brad for critical and suggestive decisions, fostering a trusting and productive partnership.

## PORTFOLIO

### President / Preconstruction, Edwards Construction Group

- Emergency Operations and Regional Fire Center, County of Santa Barbara, 11/22 – Present
- Sheriff Building Substation Re-Roof and Improvements, SLO County, 06/24-08/24
- Guadalupe USD, Pasadera New Junior High School, Gymnasium, & ECL LLB, 12/23 – Present
- Coastal Christian Multi-Purpose Building, 06/23 - Present
- SMJUHSD, Santa Maria High School CTE Modernization Project, 06/23 – Present
- SMJUHSD, Ernest Righetti High School CTE Modernization Project, 06/23 – Present
- Lompoc Elementary Kinder Classrooms at 4 Sites, LLB, 08/23 - Present
- Preconstruction and Design Services for Lompoc, LLB, 07/23 - 07/23
- New Tech Classroom Building, Cold Springs SD, LLB, 05/30 - Present
- La Colina Demo and Re-Roof Project, Santa Barbara US, LLB, 05/23 - Present
- Buellton Elementary Kinder Classroom Building, LLB, 01/23 - Present
- Oak Valley Pre-K Classroom Buildings, Buellton, LLB, 01/23 - 08/23
- Vieja Valley Alterations Modernization, 11/22 - Present
- Montecito Elementary Outdoor Pavilion Improvements, LLB, 06/22 - Present
- Guadalupe USD, Pasadera Stone Columns Foundation Work, LLB, 06/22 - 10/22
- Montecito Elementary Building D&E Remodel, LLB, 05/22 - Present
- Branch Elementary School Multi-Purpose Room, 04/22 - 08/23
- Grover Heights Elementary School, Multi-Purpose Room, LLB, 03/22 - 01/23
- Solvang Elementary Culinary Arts Building, Site Improvements, 12-21 - 10/22
- Shell Beach Elementary School Multi-Purpose Room, 09/21 - 08/22
- Santa Maria HS New 50 Classroom & Administration Building, LLB, 01/21 - 03/23
- Mary Buren New Modular Kindergarten Classroom Buildings, LLB, 02/20 - 01/21
- Santa Maria High School CTE & Agriculture Farm Campus, LLB, 01/18 - 02/21
- Ernest Righetti High School 38 Classroom Building, LLB, 06/16 - 05/19
- Pioneer Valley High School Performing Arts Building, LLB 01/15 - 10/17

## CONTACT

- email  
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- phone  
**805.335.1161**
- cellular  
**805.868.2874**
- website  
[wearedwards.com](http://wearedwards.com)

## REGISTRATION

- A & B License in  
Engineering and  
General Contracting**
- Timberline Estimating**
- Bid Leveling Software**
- Procore Management**
- Microsoft Projects**

## ROBERT PERKS

### Project Executive

Robert Perks is an accomplished Project Manager with extensive experience managing a broad spectrum of construction projects across the Central Coast. With a tenure at Bernards, he led the Oxnard Union High School District's Measure A bond program, successfully delivering the \$20 million Hueneme HS HVAC and Classroom Modernization project alongside multiple other initiatives, showcasing his adeptness at managing complex projects on active campuses.

At Staples Construction, Robert managed a diverse portfolio of local Ventura County projects, including assisted living facilities and multi-family mixed-use developments, demonstrating his expertise in leading projects from bid to closeout. His role at The Penta Building Group saw him at the forefront of constructing the Thacher School Creativity and Technology Building, a 22,000 sq ft cutting-edge humanities building, highlighting his capability to manage intricate projects with precision. During his time at Balfour Beatty Construction, he spearheaded the Rio Del Sol STEAM Academy project, further showcasing his leadership in delivering innovative educational facilities. His background in engineering, combined with his certifications in LEED, OSHA, and construction practices, equips him with a profound understanding of project management, safety, and sustainability standards, making him a valuable asset to the project.

### PORTFOLIO

#### Executive, Edwards Construction Group, Inc.

Oxnard Union High School District, HVAC Modernizations & classroom and facility upgrades  
Emergency Operations and Regional Fire Center, County of Santa Barbara

#### Project Manager, Bernards

Oxnard Union High School District, HVAC Modernizations & classroom and facility upgrades  
Emergency Operations and Regional Fire Center, County of Santa Barbara

#### Project Manager, Staples Construction

Oxnard College Fire Academy Apparatus Bay Phases 1&3, Ventura Community College District  
Via San Clemente, Ventura, CA, 8 unit townhome / mixed use. 54000 sq ft, \$8 million  
Vista Simi Valley Assisted Living, 51,000 sq ft \$12 million

#### Project Manager, The Penta Building Group

Thacher School - Project Based Learning Hub - Ojai, CA  
Thacher School - Dining Pavilion - Ojai, CA

#### Project Manager, Balfour Beatty Construction

Rio USD - Rio Del Sol - Oxnard, CA

#### Additional Projects

LACCD West LA Campus - Build LACCD - Culver City, CA  
Simi USD -District Wide Needs Assessment/Trusted Construction Advisor - Simi Valley, CA  
Oak Park USD - Trusted Construction Advisor/Bond Management - Oak Park, CA



PROJECT EXECUTIVE

### CONTACT

email

[rp@edwardscongroup.com](mailto:rp@edwardscongroup.com)

phone

805.335.1161

cellular

805.256.2730

website

[weareedwards.com](http://weareedwards.com)

### REGISTRATION

LEED AP

OSHA 10 & 30 Hour  
Construction safety  
and Health

MS Ocean Engineering,  
Florida Atlantic  
University

SDSU Construction  
Practices (Planning &  
Estimating coursework)

## NICK CRAMER

### Project Manager

Being situated just a few miles away from Cal Poly San Luis Obispo, our corporate office gives Edwards an advantage in selecting top-tier construction managers. Nick has consistently showcased remarkable competence in managing Edwards Construction projects, and our expectations of our team are high. As an Eagle Scout, he brings exceptional organizational skills, a proficient grasp of the latest in construction technology, and a keen eye for the smallest details in any form or document, making him an unwaveringly reliable asset for any task.

Nick's methodical approach and his knack for identifying and solving the minutest details ensure that the job is done accurately the first time. For this project, Nick will deliver the comprehensive services expected from a senior-level Project Engineer. Additionally, he will serve as an extra monitor for all construction activities, overseeing progress and ensuring adherence to plans and specifications. His role extends to aiding in cost control, maintaining quality standards, and serving as an additional technical point of contact for the project.

### EDUCATION

California Polytechnic State University - San Luis Obispo, CA (Class of 2019)  
Bachelor of Science: Construction Management

### PORTFOLIO

#### **Project Manager, Edwards Construction Group, Inc.**

Oxnard Union High School District, HVAC Modernizations & classroom and facility upgrades  
Emergency Operations and Regional Fire Center, County of Santa Barbara

#### **Senior Project Engineer, Bernards Bros. Inc.**

Senior Project Engineer (Construction Manager) - HVAC Modernization, Oxnard UHSD  
Managed construction contracts across multiple high school campuses as part of a \$400 million bond initiative for the Oxnard Union High School District

#### **Project Engineer, Gilbane Building Company**

MEP Project Engineer - Cal Poly Frost Center  
MEP engineer on a \$90 million multifunctional educational and laboratory facility on a California State University campus  
Project Engineer - Cal Poly Plant Conservatory & Cal Poly Eucalyptus House Projects  
Executed buyout through occupancy of a \$4.3 million plant conservatory design-build project and a \$1.7 million modular laboratory design-build project



### CONTACT

email  
[nc@edwardscongroup.com](mailto:nc@edwardscongroup.com)  
phone  
**805.335.1161**  
cellular  
**805.980.5735**  
website  
[weareedwards.com](http://weareedwards.com)

### REGISTRATION

**40 Hour HAZWOPER  
Training Certificate**



## Emergency Operations and Regional Fire Communications Center April 2024 Schedule Narrative Report

- **Original Contract Completion Date:**
  - 05/20/24
- **Current Contract Completion Date:**
  - 07/05/24
- **Project Milestones:**
  - Notice to Proceed: 03/15/23
  - Contractual Completion Date: 07/05/24
  - Rough Framing 2/23/24
- **Work Completed from April 1, 2024 – April 30, 2024:**
  - Complete site electrical solar utilities
  - Complete solar carport structure and panels
  - Completed building weather proofing
  - Continued MEP rough-in
  - Completed HVAC installation
  - Completed building insulation at interior walls
  - Hanging drywall at interior walls
  - Completed window opening breakmetal flashing
  - Began electrical equipment installation
  - Partial interior storefront frames and glazing
  - Partil exterior storefront frames and glazing
  - Set interior and exterior door frames
- **Problem Areas:**
  - The County CM sent a notice on April 26<sup>th</sup> for Stucco System Installation Deficiency. This area of concern is actively under review by Edwards and the design team colaboratively. This has and will delay the installation of the exterior lath and plaster system until final direction is provided.
  - Drywall can not be installed at exterior walls untill lath screws have been installed. This impacts installation of other building finishes and impacts the critical path of the schedule.
- **Current Delaying Factors:**
  - Exterior plaster attachment.
- **Anticipated Delaying Factors:**
  - Anticipated Terra Cotta Ceramic5 system delivery anticipated first week of July.
- **Critical Path Activities:**
  - MEP Build-Out in UPS & Equipment Room
  - Finish MEPs (mainly electrical and telecom)
  - Interior Drywall Installation (Hanging, Tape & Texture)

**EDWARDS  
CONSTRUCTION  
GROUP**

LIC No. 1057451

2045 Preisker Ln. Ste A  
Santa Maria, CA 93454  
805.335.1161  
weareedwards.com



**Attachment 3**

**Safety Record  
& EMR Rating  
Letter**

EDWARDS CONSTRUCTION GROUP INC  
PO BOX 350  
NIPOMO CA 934440-0000

Bureau Number 9-88-20-44-R Page 1 of 2  
Effective Date **07/01/2024**  
Issue Date 03/02/2024  
Experience Modification **101%**  
Insurer TRAVELERS PROP CAS CO OF AM  
Insurer Group TRAVELERS GRP #2  
Policy Number UB9N9810982326G  
Issuing Office RANCHO CORDOVA  
Experience Period 10/01/2019 to 10/01/2022

**Summary of Payroll and Expected Losses**

| Class Code   | Payroll          | Expected Loss Rate per \$100 payroll | Expected Losses | D-Ratio | Expected Primary Losses | Expected Excess Losses |
|--|------------------|--------------------------------------|-----------------|---------|-------------------------|------------------------|
| <b>Insurer: 697 Policy Period : 07/01/2022 to 07/01/2023</b> |                  |                                      |                 |         |                         |                        |
| 5040   | 5,003            | 2.87                                 | 144             | 0.219   | 32                      | 112                    |
| 5187   | 20,370           | 1.08                                 | 220             | 0.248   | 55                      | 165                    |
| 5205   | 888,779          | 1.62                                 | 14,398          | 0.239   | 3,441                   | 10,957                 |
| 5432   | 906,872          | 1.87                                 | 16,959          | 0.223   | 3,782                   | 13,177                 |
| 5447   | 3,847            | 1.19                                 | 46              | 0.227   | 10                      | 36                     |
| 5485   | 8,090            | 2.05                                 | 166             | 0.203   | 34                      | 132                    |
| 6220   | 392,343          | 1.05                                 | 4,120           | 0.213   | 878                     | 3,242                  |
| 8227   | 98,112           | 1.40                                 | 1,374           | 0.285   | 392                     | 982                    |
| 8742   | 1,174,357        | 0.10                                 | 1,174           | 0.306   | 359                     | 815                    |
| 8810   | 1,708,676        | 0.08                                 | 1,367           | 0.349   | 477                     | 890                    |
| <b>Totals</b>  | <b>5,206,449</b> |                                      | <b>39,968</b>   |         | <b>9,460</b>            | <b>30,508</b>          |

**Summary of Claims and Actual Losses**

Primary Threshold: 15,000

| Claim Number  | Injury Type | Open / Closed | Actual Losses | Actual Primary Losses |
|---------------|-------------|---------------|---------------|-----------------------|
| <b>Totals</b> |             |               |               |                       |
|               | 0           |               | 0             | 0                     |

**Insurer: 697 Policy Period : 07/01/2021 to 07/01/2022**

|               |                  |      |               |       |              |               |
|---------------|------------------|------|---------------|-------|--------------|---------------|
| 5040          | 1,962            | 2.87 | 56            | 0.219 | 12           | 44            |
| 5187          | 779              | 1.08 | 8             | 0.248 | 2            | 6             |
| 5205          | 468,714          | 1.62 | 7,593         | 0.239 | 1,815        | 5,778         |
| 5432          | 701,818          | 1.87 | 13,124        | 0.223 | 2,927        | 10,197        |
| 5447          | 21,605           | 1.19 | 257           | 0.227 | 58           | 199           |
| 5485          | 16,219           | 2.05 | 332           | 0.203 | 67           | 265           |
| 6220          | 194,554          | 1.05 | 2,043         | 0.213 | 435          | 1,608         |
| 8227          | 58,411           | 1.40 | 818           | 0.285 | 233          | 585           |
| 8742          | 299,783          | 0.10 | 300           | 0.306 | 92           | 208           |
| 8810          | 838,172          | 0.08 | 671           | 0.349 | 234          | 437           |
| <b>Totals</b> | <b>2,602,017</b> |      | <b>25,202</b> |       | <b>5,875</b> | <b>19,327</b> |

|               |    |        |         |        |
|---------------|----|--------|---------|--------|
| FUJ6822       | 04 | Open   | 175,000 | 14,750 |
| FUR1747       | 06 | Closed | 221     | 0      |
| FWZ1636       | 06 | Closed | 2,288   | 2,038  |
| <b>Totals</b> |    |        |         |        |
|               | 3  |        | 177,509 | 16,788 |

**Insurer: 697 Policy Period : 07/01/2020 to 07/01/2021**

|               |                |      |              |       |              |              |
|---------------|----------------|------|--------------|-------|--------------|--------------|
| 5040          | 5,193          | 2.87 | 149          | 0.219 | 33           | 116          |
| 5205          | 68,139         | 1.62 | 1,104        | 0.239 | 264          | 840          |
| 5432          | 145,404        | 1.87 | 2,719        | 0.223 | 606          | 2,113        |
| 6220          | 82,084         | 1.05 | 862          | 0.213 | 184          | 678          |
| <b>Totals</b> | <b>300,820</b> |      | <b>4,834</b> |       | <b>1,087</b> | <b>3,747</b> |

|               |   |  |   |   |
|---------------|---|--|---|---|
| <b>Totals</b> |   |  |   |   |
|               | 0 |  | 0 | 0 |

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any  
Data reported under Classification Code 5059 has been reassigned to Classification Code 5040 for experience rating purposes.

EDWARDS CONSTRUCTION GROUP INC  
PO BOX 350  
NIPOMO CA 934440-0000

Bureau Number 9-88-20-44-R Page 2 of 2  
Effective Date **07/01/2024**  
Issue Date 03/02/2024  
Experience Modification **101%**  
Insurer TRAVELERS PROP CAS CO OF AM  
Insurer Group TRAVELERS GRP #2  
Policy Number UB9N9810982326G  
Issuing Office RANCHO CORDOVA  
Experience Period 10/01/2019 to 10/01/2022

|                          | Expected Losses     | Expected Primary Losses | Expected Excess Losses | Number of Claims | Actual Losses | Actual Primary Losses |
|--------------------------|---------------------|-------------------------|------------------------|------------------|---------------|-----------------------|
| Experience Period Totals | <sup>C</sup> 70,004 | 16,422                  | <sup>B</sup> 53,582    | 3                | 177,509       | <sup>A</sup> 16,788   |

$$\left[ \begin{matrix} \text{Actual Primary Losses} \\ \text{A} \end{matrix} \quad 16,788 \right] + \left[ \begin{matrix} \text{Expected Excess Losses} \\ \text{B} \end{matrix} \quad 53,582 \right] / \left[ \begin{matrix} \text{Expected Losses} \\ \text{C} \end{matrix} \quad 70,004 \right] = \boxed{101\%} \text{ Experience Modification}$$

Loss-Free Rating: 77%

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any  
Data reported under Classification Code 5059 has been reassigned to Classification Code 5040 for experience rating purposes.

Attachment 4

**Safety Record  
Letter of  
Explanation**

Steven Funkhouser  
Human Resources/Safety  
Edwards Construction Group Inc.

07/12/2024

**Subject:** Explanation of High Experience Modification Rating (EMR)

To Whom It May Concern,

I am writing to provide a clear and transparent explanation regarding our Experience Modification Rating (EMR) of 1.01, as reported by the Workers' Compensation Insurance Rating Bureau of California (WCIRB).

Edwards Construction Group Inc. began operations in 2019. Consequently, our low number of employees during the start-up phase resulted in a skewed EMR that did not accurately reflect our commitment to workplace safety and risk management.

Allow me to elaborate on some key factors that contributed to our high EMR:

- **Early Stages of Operations:** As a new company, we had a limited workforce and operational history during the initial years of 2019 to 2022. Any incidents or claims during this period had a substantial impact on our EMR due to the relatively small payroll and limited data points.
- **Safety Initiatives:** Although our EMR does not yet reflect this adequately, Edwards Construction Group Inc. has always prioritized safety as our topmost concern. We have implemented comprehensive safety training programs, established strict safety protocols, and fostered a culture of safety awareness among all our employees.
- **Growth:** As we continue to expand and execute more projects, our increased payroll will eventually help balance out the impact of past incidents on our EMR. The gradual inclusion of new policies and years of low claim activity will demonstrate a more accurate representation of our safety record.
- **Proactive Measures:** We have taken proactive measures to minimize future claims and maintain a safe working environment. Our focus on risk management has resulted in a significant reduction in incidents during recent periods.

**EDWARDS  
CONSTRUCTION  
GROUP**

LIC No. 1057451

991 Bennett Ave.  
Arroyo Grande, CA 93420  
805.335.1161  
weareedwards.com

At Edwards Construction Group Inc., we firmly believe in transparency and accountability. We acknowledge that our high EMR is an area of concern and are actively working towards continuous improvement in this regard. We remain committed to meeting the highest standards of safety and adhering to best practices within our industry.

We would like to assure you that our projects are managed with utmost care, adhering to industry regulations and prioritizing the safety and well-being of our employees and partners. As a new and ambitious company, we are excited about the opportunity to work with clients who value our commitment to growth, improvement, and excellence.

Thank you for considering Edwards Construction Group Inc. for your project needs. We look forward to the possibility of collaborating with you and showcasing our dedication to delivering exceptional results.

Sincerely,



Steven Funkhouser  
Human Resources/Safety  
Edwards Construction Group Inc.

**EDWARDS  
CONSTRUCTION  
GROUP**

LIC No. 1057451

991 Bennett Ave.  
Arroyo Grande, CA 93420  
805.335.1161  
weareedwards.com





July 8th, 2024

Oxnard Union School District

RE: Letter of Bondability – Edwards Construction Group, Inc.

To whom it may Concern:

Nationwide Mutual Insurance Company (Nationwide), NAIC #23787 has the pleasure of handling Edwards Construction Group, Inc. (ECG) surety bonding requirements. Nationwide is a Surety Company that is "A" rated by A.M. Best, Treasury Listed and California Admitted. ECG is an organization which in the past has qualified for \$80,000,000.00 single contract value, & \$150,000,000.00 in total contract value and maintains this level of capacity today. ECG remains in great standing with Nationwide and presently has no current or pending claims against them.

Our investigation of this firm clearly indicates a company thoroughly versed in the construction industry with great depth of experienced people who have become well known for their ability to complete jobs on schedule and within budget, complemented with excellent workmanship. We found their relationship with subcontractors and suppliers to be far above average, which we feel, are of great importance to a well-run project.

We understand that ECG is desirous of bidding on, or securing, a construction contract which may require a bid and/or performance and payment bond(s). Based upon normal underwriting conditions being prevalent, if we are requested to execute such bonds, as required by the terms of any contract awarded to ECG, we can foresee no difficulty in fulfilling such as request.

You understand of course, that any arrangement for bonds is a matter between the contractor and ourselves and we assume no liability to third parties or to you if for any reason we do not execute said bond or bonds.

Sincerely,

Kevin Vega, Attorney-in-Fact



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
 } ss.  
 County of LOS ANGELES }

On July 8th, 2024 before me, Philip Vega, Notary Public  
Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title of Type of Document: \_\_\_\_\_  
 Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

|  |  |
|--|--|
| Signer's Name: _____<br><input type="checkbox"/> Individual<br><input type="checkbox"/> Corporate Officer      Title(s): _____<br><input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General<br><input type="checkbox"/> Attorney in Fact<br><input type="checkbox"/> Trustee<br><input type="checkbox"/> Guardian or Conservator<br><input type="checkbox"/> Other: _____ | Signer's Name: _____<br><input type="checkbox"/> Individual<br><input type="checkbox"/> Corporate Officer      Title(s): _____<br><input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General<br><input type="checkbox"/> Attorney in Fact<br><input type="checkbox"/> Trustee<br><input type="checkbox"/> Guardian or Conservator<br><input type="checkbox"/> Other: _____ |
| Right Thumbprint of Signer<br>Top of thumb here  | Right Thumbprint of Signer<br>Top of thumb here  |
| Signer is Representing:<br>_____<br>_____<br>_____   | Signer is Representing:<br>_____<br>_____<br>_____   |



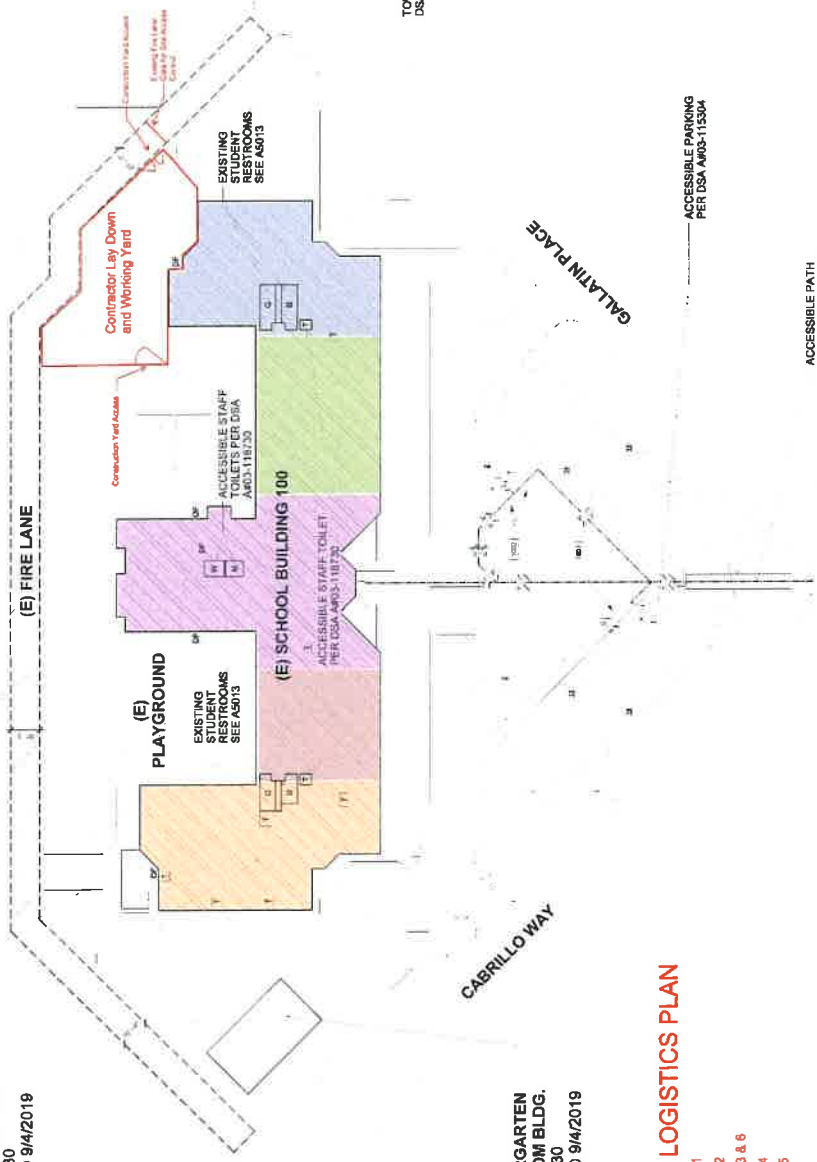
(E) TOILET BUILDING

(E) RELOCATABLE BUILDINGS A & B

(E) BUILDING 100  
 A# 03-51343  
 CLOSED 5/20/1992  
 A# 03-118730  
 CLOSED 9/4/2019

(E) KINDERGARTEN CLASSROOM BLDG.  
 A# 03-118730  
 CLOSED 9/4/2019

(E) RELOCATABLE BUILDINGS



**SITE LOGISTICS PLAN**

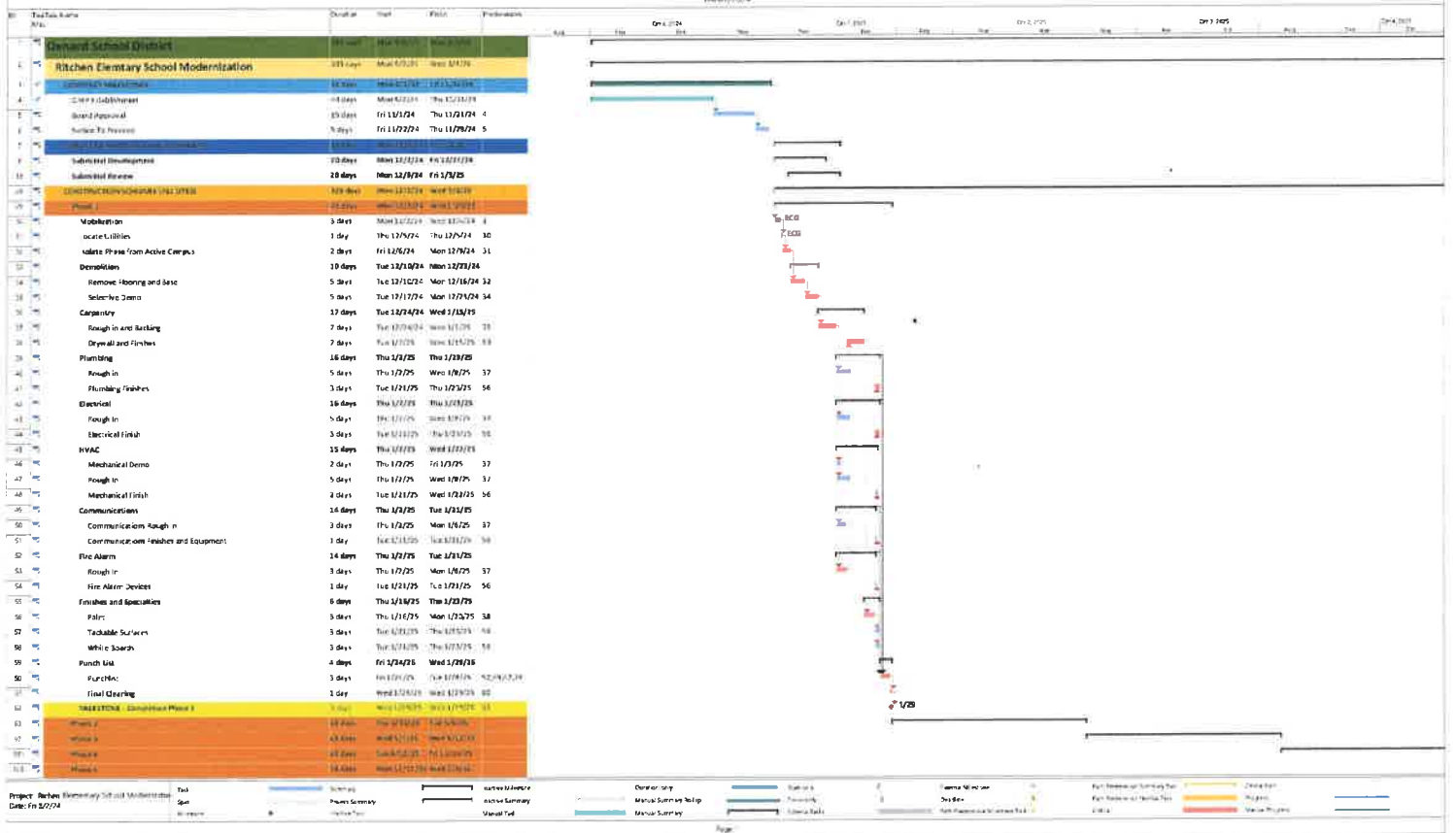
- PHASE 1
- PHASE 2
- PHASE 3 & 4
- PHASE 4
- PHASE 5

|             |   |
|-------------|---|
| PROJECT     | Redwood Elementary School Modernization |
| PROJECT NO. | 200 Camino Viejo, Oxnard, CA            |
| DRAWN BY    | CHANG BY                                |
| CHECKED BY  | CHANG BY                                |
| DATE        | 11/20/2019                              |
| SHEET TITLE | PHASE 1                                 |





**Oxnard School District  
 Richen Elementary School Modernization  
 Construction Schedule**  
 08/01/2024



## Oxnard School District Ritchen Elementary School Modernization Construction Schedule 08/01/2024

| ID | Task/Task Name<br>Mo                           | Duration | Start        | Finish       | Predecessors | 24 | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|----|--|----------|--------------|--------------|--------------|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 1  | <b>Oxnard School District</b>                  | 294 days | Mon 9/2/24   | Wed 3/4/26   |              |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 2  | <b>Ritchen Elementary School Modernization</b> | 393 days | Mon 9/2/24   | Wed 3/4/26   |              |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 3  | <b>CONTRACT MILESTONES</b>                     | 65 days  | Mon 9/2/24   | Fri 11/29/24 |              |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 4  | GMP Establishment                              | 44 days  | Mon 9/2/24   | Thu 10/31/24 |              |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 5  | Board Approval                                 | 15 days  | Fri 11/1/24  | Thu 11/21/24 | 4            |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 6  | Notice To Proceed                              | 5 days   | Fri 11/22/24 | Thu 11/28/24 | 5            |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 7  | <b>CONTRACT MILESTONES</b>                     | 25 days  | Mon 12/2/24  | Fri 1/3/25   |              |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 8  | Submittal Development                          | 20 days  | Mon 12/2/24  | Fri 12/27/24 |              |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 18 | Submittal Review                               | 20 days  | Mon 12/9/24  | Fri 1/3/25   |              |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 28 | <b>CONSTRUCTION SCHEDULE (ALL SITES)</b>       | 378 days | Mon 12/2/24  | Wed 3/4/26   |              |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 29 | <b>Phase 1</b>                                 | 43 days  | Mon 12/2/24  | Wed 1/23/25  |              |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 30 | Mobilization                                   | 3 days   | Mon 12/2/24  | Wed 12/4/24  | 3            |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 31 | Locate Utilities                               | 1 day    | Thu 12/5/24  | Thu 12/5/24  | 30           |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 32 | Isolate Phase from Active Campus               | 2 days   | Fri 12/6/24  | Mon 12/9/24  | 31           |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 33 | Demolition                                     | 10 days  | Tue 12/10/24 | Mon 12/23/24 |              |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 34 | Remove Flooring and Base                       | 5 days   | Tue 12/10/24 | Mon 12/16/24 | 32           |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 35 | Selective Demo                                 | 5 days   | Tue 12/17/24 | Mon 12/23/24 | 34           |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 36 | Carpentry                                      | 17 days  | Tue 12/24/24 | Wed 1/15/25  |              |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 37 | Rough in and Backing                           | 7 days   | Tue 12/24/24 | Wed 1/1/25   | 35           |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 38 | Drywall and Finishes                           | 7 days   | Tue 1/7/25   | Wed 1/15/25  | 53           |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 39 | Plumbing                                       | 16 days  | Thu 1/2/25   | Thu 1/23/25  |              |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 40 | Rough in                                       | 5 days   | Thu 1/2/25   | Wed 1/8/25   | 37           |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 41 | Plumbing Finishes                              | 3 days   | Tue 1/21/25  | Thu 1/23/25  | 56           |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
| 42 | Electrical                                     | 16 days  | Thu 1/2/25   | Thu 1/23/25  |              |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |

|  |                 |  |                       |  |                                 |  |                               |  |
|--|-----------------|--|-----------------------|--|---------------------------------|--|-------------------------------|--|
| Project: Ritchen Elementary School Modernization<br>Date: Thu 8/1/24 | Task            |  | Inactive Milestone    |  | Start only                      |  | Path Predecessor Summary Task |  |
|  | Split           |  | Inactive Summary      |  | Finish only                     |  | Path Predecessor Normal Task  |  |
|  | Milestone       |  | Manual Task           |  | External Tasks                  |  | Critical                      |  |
|  | Summary         |  | Duration only         |  | External Milestone              |  | Critical Split                |  |
|  | Project Summary |  | Manual Summary Rollup |  | Deadline                        |  | Progress                      |  |
|  | Inactive Task   |  | Manual Summary        |  | Path Predecessor Milestone Task |  | Manual Progress               |  |

## Oxnard School District Richen Elementary School Modernization Construction Schedule 08/01/2024

| ID  | Task/Task Name<br>Mox                 | Duration | Start        | Finish       | Predecessors |
|-----|---------------------------------------|----------|--------------|--------------|--------------|
| 43  | Rough In                              | 5 days   | Thu 1/2/25   | Wed 1/8/25   | 37           |
| 44  | Electrical Finish                     | 3 days   | Tue 1/21/25  | Thu 1/23/25  | 56           |
| 45  | HVAC                                  | 15 days  | Thu 1/2/25   | Wed 1/22/25  |              |
| 46  | Mechanical Demo                       | 2 days   | Thu 1/2/25   | Fri 1/3/25   | 37           |
| 47  | Rough In                              | 5 days   | Thu 1/2/25   | Wed 1/8/25   | 37           |
| 48  | Mechanical Finish                     | 2 days   | Tue 1/21/25  | Wed 1/22/25  | 56           |
| 49  | Communications                        | 14 days  | Thu 1/2/25   | Tue 1/21/25  |              |
| 50  | Communications Rough In               | 3 days   | Thu 1/2/25   | Mon 1/6/25   | 37           |
| 51  | Communications Finishes and Equipment | 1 day    | Tue 1/21/25  | Tue 1/21/25  | 56           |
| 52  | Fire Alarm                            | 14 days  | Thu 1/2/25   | Tue 1/21/25  |              |
| 53  | Rough In                              | 3 days   | Thu 1/2/25   | Mon 1/6/25   | 37           |
| 54  | Fire Alarm Devices                    | 1 day    | Tue 1/21/25  | Tue 1/21/25  | 56           |
| 55  | Finishes and Specialties              | 6 days   | Thu 1/16/25  | Thu 1/23/25  |              |
| 56  | Paint                                 | 3 days   | Thu 1/16/25  | Mon 1/20/25  | 38           |
| 57  | Tackable Surfaces                     | 3 days   | Tue 1/21/25  | Thu 1/23/25  | 56           |
| 58  | White Boards                          | 3 days   | Tue 1/21/25  | Thu 1/23/25  | 56           |
| 59  | Punch List                            | 4 days   | Fri 1/24/25  | Wed 1/29/25  |              |
| 60  | Punchlist                             | 3 days   | Fri 1/24/25  | Tue 1/28/25  | 52,49,42,39  |
| 61  | Final Cleaning                        | 1 day    | Wed 1/29/25  | Wed 1/29/25  | 60           |
| 62  | <b>MILESTONE - Completion Phase 1</b> | 0 days   | Wed 1/29/25  | Wed 1/29/25  | 61           |
| 63  | Phase 2                               | 69 days  | Thu 1/30/25  | Tue 5/6/25   |              |
| 97  | Phase 3                               | 69 days  | Wed 5/7/25   | Mon 8/11/25  |              |
| 131 | Phase 4                               | 69 days  | Tue 8/12/25  | Fri 11/14/25 |              |
| 165 | Phase 5                               | 78 days  | Mon 11/17/25 | Wed 3/4/26   |              |

Project: Richen Elementary School Modernization  
 Date: Thu 8/1/24

|                 |                       |                                 |                               |
|-----------------|-----------------------|---------------------------------|-------------------------------|
| Task            | Inactive Milestone    | Start only                      | Path Predecessor Summary Task |
| Split           | Inactive Summary      | Finish only                     | Path Predecessor Normal Task  |
| Milestone       | Manual Task           | External Task                   | Critical                      |
| Summary         | Duration only         | External Milestone              | Critical Split                |
| Project Summary | Manual Summary Rollup | Deadline                        | Progress                      |
| Inactive Task   | Manual Summary        | Path Predecessor Milestone Task | Manual Progress               |

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #24-147 – Heinemann (Fox/Cordes)**

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Heinemann will provide Professional Development for leveled literacy intervention coaching to K-5 teachers.

Term of Agreement: November 21, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$4,500.00 – Supplemental Concentration

#### **RECOMMENDATION:**

It is the recommendation of the Director, Teaching and Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-147 with Heinemann.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-147 - Heinemann 2024-2025 \(4 pages\)](#)  
[Proposal \(3 Pages\)](#)





Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into \_\_\_\_\_ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and \_\_\_\_\_, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ \_\_\_\_\_

Other Ancillary Cost, as applicable

\$ \_\_\_\_\_

Total not to Exceed

\$ \_\_\_\_\_

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
  - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
  - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
  - o Tuberculosis Clearance (Education Code § 49406)

**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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

**Confidentiality.** Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

**Fingerprinting.** Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

**Food Vendors.** Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit  Temporary Food Facility permit  Exempt – must show documentation

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

**Indemnification.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

**Insurance.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

|                      |  |
|----------------------|--|
| Personal vehicles:   | \$500,000.00 combined single limit or<br>\$100,000.00 per person / \$300,000.00 per accident |
| Commercial vehicles: | \$1,000,000.00 per accident for bodily injury and property damage                            |

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.  
  
If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability: CG 20 26 10 01
  - 2) Primary, non-contributory: CG 20 01 04 13
  - 3) Waiver of subrogation: CG 24 04 05 09
  - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

**Governing Law and Venues.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

**Dispute Resolution.** If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

**Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**Counterpart Execution.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

**Signature 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.

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

|                            |           |      |
|----------------------------|-----------|------|
| Provider Authorized Signer | Signature | Date |
|----------------------------|-----------|------|

**Oxnard School District**

|                      |           |      |
|----------------------|-----------|------|
| Director, Purchasing | Signature | Date |
|----------------------|-----------|------|



DEDICATED TO TEACHERS

**Proposal**  
Prepared For  
**Oxnard Elementary School Dist**

1051 S A St  
Oxnard CA 93030

Attention:  
Allison Cordes  
acordes@oxnardsd.org

For the Purchase of:  
**Leveled Literacy Intervention Professional  
Development Services**

Prepared By  
Nadra Ostrom  
nadra@ostromeducation.com

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchase may be reviewed here:

<https://www.heinemann.com/terms-of-purchase>

Send **Check Payments** to:  
Heinemann  
14046 Collections Center Drive  
Chicago, IL 60693  
Greenwood Publishing Group, LLC. Dba Heinemann

Attention:  
Allison Cordes  
acordes@oxnardsd.org  
**Confidential and Proprietary**

Send **Orders** to  
[orders@heinemann.com](mailto:orders@heinemann.com)  
FAX: 603-547-9917  
Heinemann  
P.O. Box 528  
Portsmouth, NH 03801

**Proposal for  
Oxnard Elementary School Dist**

| ISBN  | Title  | Price      | Quantity | Value of All Materials |
|---|--|------------|----------|------------------------|
| <b>Grade K-5<br/>Materials and Services</b> |  |            |          |                        |
| 1890923 9798202049934                       | Leveled Literacy Intervention Blended Coaching (1, In-Person and 2, 30-Minute sessions) Grades K-5 | \$4,500.00 | 1        | \$4,500.00             |

**Total for Materials and Services**

---

|                            |                   |
|----------------------------|-------------------|
| <b>Total for Grade K-5</b> | <b>\$4,500.00</b> |
|----------------------------|-------------------|

|  |                   |
|--|-------------------|
| <b>Subtotal Purchase Amount:</b>           | <b>\$4,500.00</b> |
| <b>Shipping &amp; Handling:</b>            | <b>\$0.00</b>     |
| <b>Sales Tax:</b>                          | <b>\$0.00</b>     |
| <hr/>                                      |                   |
| <b>Total Cost of Proposal (PO Amount):</b> | <b>\$4,500.00</b> |

Send **Check Payments** to:  
 Heinemann  
 14046 Collections Center Drive  
 Chicago, IL 60693  
 Greenwood Publishing Group, LLC. Dba  
 Heinemann

Attention:  
 Allison Cordes  
 acordes@oxnardsd.org

**HMH Confidential and Proprietary**

Send **Orders** to  
[orders@heinemann.com](mailto:orders@heinemann.com)  
 FAX: 603-547-9917  
 Heinemann  
 P.O. Box 528  
 Portsmouth, NH 03801

Proposal for  
Oxnard Elementary School Dist

**Total Cost of Proposal (PO Amount): \$4,500.00**

Thank you for considering Heinemann as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below additional terms of purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - o Point of Contact for Print materials
  - o Point of Contact for Digital materials
  - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

**Ship to:**

Oxnard Elementary School District  
1051 S A St  
Oxnard, CA 93030-7442

**Sold to:**

Oxnard Elementary School District  
1051 S A St  
Oxnard, CA 93030-7442

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of the Terms of Purchase linked or stated herein conflict with any preprinted terms on your purchase order, the Heinemann Terms shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

For greater detail, the complete Terms of Purchase may be reviewed here: <https://www.heinemann.com/terms-of-purchase>



Send **Check Payments** to:  
Heinemann  
14046 Collections Center Drive  
Chicago, IL 60693  
Greenwood Publishing Group, LLC. Db  
Heinemann

Attention:  
Allison Cordes  
acordes@oxnardsd.org

**Confidential and Proprietary**

Send **Orders** to  
[orders@heinemann.com](mailto:orders@heinemann.com)  
FAX: 603-547-9917  
Heinemann  
P.O. Box 528  
Portsmouth, NH 03801

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #24-151 – Grand Canyon University (Torres/Carroll)**

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This agreement between Oxnard School District and Grand Canyon University (GCU) will allow students of GCU to participate in student teaching internships, practicum, and observations at school sites within Oxnard School District.

Term of Agreement: November 21, 2024 through June 30, 2027

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-151 with Grand Canyon University.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-151 - Grand Canyon University \(7 pages\)](#)



## Field Placement Affiliation Agreement Between GCU and Oxnard School District

1. **PARTIES:** This Agreement (the “Agreement”) is entered into on this 11/20/2024 day by and between Grand Canyon University (“GCU”) and Oxnard School District located at 1051 South A Street Oxnard, California 93030 hereafter referred to as the (the “District”).
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which candidates of GCU may participate in College of Education (“COE”) Practicum/Field Experience, Student Teaching, Educational Administration Internships, or College of Humanities and Social Sciences (“CHSS”) School Counseling (SC) Practicum/Internships at the schools located in the District.
3. **TERM:** The term of this Agreement begins 11/21/2024 and ends 6/30/2027.
4. **Roles & Definitions:**
  - **Candidate:** The Candidate is defined as the student who is actively enrolled in a COE or CHSS program of study who works to fulfill all Practicum/Field experience, Student Teaching, Educational Administration Internships, or SC Practicum/Internships.
  - **Mentor:** The Mentor is defined as the teacher/educator hosting the COE or CHSS candidate in practicum/field experiences or educational administration internships.
  - **Cooperating Teacher:** The COE Cooperating Teacher (the “CT”) is defined as the teacher in whose classroom the candidate is placed in to complete the student teaching experience. The CT must be certified, endorsed, and/or licensed as a teacher.
  - **School Counseling (“SC”) Site Supervisor:** The SC Site Supervisor is defined as the clinical site supervisor in whose supervision the Candidate is placed to complete the practicum/internship field experience expectations for school counselors in training (“SCITs”). The SC Site Supervisor must meet the requirements as outlined in the Graduate Field Experience Manual.
  - **GCU Faculty Supervisor:** The GCU Faculty Supervisor is defined as the GCU approved supervisor who has oversight responsibility for the evaluation of the candidate during Student Teaching or SC Practicum/Internships.
  - **Practicum/Field Experience:** Practicum/field experiences are field-based learning opportunities that focus on observation, application, and reflection. Practicum/field experiences require the candidate to observe and interact in diverse, real-life educational settings, and to apply the theories and concepts learned in program coursework.
  - **Student Teaching:** Student teaching is the capstone experience at the end of the initial teacher licensure program that provides candidates with the opportunity to demonstrate mastery of knowledge and skills in a classroom setting. During the 15/16-week experience, dependent on program of study.
  - **Educational Administration Internships:** Educational Administration Internships are field-based learning opportunities for candidates enrolled in an Educational Administration program leading to principal licensure under the direct supervision of a certified school administrator.
  - **School Counseling (“SC”) Practicum/Internships:** SC Practicum/Internships are field-based learning opportunities for candidates enrolled in school counseling programs leading to initial licensure under the direct supervision of a certified school counselor.
5. **RESPONSIBILITIES OF THE DISTRICT:**
  - 5a. The District shall provide participating candidates with field placement experiences in a school of the District under direct supervision of a host teacher (“Cooperating Teacher”), host mentor

("Mentor"), or SC Site Supervisor that meets the minimum GCU qualification requirements as outlined in the applicable program manual (See Appendices).

**5b.** The District shall ensure that the Cooperating Teacher/Mentor/SC Site Supervisor provides oversight, feedback and mentoring to GCU's participating candidates. Cooperating Teacher/Mentor/SC Site Supervisor expectations are outlined in the applicable program manual. (See Appendices.)

**5c.** The District shall provide the participating candidate prior to the start of the field placement with any District policies and procedures to which the candidate is expected to adhere to during the candidate's field placement while on District premises.

**5d.** The District shall allow a GCU faculty supervisor (the "GCU Faculty Supervisor") virtual and/or in-person access to the host school and classroom for the specific purpose of observing the participating candidate or consulting with the SC Site Supervisor.

**5e.** The District shall through the involvement of the Cooperating Teacher/Mentor/SC Site Supervisor, communicate with the GCU Faculty Supervisor and candidate to provide feedback on the candidate's performance which will be used by the GCU Faculty Supervisor for completion of the candidate's formal evaluation.

**5f.** The District shall have the right to refuse a candidate for field placement or may terminate the field placement of any candidate based upon its good faith determination that the candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. Notices of such decisions shall be provided to GCU in writing and shall state reasons for such decisions.

**5g.** The District shall provide participating candidates with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

**5h.** The District shall promptly and thoroughly investigate any complaint by any participating candidate or GCU regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify GCU of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

**5i.** The District shall support the candidate in compliance with all policies of GCU that pertain to this Agreement as outlined in the University Policy Handbook and applicable program manuals. Please refer to the program manuals regarding recording, virtual services, and informed consent requirements(see Appendices).

**5j.** The District shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

**6. RESPONSIBILITIES OF GCU:**

**6a.** GCU shall not provide compensation to Mentors or SC Site Supervisors hosting candidates for Practicum/Field Experiences, Educational Administration Internships, SC Practicum/Internships, or Student Teaching in the instance where the candidate is employed as a full-time teacher of record.

**6b.** GCU shall pay a \$500 stipend to Cooperating Teachers hosting student teaching candidates per each 15/16-week session of full-time service. Longer or shorter sessions will be paid on a pro-rated basis.

**6c.** GCU shall pay the stipend upon the completion of the student teaching semester provided all paperwork has been submitted.

**6d.** GCU shall provide a GCU Faculty Supervisor for candidates completing the student teaching, SC practicum/internships or educational administration internships to evaluate a candidate's performance

through virtual and/or in-person observations. The GCU Faculty Supervisor will meet requirements and expectations as outlined in the applicable program's handbook.

**6e.** GCU shall require that all candidates who must enter a field placement site provide GCU with a current and clear copy of a background check. GCU will prohibit candidates from moving forward in the field placement process until this document is received.

**6f.** GCU shall promptly and thoroughly investigate any complaint by any participating candidate or the District regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

**6g.** GCU shall support the candidate in compliance with all policies of District that pertain to this Agreement as outlined in policy handbook and applicable program manuals.

**6h.** GCU shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

**7. CANDIDATE COMPLIANCE WITH GCU AND DISTRICT POLICIES and PROGRAMMATIC HANDBOOKS:**

Candidates accepted to the District for field placement shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of candidates to the District, GCU will advise candidates of any specific requirements that must be met to participate in the applicable field placement. These specific requirements are outlined in the applicable program manual. (See Appendices.) Failure to complete the requirements will result in non-placement of candidates.

- 8. PAID POSITIONS/EMPLOYMENT:** GCU does not solicit, source, or guarantee paid opportunities or employment for candidates. GCU may allow a candidate to maintain a paid position during Student Teaching or SC Practicum/Internship if deemed appropriate by the District and the role is in alignment to the candidate's university program of study, setting and coursework requirements and desired certification. The candidate must have an appropriately certified mentor/Cooperating Teacher/SC Site Supervisor available at the school site. Candidates requesting to hold a paid position must complete additional documentation that requires written approval from the District. Requests to student teach or SC practicum/internship in a paid position are reviewed by the applicable College on a case-by-case basis and are not guaranteed.

**9. INSURANCE AND LIABILITY**

**9a. College of Education (Practicum/Field Experience, Student Teaching, Educational Administration Internships):** GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

- Commercial General Liability (Minimum Requirements):  
Limits of Liability:  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury/Advertising Injury  
\$5,000 Medical Payments  
Coverage:  
Premises/Operation Liability  
Medical Payments Liability  
Contractual Liability  
Personal Injury Liability  
Independent Contractors
- Professional Liability, as related to Educational Services:  
Limits of Liability:

- \$1,000,000 Each wrongful act
- \$1,000,000 Aggregate
- Automobile Liability:
  - Limits of Liability:
  - \$1,000,000 Combined Single Limit
- Sexual Abuse or Molestation Liability:
  - Limits of Liability:
  - \$1,000,000 Each
  - \$1,000,000 Aggregate

**9b. College of Humanities and Social Sciences (CHSS) School Counseling:** Each candidate will be required to provide proof of his/her own professional liability insurance in the amounts of \$1,000,000 per claim/\$3,000,000 aggregate to the GCU field experience office.

- Commercial General Liability (Minimum Requirements):
  - Limits of Liability:
  - \$1,000,000 Combined Single Limit
  - \$2,000,000 General Aggregate
  - \$1,000,000 Products Aggregate
  - \$1,000,000 Personal Injury
  - \$5,000 Medical Payments
  - Coverage:
  - Premises/Operation Liability
  - Medical Payments Liability
  - Contractual Liability
  - Personal Injury Liability

**10. FERPA:** GCU and the District agree to protect the candidate’s and/or student’s educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g (“FERPA”) and any applicable policy of GCU and the District. To the extent permitted by law, GCU and the District may share information from a candidate’s and/or student’s educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share educational records with any third party without the candidate’s and/or student’s prior written consent.

**11. CONFIDENTIALITY:** GCU shall inform each participating candidate of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating candidate of any applicable State law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher, Mentor, or SC Site Supervisor that they are bound to maintain in confidence, any documents or other confidential information about the participating candidate and GCU to which they might have access. Any breach of confidentiality by a participating candidate, Cooperating Teacher, Mentor, or SC Site Supervisor shall be grounds for immediate termination of the field placement.

**12. INDEMNIFICATION AND HOLD HARMLESS:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

**13. USE OF MARKS AND LOGOS; RIGHT OF PUBLICITY:** The District hereby grants GCU the right and license to publish and/or use District’s logos or trademarks for all purposes connected with the promotion of the Agreement. Notwithstanding the foregoing license, District shall retain all right, title, and interest in and to

District's logos and trademarks. District shall allow GCU to publicize District, the Agreement and the related programs in all advertising, publicity, and promotion, including GCU websites, and social media. GCU's right to utilize District's logos and trademarks and right of publicity will survive the termination or expiration of this Agreement for a reasonable period of time until GCU is able to revise and update such materials, websites, and social media.

**14. ASSIGNMENT:** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this Agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.

**15. NOTICES:** Notices under this Agreement shall be in writing and mailed electronically, or delivered to the parties as follows:

**Grand Canyon University**

COE/CHSS Affiliations

[COEAffiliations@gcu.edu](mailto:COEAffiliations@gcu.edu)

Subject: Oxnard School District Affiliation Agreement Notification

**School/District Information**

Oxnard School District

1051 South A Street

Oxnard, California 93030

**16. MODIFICATION OF AGREEMENT:** This Agreement may be modified only by written amendment executed by both parties.

**17. TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement.

**18. PARTNERSHIP/JOINT VENTURE/EMPLOYEMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Candidates are not employees, independent contractors, or agents of GCU. The relationship between candidates and the District shall be determined by the District according to its policies and agreements with the candidates.

**19. INDEPENDENT CONTRACTOR:** The relationship between Cooperating Teachers (hosting College of Education student teachers) and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of their own state and federal income tax and self-employment tax as applicable.

**20. NONDISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or candidates because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

**21. GOVERNING LAW:** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Arizona, without giving effect to its conflict of laws rules. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be settled by confidential arbitration under the Rules for Commercial Arbitration of the American Arbitration Association, by one arbitrator reasonably familiar with the business pertaining to the services covered by the Agreement, appointed in accordance with such Rules. The arbitrator shall apply the laws of the State of Arizona to the merits of any dispute or claim. Judgment on the award entered by the arbitrator may be entered in any court having jurisdiction thereof.

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

**Grand Canyon University**

By:   
Signature

Name: Dr. Meredith Critchfield

Title: Dean, College of Education

Date: 9/24/2024

By:   
Signature

Name: Dr. Anna Edgeston

Title: Assistant Dean of College of Humanities and Social Sciences

Date: 9/24/2024

**Oxnard School District**

By: \_\_\_\_\_  
Signature

Name: Melissa Reyes

Title: Director, Purchasing

Date: \_\_\_\_\_

## Appendices

### GCU University Policy Handbook (UPH)

[University Policy Handbook](#)

### College of Education (COE) Appendix

[clinical-field-experience-handbook-all-programs.pdf \(gcu.edu\)](#)

[student-teaching-manual-all-programs.pdf \(gcu.edu\)](#)

[master-education-admin-internship-manual \(1\).pdf \(gcu.edu\)](#)

### College of Humanities and Social Sciences (CHSS) Appendix

[College-of-Humanities-and-Social-Sciences-Graduate-Field-Experience-Manual\\_9.1.2023.pdf \(gcu.edu\)](#)

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #24-152 – California State University, Northridge – Clinical Practicum Program (Torres/Carroll)**

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This Agreement/MOU with California State University, Northridge (CSUN), is requesting approval of a practicum agreement that provides graduate training for the Master of Social Work.

Terms of Agreement: November 21, 2024 through June 30, 2027

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-152 with California State University, Northridge.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-152 - CSUN \(9 pages\)](#)





**SOCIAL WORK FIELD EDUCATION PRACTICUM AGREEMENT**

This Agreement is between the Oxnard School District (“Practicum Site”) and The Trustees of the California State University, California State University, Northridge (“University”), and is effective as of November 20, 2024.

A. Practicum Site is a non-profit social services agency, general acute care hospital, medical center, correctional institution, skilled nursing facility, private practice clinic or is an independent or unified school district.

B. University operates a program offering a **Master of Social Work Degree**. This program is fully accredited by the Council on Social Work Education (CSWE).

C. The purpose of this agreement is to provide the graduate training for the **Master of Social Work**. The parties will both benefit by making a clinical training program (“Program”) available to University students at Practicum Site.

The parties agree as follows:

I. UNIVERSITY’S RESPONSIBILITIES

A. **Student Profile.** University shall make available to Practicum site a Field Application Student Profile which shall include the student’s name, address, telephone number, and other pertinent information. Each student shall be responsible for submitting his or her student profile before the Program training period begins. Practicum Site shall regard this information as confidential and shall use the information only to identify each student.

B. **Schedule of Assignments.** University shall notify the supervisor at Practicum site of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed experience. The maximum number of students shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. **Program Coordinator.** University shall designate a faculty member to coordinate with Practicum Site’s designee in planning the Program to be provided to students.

D. **Records.** University shall maintain all personnel records for its staff and all academic records for its students.

E. **Student Responsibilities.** University shall notify students in the program that they are responsible for:

- 1) Complying with Practicum Site's clinical and administrative policies, procedures, rules and regulations;
- 2) Arranging for his/her own transportation and living arrangements;
- 3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the Practicum Site;
- 4) Procuring and maintaining in force health insurance coverage throughout the term of the student's clinical practice at the Clinical Site. Evidence of such insurance shall be provided to the Practicum Site prior to the start of each student's clinical rotation upon request.
- 5) Maintaining the confidentiality of patient information.
  - a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the practicum experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.
  - b) Neither the University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by Practicum Site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.
  - c) Practicum Site shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.
- 6) Complying with Practicum Site's dress code and wearing name badges identifying themselves as students, if specified by Practicum site.

7) Insurance requirements. See Section 5, Paragraph B.

F. **Field Experience Plan.** University shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the Practicum Site's representative and the University's Field Faculty representative.

G. **Field Conference.** University shall facilitate periodic conferences between appropriate representatives of the Field Faculty and Practicum Site to evaluate the field experience program provided under this Agreement.

H. **Payroll Taxes and Withholdings.** University shall be solely responsible for any payroll taxes, withholdings, and insurance or benefits of any kind for University's employees, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, from the University. For purposes of this agreement, however, students are trainees and shall be considered members of Practicum Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

## II. PRACTICUM SITE RESPONSIBILITIES

A. **Field Experience.** Practicum Site shall accept from University the student and shall provide the student with a supervised field experience.

B. **Practicum Site Designee.** Practicum Site shall designate a member of its staff to participate with University's designee in planning, implementing, and coordinating the Program. Practicum Site shall notify the University's Director of Field Education in advance of any change in the Practicum Site's personnel appointments that may affect the student field program.

C. **Access to Facilities.** Practicum Site shall permit students enrolled in the Program access to Practicum Site facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with Practicum Site's activities.

D. **Records and Evaluations.** Practicum Site shall maintain complete records and reports on student's performance and provide an evaluation to University on forms the University shall provide.

E. **Withdrawal of Students.** Practicum Site may request that University withdraw from the program any student whom Practicum Site determines is not performing satisfactorily, refuses to follow Practicum Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing. Once the University receives the request in writing, the University will take appropriate steps to comply.

F. **Emergency Health Care/First Aid.** Practicum Site shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as otherwise provided in this agreement, Practicum Site shall have no obligation to furnish medical or surgical care to any student.

G. **Practicum Site's Confidentiality Policies.** As trainees, students shall be considered members of Practicum Site's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Practicum Site's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Practicum Site shall provide students with substantially the same training that it provides to its regular employees.

### III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

### IV. STATUS OF STUDENTS

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University or of the Practicum Site for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of Practicum Site's "workforce" for purposes of HIPAA compliance.

### V. INSURANCE

A. **University Insurance.** University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to Practicum Site. University shall provide Practicum Site with evidence of the insurance required under this paragraph upon request of the Practicum Site. University shall promptly notify Practicum Site of any cancellation,

reduction, or other material change in the amount or scope of any coverage required hereunder. See Additional terms on Exhibit A.

**B. Student Insurance.** University shall require that, during the term of each student's clinical rotation, each student shall be covered by comprehensive general and professional liability insurance to protect the student, Practicum Site and University against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such insurance shall be with limits not less than one million dollars (\$1,000,000) for each claim, three million dollars, (\$3,000,000) policy aggregate, on a claims made basis including three (3) years extended reporting period.

**C. Practicum Site Insurance.** Practicum Site shall maintain a program of self-insurance to fund its liabilities during the term of this Agreement, at its sole cost and expense. Practicum Site shall provide University with evidence of self-insurance as required under this paragraph upon request of the University. Coverage under such insurance shall be with limits not less than two million dollars (\$2,000,000) for each occurrence, and four million dollars (\$4,000,000) in the aggregate, on a claims made basis including three (3) years extended reporting period. Practicum Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of such self-insurance.

VI. INDEMNIFICATION. See Exhibit A.

VII. TERM AND TERMINATION

- A. **Term.** This Agreement shall be effective as of **November 21, 2024** and shall remain in effect until **June 30, 2027** unless terminated by either party pursuant to Section VII. C, Termination.
- B. **Renewal.** This Agreement may be renewed by mutual agreement

C. **Termination.** This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

## VIII. GENERAL PROVISIONS

A. **Amendments.** In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph H, to the extent it provides that students are members of Practicum Site's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. **Assignment.** Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. **Attorney's Fees.** In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs.

D. **Captions.** Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. **Entire Agreement.** This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. **Notices.** Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

J. **COVID19.** [Facility] is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. [Facility] is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. [Facility], to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, [Facility] will take steps to comply with the modified, changed or updated guidelines or directives. If at any time [Facility] becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

K. **Severability.** If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

J. Exhibit A is hereby incorporated in this Agreement.

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

**UNIVERSITY**

California State University, Northridge  
Purchasing & Contract Administration  
18111 Nordhoff Street  
Northridge, CA 91330-8231

[mariamelissa.atienza@csun.edu](mailto:mariamelissa.atienza@csun.edu)  
818/677-2069

By: \_\_\_\_\_  
Name: Maria Melissa Y. Atienza  
Title: Contracts Specialist, Purchasing &  
Contract Administration

Date: \_\_\_\_\_

Master of Social Work Program  
College of Social and Behavioral Sciences  
18111 Nordhoff Street  
Northridge, CA 91330-8226

**PRACTICUM SITE**

Oxnard School District  
Address: 1051 South A Street  
Oxnard, CA 93030

E-Mail: [mvreyes@oxnardsd.org](mailto:mvreyes@oxnardsd.org)

By: \_\_\_\_\_  
Name: Melissa Reyes  
Title: Director of Purchasing

Date: \_\_\_\_\_

## EXHIBIT A

### **LIABILITY INSURANCE & WORKERS' COMPENSATION**

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance with no exclusion for molestation or abuse at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above-described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on any individuals considered as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.



The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$2 million per claim per occurrence/ \$4 million aggregate.

District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.

## **INDEMNIFICATION**

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees. District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

## **ADDITIONAL PROVISIONS**

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county where the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Facilities Agreement

### **Approval of Field Contract Agreement #24-153 Falcon Roofing Company (DeGenna/Miller)**

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Falcon Roofing Company will perform Roof Replacement on the Walk In Freezers at Curren and Driffill Kitchens per attached proposal dated 12/13/2023.

Start Date: November 21, 2024

Completion Date: December 9, 2024

#### **FISCAL IMPACT:**

\$22,429.00 – Deferred Maintenance

#### **RECOMMENDATION:**

It is the recommendation of the Director of Facilities and the Superintendent that the Board of Trustees approve Field Contract Agreement #24-153 with Falcon Roofing Company, in the amount of \$22,429.00.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-153 - Falcon Roofing \(15 pages\)](#)  
[Proposal \(1 Page\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

This Services Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by and between Oxnard School District (hereinafter referred to as “District”) and \_\_\_\_\_,  
(hereinafter referred to as “Provider.”)

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

\_\_\_\_\_  
Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

**3. NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

- 4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

- 5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20\_\_\_\_. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

**[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]**

- 6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
  - a. Personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

|                       |                       |
|-----------------------|-----------------------|
| District              | Provider              |
| Attn: _____           | Attn: _____           |
| Street                | Street                |
| City, State, Zip Code | City, State, Zip Code |

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
  - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

|  | <u>Each Occurrence</u> | <u>Aggregate</u> |
|--|------------------------|------------------|
| Individual, Sole Proprietorship,<br>Partnership, Corporation, or Other | \$ 1,000,000.00        | \$ 2,000,000.00  |

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or  
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

|  | Each Occurrence | Aggregate       |
|--|-----------------|-----------------|
| <input type="checkbox"/> Abuse and Molestation | \$ 2,000,000.00 | \$4,000,000.00  |
| <input type="checkbox"/> Pollution Liability   | \$ 1,000,000.00 | \$ 2,000,000.00 |
| <input type="checkbox"/> Cyber Liability       | \$ 5,000,000.00 |                 |
| <input type="checkbox"/> Other: _____          | \$ _____        | \$ _____        |



- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability
    - Facilities Rental or Lease: CG 20 11 10 01;
    - Most Other services: CG 20 26 10 01.
  - 2) Primary, Non-Contributory
    - CG 20 01 01 13
  - 3) Waiver of Subrogation
    - CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

**THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.**

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

**FEES:**

|  |          |
|--|----------|
| Compensation for Services                | \$ _____ |
| Actual and Necessary Travel Expenses     | \$ _____ |
| Other Expenses                           | \$ _____ |
| Total Amount not to Exceed               | \$ _____ |
| Deposit                                  | \$ _____ |
| Balance Due after Completion of Services | \$ _____ |

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

**PAYMENT SCHEDULE:**

Submit invoice upon completion of project to [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org) and [m6lopez@oxnardsd.org](mailto:m6lopez@oxnardsd.org). Net 30 terms.

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C  
REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2024

Provider: \_\_\_\_\_

**I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)**

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

**By signing below I certify, under penalty of perjury, that: (i)** I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**II. Tuberculosis Risk Assessments Certification (Education Code Section 49406).** With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

**By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that** the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date



**III. Conflict of Interest Certification**

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: \_\_\_\_\_

# FALCON ROOFING COMPANY

425 Constitution Ave. Suite D. Camarillo, Ca. 93012

Office: (805) 484-7400 Fax: (805) 484-9200

Calif. Contractors License # 715753

## QUOTE

**TO:**

Oxnard School District  
1055 South C Street  
Oxnard , CA. 93030

Date 12 /13 /2023

**ATTN:**

Marcos Lopez

**RE:**

Curren Elementary School  
( Walk In Freezer Roof )

The following quote includes all labor and materials to complete retrofitting the existing roof system at the above mentioned location with a Tremco KEE Single Ply roof system.

**QUOTE \$ 11,543.00**

**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. One (1) Year workmanship warranty on completed retrofit roof system.
4. Some of the existing cooling system may need to be removed by others to facilitate area of roof retrofit.
5. Work to be completed during normal business hours.
6. Addendum #1 Noted



Mike Parrent

date

Falcon Roofing Company

Marcos Lopez

date

Oxnard School District

# FALCON ROOFING COMPANY

425 Constitution Ave. Suite D. Camarillo, Ca. 93012

Office: (805) 484-7400 Fax: (805) 484-9200

Calif. Contractors License # 715753

## QUOTE

**TO:**

Date 10/24/24

Oxnard School District  
1055 South C Street  
Oxnard , CA. 93030

**ATTN:**

Marcos Lopez

**RE:**

Driffill Elementary School  
( Walk In Freezer Roof )

The following quote includes all labor and materials to complete retrofitting the existing roof system at the above mentioned location with a Tremco KEE Single Ply roof system.

**QUOTE \$ 10,886.00**

**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. One (1) Year workmanship warranty on completed retrofit roof system.
4. Some of the existing cooling system may need to be removed by others to facilitate area of roof retrofit.
5. Work to be completed during normal business hours.
6. Addendum #1 Noted



Mike Parrent  
Falcon Roofing Company

date

Marcos Lopez  
Oxnard School District

date

# BID BOND

**CONTRACTOR:**

*(Name, legal status and address)*

**Falcon Roofing Company**  
425 Constitution Ave. Suite D  
Camarillo, CA 93012

**OWNER:**

*(Name, legal status and address)*

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

**BOND AMOUNT:** Ten percent (10%) of total amount bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

**Roof Replacement - Drifill & Curren School Freezer Buildings**

**SURETY:**

*(Name, legal status and address)*

**Philadelphia Indemnity Insurance Company**  
2601 Market Place, Suite 30  
Harrisburg, PA 17110

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of October, 2024

*(Witness)*

**Falcon Roofing Company**

*(Principal)*

*(Seal)*

*(Title)*

**Philadelphia Indemnity Insurance Company**

*(Surety)*

*(Seal)*

*(Title)* Cyndi Beilman, Attorney-in-Fact

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Cyndi Beilman, Rebecca James and Riley Shoen of Surety Associates of Southern California Insurance Services**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

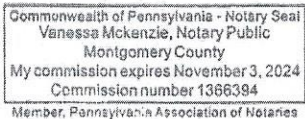


(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of October, 2024.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

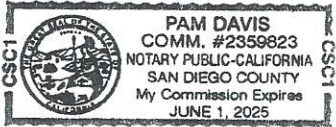
STATE OF CALIFORNIA

County of San Diego }

On October 10, 2024 before me, Pam Davis, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_

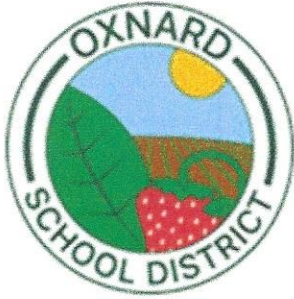
Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_



## ADDENDUM #1

Thursday, October 17, 2024

### OXNARD SCHOOL DISTRICT

#### FIELD CONTRACT - ROOF REPLACEMENTS @ CURREN & DRIFILL SCHOOLS WALK-IN FREEZERS PROJECT

#### **NOTICE TO ALL CONTRACTORS SUBMITTING BIDS FOR THIS WORK:**

You are hereby notified of the following changes, clarifications or modifications to the original Contract Documents, Project Manual, Drawings, Specifications, and subsequent Addenda. This Addendum shall supersede the original; Contract Documents, and previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein. All other conditions remain unchanged.

#### **CHANGES AND/OR CLARIFICATIONS TO THE PROJECT MANUAL, CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS:**

##### BID OPENING DATE CHANGE

We understand the need for additional time to bid on the project and are therefore extending the bid due date.

**Date Change:** Proposals to Oxnard School District were due by Wednesday, October 16th, 2024, at 4:00 PM

**New Date:** Thursday, October 24th, 2024 at 4:00 PM.

Please email proposals to Melissa Reyes at [mvreyes@oxnardsd.org](mailto:mvreyes@oxnardsd.org).

END OF ADDENDUM #1

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #24-156 – Instructure, Inc. (Fox/Hubbard)**

---

The Oxnard School District is teaming up with Instructure Inc. to improve the organization and usability of Canvas courses in our K-8 schools. This initiative aims to boost Canvas adoption in elementary grades (TK-5) by introducing a more age-appropriate theme, making the platform more engaging and user-friendly for younger students. The project will be carried out remotely over the next year. We anticipate that these enhancements will benefit both students and teachers in their use of Canvas.

Term of Agreement: November 21, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$31,350.00 – Supplemental Concentration

#### **RECOMMENDATION:**

It is the recommendation of the Chief Information Officer, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-156 with Instructure, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-156, Instructure, Inc. \(4 Pages\)](#)  
[Statement of Work \(16 Pages\)](#)





Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into \_\_\_\_\_ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and \_\_\_\_\_, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services \$ \_\_\_\_\_

Other Ancillary Cost, as applicable \$ \_\_\_\_\_

Total not to Exceed \$ \_\_\_\_\_

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
  - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
  - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
  - o Tuberculosis Clearance (Education Code § 49406)

**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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

**Confidentiality.** Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

**Fingerprinting.** Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

**Food Vendors.** Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit  Temporary Food Facility permit  Exempt – must show documentation

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

**Indemnification.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

**Insurance.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

|                      |  |
|----------------------|--|
| Personal vehicles:   | \$500,000.00 combined single limit or<br>\$100,000.00 per person / \$300,000.00 per accident |
| Commercial vehicles: | \$1,000,000.00 per accident for bodily injury and property damage                            |

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.  
  
If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability: CG 20 26 10 01
  - 2) Primary, non-contributory: CG 20 01 04 13
  - 3) Waiver of subrogation: CG 24 04 05 09
  - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

**Governing Law and Venues.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

**Dispute Resolution.** If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

**Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**Counterpart Execution.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

**Signature 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.

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

\_\_\_\_\_  
Provider Authorized Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Oxnard School District**

\_\_\_\_\_  
Director, Purchasing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Statement of Work



**Oxnard School District**

K8 Sub-Account Course Moves

**SUBMITTED BY:**

Brian M. Vibert

Created: September 10, 2024

Updated: September 19, 2024

*This Statement of Work ("**SOW**") is governed by the Master Terms and Conditions available at <https://www.instructure.com/policies/mastertermsconditions> and the Professional Services Supplement available at <https://www.instructure.com/policies/product-supplements/professional-services>.*

## Summary

Oxnard School District (“**Customer**”) is engaging Instructure Professional Services (“**Instructure**”) to create automation to move K5 courses into K5 specific Sub-Accounts and 6-8 courses into specific Sub-Accounts (“the **Solution**”).

| IMPLEMENTATION COST <sup>1</sup> | ESTIMATED DURATION <sup>2</sup> |
|----------------------------------|---------------------------------|
| \$21,350                         | 21 Days                         |

## Project Approach

Deliverables will be created in phases (referred to as milestones in this SOW) according to the requirements documented in Appendix A.

### Communication Plan

- After this SOW is signed, Instructure will review objectives, plans, and risks with Customer.
- A weekly, written update from Instructure will communicate status, schedule, open issues, and risks.
- A closing document will be provided to Customer after the Solution is delivered.
- Additional communication (e.g., weekly calls, User Acceptance Testing status emails) may be required, depending on Solution complexity.

---

<sup>1</sup> Excludes hosting, maintenance, and support fees; see Fees & Billing for full pricing.

<sup>2</sup> Base estimate, after development begins, of business days to complete all project development work and testing; see Development Timeline & Milestones for details.

## Change Management

This SOW contains the complete scope of the project as understood by Instructure and Customer. Any changes to the scope defined by this SOW will be subject to review by Instructure. If approved, the changes will be classified and handled by Instructure as follows:

- Changes to the Solution affecting scope, specifications, timeline or milestone schedule, pricing, or estimates may be requested in writing and are only effective if signed by both parties (each, a “Change Order”).
- Minor changes to the Solution that do not affect the scope, specifications, timeline or milestone schedule, pricing, or estimates may be accepted by Instructure via email confirmation and without a signed Change Order.

## User Stories

User stories briefly and simply describe the Solution’s users, what features they need, and why. They are the foundation for the Solution’s requirements, milestones, and test cases.

|   |   |
|---|---|
| 1 | As a <b>Canvas Administrator</b> , I can see that SIS provisioned courses for which the course’s default section title starts with “P15-” are routed into specific sub-accounts, so that K5 courses are located within a sub-account for which the K5 experience has been enabled.          |
| 2 | As a <b>Canvas Administrator</b> , I can see that SIS provisioned courses for which the course’s default section title does not starts with “P15-” are routed into specific sub-accounts, so that 6-8 courses are located within a sub-account for which the grade passback can be enabled. |

## Development Timeline & Milestones

Development will begin approximately **1-2 weeks** after this agreement is executed. Instructure's base estimate is **21 business days** to complete all project development work and testing (i.e., development, quality assurance, and user acceptance testing for all milestones).

Detailed descriptions of the Solution's development milestones and deliverables are included in Appendix A.

## Limitations & Exclusions

1. Unless stated otherwise within this SOW, the general Limitations & Exclusions found in Appendix B of this SOW apply to all professional services and Solutions delivered.
2. All custom Solutions that include user interface design and development will comply to the UI standards detailed in Appendix C unless otherwise noted in a subsequent SOW or Change Order.
3. Courses will be moved to sub-accounts based on the courses' default section's section name, the destination course's sub-account SIS IDs, and a Customer-provided mapping file.
4. Courses are moved during a periodic sync process. These periodic sync processes will be scheduled to run every 4 hours.
5. No Customer-accessible logging of the Solution's course identifying or moving procedures are included with the Solution, however standard Canvas SIS Import Functionality does include limited logging that can be accessed by Customer.



## Fees & Billing

### Implementation Costs

| DESCRIPTION                                 | AMOUNT          |
|---|-----------------|
| Requirements Documentation Drafting         | \$1,350         |
| <b>Milestone 1:</b> K5 Course Move Solution | \$20,000        |
| <b>TOTAL</b>                                | <b>\$21,350</b> |

An invoice for Requirements Documentation Drafting will be generated upon execution of this agreement. Invoices for implementation will be generated upon acceptance of each milestone<sup>3</sup>. Invoices are due at net 30 days.

Services expire 12 months from execution of this agreement. Any unused services will be invoiced upon expiration.

No deliverables will be produced against expired milestones after expiration.

---

<sup>3</sup> See Acceptance & Delivery

### Hosting, Maintenance, and Support Costs

| DESCRIPTION | AMOUNT   |
|-------------|----------|
| Year 1      | \$10,000 |

The first annual maintenance invoice will be prorated to align with Customer’s Canvas subscription renewal and is generated upon either the date of delivery of the final milestone (i.e., the full Solution) to Customer<sup>4</sup> or 12 weeks after the Effective Date of this agreement (see Expiration & Effective Date section below), whichever is earlier. Invoices are due at net 30 days.

Maintenance and support will be provided at the amounts quoted in the table above, provided Customer retains an active subscription contract with Instructure.

After the period(s) quoted in the table above, the following applies:

- Instructure reserves the right to review and adjust hosting, maintenance, and support costs annually and will provide notice of changes. If no review occurs, maintenance fees will increase by 10% annually.
- Either Instructure or Customer may opt out of continuing maintenance and support by providing written notice 60 days before the Solution-delivery anniversary date. There will be no refunds provided if either party opts out of maintenance and support.

---

<sup>4</sup> See Acceptance & Delivery

## User Acceptance Testing

User Acceptance Testing (UAT) is Customer-performed validation after development and internal quality assurance testing are complete. UAT ensures that user stories and requirements defined in this SOW and Appendix A are delivered:

1. Instructure schedules UAT dates.
2. Instructure provides UAT instructions and test cases to Customer.
3. Instructure stages milestone deliverable(s) to an environment that Customer can access.
4. Customer has **up to 4 business days** to validate the Solution is functioning as specified in this agreement.
5. Instructure reviews any reported issues and determines which, if any, are defects.
  - 5.1. If any defects are identified, Instructure provides a defect-resolution plan to Customer within 4 business days.
    - 5.1.1. Only defects or in-scope changes will be resolved; new functions or scope will require a separate SOW.
    - 5.2. Instructure notifies Customer when defect fixes are complete.
    - 5.3. Customer has 2 business days to validate defect fixes.

## Acceptance & Delivery

Milestone 1 is considered delivered to and accepted by Customer upon execution of this agreement.

For all other milestones, a milestone is considered accepted when Customer acknowledges that it is performing as designed (i.e., either no defects were found or fixes/changes authorized by Customer during UAT are completed).

**Note:** Acceptance is automatic if no UAT is required, or if Customer does not perform UAT<sup>5</sup> or validate defect fixes within 2 business days<sup>6</sup>.

Upon completion of each milestone, Instructure will send an Acceptance Confirmation to Customer for Customer's signature ("**Acceptance Confirmation**"). If Instructure does not receive a signed copy of the Acceptance Confirmation, or a written response disputing acceptance of the applicable milestone, from Customer within 5 business days from the date of the Acceptance Confirmation, such milestone shall be considered accepted.

After the last milestone is accepted, the Solution will be delivered (e.g., moved to Customer's production environment). If delivery is delayed by Customer for more than 60 days after the final milestone is accepted, additional time for re-testing may be required before the Solution can be put into production. Once in production, the Solution will not be available in any non-production environments. Long-term Solution access within a non-production environment requires a separate agreement.

Issues identified after acceptance or delivery will be addressed as defined in the Maintenance & Support section, below.

## User Documentation

A basic user guide describing the Solution's functions will be produced by Instructure. Work on the user guide will begin after the Solution is accepted by Customer, and it will be delivered within 2-4 weeks. No other user documentation is included with this SOW.

---

<sup>5</sup> Step 4 in User Acceptance Testing

<sup>6</sup> Step 5.3 in User Acceptance Testing

## Maintenance & Support

Instructure agrees to provide maintenance and support to the Solution as detailed below. Support request responses will be handled according to the service level in Customer’s purchased support package.

| INCLUDED   | EXCLUDED   |
|--|--|
| <ul style="list-style-type: none"> <li>● Instructure Support Desk answers Customer’s questions.</li> <li>● Instructure Professional Services prioritizes and fixes bugs reported to Support Desk. Bugs are:                             <ul style="list-style-type: none"> <li>○ Features or processes not performing as defined in this SOW, including issues caused by supported browser updates.</li> <li>○ Solution outages.</li> <li>○ User access issues.</li> </ul> </li> <li>● Instructure Professional Services hosts the Solution; includes scheduled tasks and running the custom Solution code.</li> </ul> | <ul style="list-style-type: none"> <li>● Any modifications to the Solution other than bug fixes, including but not limited to Solution changes to utilize feature enhancements or new features for Instructure’s core products.</li> <li>● Any modifications to the Solution necessary to support changes to an integrated application.                             <ul style="list-style-type: none"> <li>○ Adding these at Customer request requires a separate SOW.</li> <li>○ Instructure may opt to apply these changes (at <b>no charge</b> to Customer) to meet its business needs and maintain the Solution’s functional integrity.</li> </ul> </li> </ul> |

## Expiration & Effective Date

This SOW is only valid if signed and returned to Instructure thirty (30) days following the Version date (shown in the footer) of the document (“**Expiration Date**”). Instructure has the right, in its sole discretion, to reject this SOW if it is received after the Expiration Date; acceptance of this SOW after the Expiration Date is subject to Instructure’s discretionary review and revision. The Effective Date of this SOW is the date of the last signature below.

—Signature page follows—

## Agreed To & Accepted By

**Instructure, Inc.**

**Oxnard School District**

Signature:

Signature:

By:

By:

Title:

Title:

Date:

Date:

Address:

Address:

6330 S 3000 E  
Suite 700  
Salt Lake City, UT 84121

# APPENDIX A

## Project Milestones

### Milestone 1: K8 Course Move Solution

|                              |   |
|------------------------------|---|
| <b>USER STORIES INCLUDED</b> | <ol style="list-style-type: none"> <li>1. As a <b>Canvas Administrator</b>, I can see that SIS provisioned courses for which the course’s default section title starts with “P15-” are routed into specific sub-accounts, so that K5 courses are located within a sub-account for which the K5 experience has been enabled.</li> <li>2. As a <b>Canvas Administrator</b>, I can see that SIS provisioned courses for which the course’s default section title does not starts with “P15-” are routed into specific sub-accounts, so that 6-8 courses are located within a sub-account for which the grade passback can be enabled.</li> </ol> |
| <b>DELIVERABLES</b>          | <p>An automation will be created and hosted that every four hours checks for newly provisioned courses within specific sub-accounts, and based on the course’s default section title, moves any discovered K5 courses to a K5 sub-account and all remaining courses to a 6-8 sub-account..</p>  |

### Customer Requirements

1. Create the K5 Sub-Accounts into which K8 Hybrid School’s K5 courses will be placed.
  - 1.1. The K5 Sub-Accounts must have an SIS ID (see Limitations & Exclusions #3).
2. Create the 6-8 Sub-Accounts into which K8 Hybrid School’s 6-8 courses will be placed.
  - 2.1. The 6-8 Sub-Accounts must have an SIS ID (see Limitations & Exclusions #3).
3. **Prior to the start of development**, provide to Instructure the following:
  - 3.1. The K8 Hybrid Schools Existing Sub-Account SIS IDs.
  - 3.2. The newly created K5 Sub-Accounts’ SIS IDs (see Customer Requirement 1).
  - 3.3. The newly created 6-8 Sub-Accounts’ SIS IDs (see Customer Requirement 2).
  - 3.4. The mapping of K8 Hybrid Schools Existing Sub-Accounts to the manually created and related K5 and 6-8 Sub-Accounts.

## Instructure Requirements

1. Create a process that will move courses from identified K8 School sub-accounts (see Customer Requirement 3.1) into targeted sub-accounts (see Customer Requirement 2.4) and which utilizes the Canvas SIS Import functionality.
  - 1.1. Solution-generated Course Move SIS Imports will utilize the 'Override UI changes' and 'Process as UI changes' options.
2. Schedule the move process to occur every 4 hours.
3. During the move process, do the following:
  - 3.1. Within each of the K8 School sub-accounts as provided in Customer Requirement 3.1, retrieve all courses within active terms.
  - 3.2. Identify which courses will be moved into which sub-accounts.
    - 3.2.1. For each course, evaluate the course's default Section's Section Name. If the Section Name starts with 'P15-', the course will be moved into the K5 sub-account. Otherwise, the course will be moved into the 6-8 sub-account.
  - 3.3. For all courses to be moved, utilize the mapping of new destination sub-accounts as provided in Customer requirement 3.4.
    - 3.3.1. Add the course as a new row to a courses.csv import file with the referenced new destination sub-account SIS ID.
  - 3.4. When all courses within all of the hybrid K8 sub-accounts have been evaluated, import the 'courses.csv' file into Canvas utilizing the Canvas SIS Import functionality to move the courses into their new destination sub-accounts.
    - 3.4.1. Utilize the 'Override UI changes' and 'Process as UI changes' options.



# APPENDIX B

## General Limitations & Exclusions

Unless stated otherwise within this SOW or within the SSDs created as a result of this SOW, the following General Limitations & Exclusions apply to all professional services and solutions delivered.

1. Solutions are not explicitly designed to support any of the following:
  - 1.1. Optimized use within a mobile browser
  - 1.2. Use in Canvas mobile applications
  - 1.3. Conformance with accessibility standards, including but not limited to W3C's WCAG and Section 508
  - 1.4. Canvas instances utilizing trust relationship functionality
  - 1.5. Canvas Student View functionality
  - 1.6. Integration with any of the following Canvas features. As their integrated use is unsupported, utilizing them may cause unexpected results within the Solution and/or Canvas.
    - 1.6.1. Mastery Paths
    - 1.6.2. Moderated Grading
    - 1.6.3. Blueprint Courses
    - 1.6.4. Gradebook Imports
    - 1.6.5. Grading Periods
    - 1.6.6. Individual Canvas user accounts with multiple Canvas logins, pseudonyms, or SIS IDs
2. Communication between Solutions and any Customer systems or third party systems will originate from public cloud infrastructure, which may require networking configuration in those systems to support IP ranges that include thousands of IP addresses.
3. When utilized by a Solution, Canvas Live Events are delivered in a "best-effort" fashion. In order to not slow down web requests, events are sent asynchronously from web requests. This means that there is a window of time where an event may happen, but the process responsible for sending the request to the queue is not able to queue it.

4. Integration or usage of the Solution with the Instructure Impact product is not included. These limitations include, but are not limited to the following:
  - 4.1. Campaigns may not be used within, nor associated to, the Solution interfaces.
  - 4.2. Activity monitors may not be associated to the Solution or its user interfaces.
  - 4.3. Activity in the Solution will not be included in any reporting from Insights and reporting functionality.
  - 4.4. Messages cannot be placed on elements in the Solution interface.
5. Specific networking configuration, as well as targeted development efforts, to make the Solution available in areas where regional or national restrictions exist for internet applications and content are not included.
6. No load testing is performed against Solutions.
7. No penetration testing is performed against Solutions.
8. Software/Solution monitoring services will not be implemented.
  - 8.1. No support for integration with monitoring services will be provided.
9. No training will be provided for the Solution.
10. Solutions are limited to a single production environment.
  - 10.1. Solutions will not be provided in non-production environments except as required for User Acceptance Testing.
11. Data will not be migrated to Solutions from other platforms.
12. No exit planning, support for exit activities, or support for transitioning to another provider will be provided for Solutions.
13. No creation of, maintenance of, or execution of a business continuity and disaster recovery plan will be performed for Solutions.
  - 13.1. No backup nor recovery infrastructure will be implemented for Solutions.
14. No architecture documentation will be provided to Customer.

# APPENDIX C

## Custom Solutions UI Standards

Unless stated otherwise within this SOW, the following UI Standards apply to all professional services and solutions delivered.

1. All text displayed in a UI will use the Lato font family.
2. Any image files to be used in Solutions must be provided before the UI design milestone for the Solution can begin.
3. Any images used in Solutions will be displayed in and, if applicable, cropped to one of the following aspect ratios:
  - 3.1. 131:73
  - 3.2. 26:19
4. The following standards apply to tables and lists in Solutions:
  - 4.1. Lists/Tables with more than 6 columns may horizontal scroll.
  - 4.2. Bulk actions (i.e. actions that apply to more than one item in a list or more than one row in a table) will not be supported.
  - 4.3. Select All/Select None functionality will not be implemented.
  - 4.4. List items and rows will be paginated with either 10, 25, 50, or 100 records per page.
  - 4.5. Lists and tables will allow users to change the number of records per page between 10, 25, 50, and 100.
  - 4.6. Lists that are anticipated to have 51 or greater items and/or tables that have 51 or greater rows will implement a search feature.
  - 4.7. Tables will be sortable by any text columns that are limited to 100 characters or less and non-calculated numerical columns. Columns for which values are calculated in the Solution will not be sortable.
  - 4.8. Tables will be sorted in alphabetical or descending order of the primary column, which will be defined in the SSDs created as a result of this SOW.
    - 4.8.1. Sorting will only be applied for the primary column.
  - 4.9. Filtering on specific columns will not be supported.
  - 4.10. Cells with more than 30 characters will be truncated. A mouseover effect will be implemented that will provide the full value in a tooltip.
5. Search functions in the user interface will not support autocomplete nor predictive (attempting to terminate the word) search.

6. Search functions that do not specify they will have a results page will display search results adjacent to the UI component for search.
7. During performance of asynchronous actions, messaging that the action is being performed will be shown to the user. Asynchronous actions include, but are not limited to, creation of reports, loading pages that require calls to Canvas or third party application APIs, and file uploads.
8. User Interfaces will be responsive down to 600 pixels wide, but interfaces will not be optimized for display in any specific resolution for mobile devices.
9. The following standards apply only to Solutions that are external tools that launch within Canvas:
  - 9.1. If a global navigation launch point or content editor launch point will be used for a Solution, Instructure will design an icon for the launch point. Design of the icon will be limited to the number of iterations noted in the SSD for user interfaces.
  - 9.2. Names used in navigation menus for launch should be under 10 characters to avoid display issues due to line breaks or truncating.
10. Any actions that are not reversible will require user confirmation in a modal prior to occurring.
11. Any exports or downloads will not respect any filters applied in the user interface from which the export or download is initiated.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #24-157 – Inlakech Cultural Arts Center (Fox/Ruvalcaba)**

---

Inlakech Cultural Arts Center will present two traditional Mexican dance performances: one at Driffill School during the Annual DELAC Convivio on December 17, 2024, and the other on April 3, 2025, at the Ninth Annual Cesar Chavez Awards Ceremony at the Oxnard Performing Arts Center.

#### **FISCAL IMPACT:**

\$1,000.00 – Title I

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Educational Services, and Manager of Equity Family Community Engagement, that the Board of Trustees approve Agreement #24-157 with Inlakech Cultural Arts Center.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-157, Inlakech Cultural Arts Center \(4 Pages\)](#)  
[Proposal \(2 pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into \_\_\_\_\_ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and \_\_\_\_\_, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services \$ \_\_\_\_\_

Other Ancillary Cost, as applicable \$ \_\_\_\_\_

Total not to Exceed \$ \_\_\_\_\_

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
  - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
  - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
  - o Tuberculosis Clearance (Education Code § 49406)

**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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

**Confidentiality.** Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

**Fingerprinting.** Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

**Food Vendors.** Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit  Temporary Food Facility permit  Exempt – must show documentation

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

**Indemnification.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

**Insurance.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

|                      |  |
|----------------------|--|
| Personal vehicles:   | \$500,000.00 combined single limit or<br>\$100,000.00 per person / \$300,000.00 per accident |
| Commercial vehicles: | \$1,000,000.00 per accident for bodily injury and property damage                            |

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.  
  
If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability: CG 20 26 10 01
  - 2) Primary, non-contributory: CG 20 01 04 13
  - 3) Waiver of subrogation: CG 24 04 05 09
  - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

**Governing Law and Venues.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

**Dispute Resolution.** If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

**Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.



**Counterpart Execution.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

**Signature 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.

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

\_\_\_\_\_  
Provider Authorized Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Oxnard School District**

\_\_\_\_\_  
Director, Purchasing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

August 13, 2024

To: Teresa Ruvalcaba

Oxnard Elementary School District

Thank you for the opportunity to perform at the Oxnard School District's Cesar Chavez Awards Ceremony held at the Oxnard Performing Arts Center on April 3, 2025.

Our Mariachi program will include traditional Mexican songs.

We will need access to a PA system to play our music, and a microphone.

Cost of performance: \$ 500.00

If you have any questions, please contact me at your earliest convenience.

Thank you for this opportunity. I look forward to being a part of the Cesar Chavez Awards Celebration.

Best Regards,

*Javier Gomez*

Javier Gomez

Artistic Director/Founder

Inlakech Cultural Arts Center

Email: [jgomez450@aol.com](mailto:jgomez450@aol.com)

Phone: (805) 890-2193

August 13, 2024

To: Teresa Ruvalcaba  
Oxnard Elementary School District

Thank you for the opportunity to perform at the Oxnard School District's Annual DELAC Convivio on Tuesday, December 17th, 2024 at 6:00 pm at the Driffill School.

Our Mariachi program will include traditional Mexican songs.  
We will need access to a PA system to play our music, and a microphone.

Cost of performance: \$ 500.00

If you have any questions, please contact me at your earliest convenience.

Thank you for this opportunity. I look forward to being a part of the Annual DELAC Convivio

Best Regards,

*Javier Gomez*

Javier Gomez  
Artistic Director/Founder  
Inlakech Cultural Arts Center  
Email: [jgomez450@aol.com](mailto:jgomez450@aol.com)  
Phone: (805) 890-2193

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #24-158 – Latino Edutainment (Fox/De Los Santos)**

---

Provide Empowerment student assemblies and Parent/Family Empowerment comedy night for Fremont students, staff, and families.

Term of Agreement: November 21, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$5,500.00 – Middle School Wellness Center Funds (MSWC)

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Educational Services, and the Principal, Fremont Academy, that the Board of Trustees approve Agreement #24-158 with Latino Edutainment.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-158, Latino Edutainment \(4 Pages\)](#)  
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into \_\_\_\_\_ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and \_\_\_\_\_, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services \$ \_\_\_\_\_

Other Ancillary Cost, as applicable \$ \_\_\_\_\_

Total not to Exceed \$ \_\_\_\_\_

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
  - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
  - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
  - o Tuberculosis Clearance (Education Code § 49406)

**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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

**Confidentiality.** Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

**Fingerprinting.** Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

**Food Vendors.** Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit  Temporary Food Facility permit  Exempt – must show documentation

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

**Indemnification.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

**Insurance.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

|                      |  |
|----------------------|--|
| Personal vehicles:   | \$500,000.00 combined single limit or<br>\$100,000.00 per person / \$300,000.00 per accident |
| Commercial vehicles: | \$1,000,000.00 per accident for bodily injury and property damage                            |

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.
- If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability: CG 20 26 10 01
  - 2) Primary, non-contributory: CG 20 01 04 13
  - 3) Waiver of subrogation: CG 24 04 05 09
  - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

**Governing Law and Venues.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

**Dispute Resolution.** If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

**Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**Counterpart Execution.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

**Signature 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.

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

\_\_\_\_\_  
Provider Authorized Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Oxnard School District**

\_\_\_\_\_  
Director, Purchasing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





# Quote

## **EMPOWERMENT COMEDIAN ERNIE G**

### **LATINO EDUTAINMENT**

c/o Ernie G

414 2nd Street, Suite #220  
Hermosa Beach, CA 90254

### **PHONE**

323.440.0929

### **EMAIL**

[ernieg@ernieg.com](mailto:ernieg@ernieg.com)

### **WEB**

[www.ErnieG.com](http://www.ErnieG.com)

### **DATE**

October 18, 2024

### **TO**

**Julie Marquez-Gift, School Counselor**

c/o Fremont Academy Julie Marquez-Gift

1130 North M Street

Oxnard, CA 93030

p: (805) 385-1539 ext. 4407 / e: [jmarquezgift@oxnardsd.org](mailto:jmarquezgift@oxnardsd.org)

**PROJECT:** Empowerment Student Assemblies & Parent/Family Empowerment Comedy Night for Fremont Academy in Oxnard, CA.

**PROJECT DESCRIPTION:** Ernie G will deliver his Empowerment Student Assembly & his Parent/Family Empowerment Comedy Night for the Students, Staff & Families of Fremont Academy in Oxnard, CA on a date TBD in mid/late December of 2024.

He will be paid an All-Inclusive flat rate of \$5500 for his services.

| DESCRIPTION                               | QUANTITY | COST              |
|---|----------|-------------------|
| Empowerment Student Assembly              | 1        | \$ 3,500.00       |
| Parent/Family Empowerment Comedy Night    | 1        | \$ 1,500.00       |
| Travel & Accommodations (Hotel + Mileage) | 1 Night  | \$ 500.00         |
|   |          | <b>\$5,500.00</b> |

Dear Ms. Marquez,

Thank You So Much for the opportunity to Entertain & Empower your Students, Fellow Staff & Families at Fremont Academy in Oxnard, CA! I look forward to working w/ you & your Students!

Sincerely,

Ernie G

Owner of LATINO EDUTAINMENT

Empowerment Comedian & Certified Mental Health Coach

(323) 440-0929 cell

*“Transforming the World, One Laugh at a Time!”*

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #24-159 – Challenge Day (Fox/Kemp)**

---

Challenge Day is an organization dedicated to helping young people build connections through impactful, life-changing programs in schools and communities. Their day-long, interactive program equips teens and adults with the tools to break down barriers, fostering an environment of acceptance, love, and respect. Through this experience, participants are inspired to live, study, and work in a supportive and inclusive atmosphere. They will be working with Soria's 7th-grade students.

Date: December 9, 2024

#### **FISCAL IMPACT:**

\$7,050.00 – Supplemental Concentration

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Soria School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-159 with Challenge Day.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-159, Challenge Day \(4 Pages\)](#)  
[Quote \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into \_\_\_\_\_ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and \_\_\_\_\_, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ \_\_\_\_\_

Other Ancillary Cost, as applicable

\$ \_\_\_\_\_

Total not to Exceed

\$ \_\_\_\_\_

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
  - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
  - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
  - o Tuberculosis Clearance (Education Code § 49406)

**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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

**Confidentiality.** Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

**Fingerprinting.** Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

**Food Vendors.** Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit  Temporary Food Facility permit  Exempt – must show documentation

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

**Indemnification.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

**Insurance.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

|                      |  |
|----------------------|--|
| Personal vehicles:   | \$500,000.00 combined single limit or<br>\$100,000.00 per person / \$300,000.00 per accident |
| Commercial vehicles: | \$1,000,000.00 per accident for bodily injury and property damage                            |

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.  
  
If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability: CG 20 26 10 01
  - 2) Primary, non-contributory: CG 20 01 04 13
  - 3) Waiver of subrogation: CG 24 04 05 09
  - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

**Governing Law and Venues.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

**Dispute Resolution.** If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

**Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**Counterpart Execution.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

**Signature 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.

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

|                            |           |      |
|----------------------------|-----------|------|
|                            |           |      |
| Provider Authorized Signer | Signature | Date |

**Oxnard School District**

|                      |           |      |
|----------------------|-----------|------|
|                      |           |      |
| Director, Purchasing | Signature | Date |



# Juan lagunas soria [REDACTED]

**Juan Lagunas Soria**

3101 Dunkirk  
Oxnard, CA 93035  
USA

**Amanda Kemp**

akemp@oxnardsd.org  
6192047020

Reference: 20240809-124458327

Quote created: August 9, 2024

Quote expires: August 30, 2024

Quote created by: Laurie Rosa

"Client Relations Manager"

laurie@challengeday.org

+15107670355

**Comments from Laurie Rosa**

For one (1) Challenge Day at Juan Lagunas Soria on ~~October 29, 2024~~

Date postponed to December 9, 2024 due to delay in providing updated insurance for board approval

Please initial new date \_\_\_\_\_

**Products & Services**

| Item & Description  | Quantity | Unit Price | Total      |
|---|----------|------------|------------|
| Challenge day<br>Experiential 6 1/2 hour program that guides 100 students and 25 adults through interactive activities that allow them to practice the tools that have proven to support connection, inclusivity and break down barriers. | 1        | \$6,000.00 | \$6,000.00 |
| Air Travel<br>Goes towards reimbursing facilitators for their air travel. This is a fixed amount based on estimated air travel costs for assigned leaders. We will not be sending you further bills, receipts or invoices.                | 2        | \$250.00   | \$500.00   |
| Hotel Stay<br>One room per facilitator per night for each night before an event. This is a fixed price we charge based on an estimate.  | 2        | \$200.00   | \$400.00   |

We will not be sending further bills, invoices, or receipts.

| Item & Description                     | Quantity | Unit Price | Total             |
|--|----------|------------|-------------------|
| Car Rental<br>SUV for the entire trip. | 1        | \$150.00   | \$150.00          |
| One-time subtotal                      |          |            | \$7,050.00        |
| <b>Total</b>                           |          |            | <b>\$7,050.00</b> |


**Purchase terms**

By signing this quote, you agree to the terms of the [Challenge Day Agreement](#) in its entirety.  
[Click here for our W-9 form](#)

**Signature**

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Amanda Kemp**  
akemp@oxnardsd.org



**Questions? Contact me**



**Laurie Rosa**  
 "Client Relations Manager"  
 laurie@challengeday.org  
 +15107670355

To Pay by Check please mail to:  
 Challenge Day  
 PO Box 205  
 Lagunitas, CA, 94938

Challenge Day



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #24-160 – WorldStrides (Fox/Shea)**

---

WorldStrides will provide field trip services and accommodations for a 2- Day advocacy overnight field trip for Superintendent Fellows to Sacramento, California from April 7, 2025 – April 8, 2025.

#### **FISCAL IMPACT:**

\$47,734.00 – Expanded Learning Opportunities Program

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, Enrichment & Specialized Programs, that the Board of Trustees approve Agreement #24-160 with WorldStrides.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-160, WorldStrides \(15 Pages\)](#)

[Proposal \(4 Pages\)](#)

[Invoice \(1 Page\)](#)



# SERVICES AGREEMENT

Requisition Number \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Contract Number \_\_\_\_\_

This Services Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Oxnard School District (hereinafter referred to as "District") and \_\_\_\_\_, (hereinafter referred to as "Provider.")

## PROVIDER.

Provider \_\_\_\_\_

Telephone Number \_\_\_\_\_

Street Address \_\_\_\_\_

Fax Number \_\_\_\_\_

City, State, Zip code \_\_\_\_\_

E-mail Address \_\_\_\_\_

Tax Identification or Social Security Number \_\_\_\_\_

License Number (if applicable) \_\_\_\_\_

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number \_\_\_\_\_

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

**3. NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

**4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. ~~The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").~~

~~Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.~~

**5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20\_\_\_\_. ~~All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.~~

~~[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]~~

**6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

~~Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,~~

~~or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.~~

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. ~~**ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement~~

8. ~~**TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.~~

~~The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.~~

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:

- a. Personal delivery;
- b. Overnight commercial courier;
- c. Certified or registered prepaid U.S. mail, return receipt requested; or
- d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

|                       |                       |
|-----------------------|-----------------------|
| _____                 | _____                 |
| District              | Provider              |
| Attn: _____           | Attn: _____           |
| _____                 | _____                 |
| Street                | Street                |
| _____                 | _____                 |
| City, State, Zip Code | City, State, Zip Code |

10. ~~**WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.~~
11. ~~**ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:~~
- ~~a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.~~
  - ~~b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.~~
- ~~Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.~~
12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

|  | <u>Each Occurrence</u> | <u>Aggregate</u> |
|--|------------------------|------------------|
| Individual, Sole Proprietorship,<br>Partnership, Corporation, or Other | \$ 1,000,000.00        | \$ 2,000,000.00  |

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

Student Transportation    \$5,000,000.00 combined single limit

Buses and vehicles with capacity of more than 15    \$25,000,000 combined single limit

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

|  | <u>Each Occurrence</u> | <u>Aggregate</u> |
|--|------------------------|------------------|
| <input type="checkbox"/> Abuse and Molestation | \$ 2,000,000.00        | \$4,000,000.00   |
| <input type="checkbox"/> Pollution Liability   | \$ 1,000,000.00        | \$ 2,000,000.00  |
| <input type="checkbox"/> Cyber Liability       | \$ 5,000,000.00        |                  |
| <input type="checkbox"/> Other: _____          | \$ _____               | \$ _____         |

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
    - Facilities Rental or Lease: CG 20 11 10 01;
    - Most Other services: CG 20 26 10 01.
  - 2) Primary, Non-Contributory
    - CG 20 01 01 13
  - 3) Waiver of Subrogation
    - CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - CA 20 48 10 13
- j. ~~Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.~~
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance



must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

~~Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.~~

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

**THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.**

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

**FEES:**

|  |          |
|--|----------|
| Compensation for Services                | \$ _____ |
| Actual and Necessary Travel Expenses     | \$ _____ |
| Other Expenses                           | \$ _____ |
| Total Amount not to Exceed               | \$ _____ |
| Deposit                                  | \$ _____ |
| Balance Due after Completion of Services | \$ _____ |

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

**PAYMENT SCHEDULE:**

Invoices to be sent to [jorejel@oxnardsd.org](mailto:jorejel@oxnardsd.org) and [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org).  
Net 30 Terms

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C  
REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 20\_24\_\_

Provider: \_\_\_\_\_

**I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)**

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

**By signing below I certify, under penalty of perjury, that: (i)** I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**II. Tuberculosis Risk Assessments Certification (Education Code Section 49406).** With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

**By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that** the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**III. Conflict of Interest Certification**

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: \_\_\_\_\_



**November 5, 2024**

Judy Orejel  
Oxnard School District  
OXNARD, CA 93030  
Group # 302847-2

Dear Judy,

Thank you for selecting WorldStrides to organize your educational travel program. As your Financial Services Representative, I am part of a professional team that is dedicated to making your program a success. Just as your Account Manager services your itinerary and tour related needs, I am dedicated solely to your group's accounting needs.

In that regard, please refer to the enclosed School Account Letter of Understanding. This letter provides a detailed checklist of items that we will jointly manage. In particular, please note that I have included guidelines concerning registration, collection/ remittance of monies, the optional Full Refund Program, as well as cancellation policies. As a friendly reminder, don't forget to mark your Full Refund Program selection on page two. In addition, for your convenience, I have detailed your specific payment schedule for your upcoming trip. After you have reviewed the Letter of Understanding, please retain a copy for your records and return the executed copy to me via email or fax 434-982-8748.

To make the accounting aspect of your trip as simple as possible, I am available by phone and email Monday through Friday between 8:30 a.m. and 5:00 p.m. EST. Feel free to contact me if you have questions, and I will be in touch with you periodically as well. I look forward to working with you in the coming season.

Regards,

Karen Montana  
Financial Services Representative, School Accounts  
x.  
karen.montana@worldstrides.com

**SCHOOL ACCOUNT  
LETTER OF UNDERSTANDING  
Oxnard School District  
Group # 302847-2**

The Program Leader, **Judy Orejel**, understands and agrees to perform the following:

- ✓ **Register** participants online at [worldstrides.com](http://worldstrides.com) using trip ID 219660 or **submit** completed and signed WorldStrides' registration forms with an accompanying deposit for each traveler in your group. If you anticipate that registrations will be delayed, please send a good faith deposit based upon the estimated number of travelers.
  - Please remember that the registrations of all travelers must be submitted no later than 100 days from trip departure.
- ✓ **Collect** all monies due from each traveler according to your payment schedule below.
- ✓ **Remit** monies in the form of a school/group check make payable to WorldStrides, a wire, ACH, debit or credit card payment. Please note that credit card payments will be subject to a 2% processing fee unless the billing address is located in Connecticut, Maine, Massachusetts, Oklahoma or is international.
  - Please remind parents to remit all payments to you, the Program Leader. Monies received by WorldStrides from parents will be returned with a letter of explanation.

Payment Schedule

| Amount Due             | Due Date |
|------------------------|----------|
| \$49 (per participant) | 10/21/24 |
| Final Payment          | 01/22/25 |

- All registrants must become current with the group's payment plan at the time of registration.
- Purchase Orders are considered a 'promise to pay' and are not a form of payment. Purchase Orders may be accepted if the following conditions are met:
  - *Purchase Orders must be received at least two weeks prior to the group's payment due date in order to allow time for the school district to be invoiced and remit payment by the due date.*
  - *The School District's check-issuing requirements must be noted on the Purchase Order.*
- ✓ **Handle** all correspondence, revisions, and inquiries with your Financial Services Representative.
- ✓ **Inform** WorldStrides of the schools desire to purchase the Full Refund Program (please mark the appropriate box below).

|                                  |  |
|----------------------------------|--|
| Accepted _____<br>Declined _____ | The school elects not to purchase Full Refund Programs for any participants and acknowledges that all canceling participants will be subject to our Standard Cancellation Policy, outlined later in this document.             |
| Accepted _____<br>Declined _____ | The school elects to purchase the Full Refund Program. The Full Refund Program may be purchased for the entire group or for a specific number of participants. <b>Please bill the school for _____ # Full Refund Programs.</b> |

▪ **WorldStrides Full Refund Program Information:**

- The Full Refund Program (FRP) protects you/your participants' payments and provides a full refund\* minus the cost of this program if you, the participant, school, or school's administration need to cancel up to 1 day prior to departure for any reason. Cancellations received less than one day prior to departure are under the Standard Cancellation Policy. Participation in this program is optional.
- The Full Refund Program (FRP) may be purchased for the entire group or for specific individuals. With this option, the school/Program Leader must pay the **\$149** program fee for each of the FRP's purchased along with the deposit.
- The option to enroll or decline enrollment in the Full Refund Program expires thirty (30) days from the date of this document.
- This program does not make refunds in the event the trip is canceled as a result of or following an act of God, war (whether declared or not), terrorism, civil unrest, or in the event of WorldStrides' bankruptcy, insolvency, or cessation of business.

\*Returned check fees and the deposit are not refundable under FRP.

- ✓ Adhere to the following cancellation and non-refundable fee(s) policies:

▪ **Standard Cancellation Policy without the Full Refund Program**

| <b>Based Upon Days from Departure</b> | <b>Percentage retained by WorldStrides</b> |
|---------------------------------------|--|
| More than 74 days                     | 25%  |
| 45-74 days                            | 50%  |
| 44 or less                            | 100%                                       |

- Cancellation fees are NOT WAIVED for replacements.
- Cancellation fee is retained based on the WorldStrides' payment schedule, not on what the individual has remitted to the school.
- Fees and costs for the non-refundable/non-transferable deposit, the Full Refund Program, returned checks, and merchandise purchases are non refundable.

▪ **WorldStrides non-refundable fees**

| <b>Description</b>     | <b>Amount</b>        |
|------------------------|----------------------|
| Non-refundable deposit | \$49 per participant |

|                      |
|----------------------|
| NSF – returned check |
|----------------------|

|                 |
|-----------------|
| \$35 each check |
|-----------------|

**If you have a Financial Contact, please complete the following information:**

Financial contact name (please print): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

**Please complete the following Program Leader information. Retain one copy for your records and return the executed Letter of Understanding to Karen Montana, Financial Services Representative. If you have any questions, please contact me.**

**Program Leader Contact Information**

Program Leader name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Phone : \_\_\_\_\_ Fax : \_\_\_\_\_

Email address: \_\_\_\_\_

Policies contained herein are only summaries and are not all inclusive. Please refer back to your registration letter other student invitation materials, and Policy Handbook for complete detail of policies.

**Financial Services Representative: Karen Montana**

Phone: x.

Mailing address: WorldStrides, 218 West Water Street, Suite 400, Charlottesville, VA 22902

Email address: karen.montana@worldstrides.com



218 W. Water St, Ste. 400  
Charlottesville, VA 22902

# INVOICE

DATE: 9/30/2024  
Trip #: 219660

DUE DATE: Upon Receipt

To: Oxnard School District  
1051 S A Street  
OXNARD CA 93030

PLEASE RETURN REMITTANCE COPY WITH YOUR PAYMENT

| STATEMENT OF ACCOUNT     |     |           | CHARGES / CREDITS | TOTAL DUE           |
|--------------------------|-----|-----------|-------------------|---------------------|
| Item                     | Qty | Amt       |                   |                     |
| Full paying participants | 44  | \$ 948.00 | \$ 41,712.00      | \$ 41,712.00        |
| Double Rooms             | 43  | \$ 78.00  | \$ 3,354.00       | \$ 45,066.00        |
| Free Chaperones          | 6   | \$ -      | \$ -              |                     |
|                          |     |           | \$ -              |                     |
| Single Rooms             | 3   | \$ 156.00 | \$ 468.00         | \$ 45,534.00        |
|                          |     |           | \$ -              |                     |
|                          |     |           | \$ -              |                     |
|                          |     |           | \$ -              |                     |
|                          |     |           | \$ -              |                     |
|                          |     |           | \$ -              |                     |
|                          |     |           | \$ -              |                     |
|                          |     |           | \$ -              |                     |
|                          |     |           | \$ -              |                     |
| <b>Balance Due</b>       |     |           |                   | <b>\$ 45,534.00</b> |

Make all checks payable to WorldStrides.  
Mail in attention to Karen Montana, 218 W. Water Street, Suite 400 Charlottesville, VA 22906.  
If you have any questions concerning this invoice, please call: Karen Montana @ 508-635-1533

If paying by Credit Card a 2% processing fee will be added to your payment unless your billing address is

international or in Connecticut, Maine, Massachusetts or Oklahoma.

If paying by Wire, please use the Wire instructions below and notify us of your intention, so that we can claim it and apply it to your tour.

### Supplier's Bank Information

|                         |   |
|-------------------------|---|
| <b>Mailing address:</b> | Citizens Commercial Banking<br>1 Citizens Drive<br>Riverside, RI, 02915 |
|-------------------------|---|

### Domestic/International Wire Transfer Instructions

|   |                                 |
|---|---------------------------------|
| <b>Transit Routing Number:</b><br><i>(for domestic use)</i> | 011500120                       |
| <b>SWIFT Code:</b><br><i>(for international use)</i>        | CTZIUS33                        |
| <b>Account Number:</b>                                      | 1402478698                      |
| <b>Bank Administrative Contact:</b>                         | Wire Department, 1-877-471-1961 |

### ACH Instructions

|                                     |                                |
|-------------------------------------|--------------------------------|
| <b>Transit Routing Number:</b>      | 211070175                      |
| <b>Account Number:</b>              | 1402478698                     |
| <b>Bank Administrative Contact:</b> | ACH Department, 1-800-883-4224 |

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #24-161, UnboundEd Learning (Fox)**

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Provide a 2-day Summit will help educators develop and deliver GLEAM (grade-level engaging, affirming, and meaningful) instructional practices and classroom experiences.

Term of Agreement: November 21-22, 2024

#### **FISCAL IMPACT:**

\$35,000.00 – Supplemental Concentration

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-161 with UnboundEd Learning.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-161, Unbounded Learning Inc. \(4 Pages\)](#)  
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into \_\_\_\_\_ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and \_\_\_\_\_, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ \_\_\_\_\_

Other Ancillary Cost, as applicable

\$ \_\_\_\_\_

Total not to Exceed

\$ \_\_\_\_\_

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.



- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
  - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
  - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
  - o Tuberculosis Clearance (Education Code § 49406)

**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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

**Confidentiality.** Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

**Fingerprinting.** Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

**Food Vendors.** Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit  Temporary Food Facility permit  Exempt – must show documentation

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

**Indemnification.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

**Insurance.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

|                      |  |
|----------------------|--|
| Personal vehicles:   | \$500,000.00 combined single limit or<br>\$100,000.00 per person / \$300,000.00 per accident |
| Commercial vehicles: | \$1,000,000.00 per accident for bodily injury and property damage                            |

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.  
  
If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability: CG 20 26 10 01
  - 2) Primary, non-contributory: CG 20 01 04 13
  - 3) Waiver of subrogation: CG 24 04 05 09
  - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

**Governing Law and Venues.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

**Dispute Resolution.** If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

**Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**Counterpart Execution.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

**Signature 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.

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

\_\_\_\_\_  
Provider Authorized Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Oxnard School District**

\_\_\_\_\_  
Director, Purchasing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## UNBOUNDED PRICE QUOTE

Quote Prepared for:

Dr. Fox  
 Oxnard School District  
 1051 South A Street  
 Oxnard, California  
 93030  
 Phone: 805-385-1501

| Item   | Service Name | Qty | Price/Item | Project Cost           |
|--|--------------|-----|------------|------------------------|
| <p><b>Local Summit, 2 Day – November 21-22, 2024</b><br/>           \$17,500/section and 2 Section Minimum</p> <ol style="list-style-type: none"> <li>1. K-5 Leadership – Up to 25 participants</li> <li>2. K-5 UnboundEd Planning Process – Up to 25 participants</li> </ol> <p><i>During our two-day local Summits, we partner with school and district leaders to advance a clear instructional vision and accelerate alignment across your entire system.</i></p> <p><i>Aligned to your specific needs and your local context, these hands-on workshops are designed to build the mindsets and instructional planning that lay the foundation for grade-level, engaging, affirming, and meaningful — GLEAM™ — instruction.</i></p> <p><b>Scheduling:</b> Two consecutive training days, 6.5 hours per day, 8:30 am to 3:30 pm, including ½ hour for lunch</p> <p><b>Materials:</b> Access to UnboundEd’s Digital Ecosystem and summit participant learning materials</p> |              |     |            | <p><b>\$35,000</b></p> |

For relevant pre-reading material, order our **NEW Justice Seekers** book at [www.unbounded.org](http://www.unbounded.org).

For questions or more information, contact

**Jenn Kraisan**

**Director of Partnerships**

[Jenn.kraisan@unbounded.org](mailto:Jenn.kraisan@unbounded.org)

**636.675.2032**

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #24-163 – California State University Channel Islands (Torres/Carroll)**

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California State University will assist CSUCI students with the completion of their Master of Science in School Counseling with Pupil Personnel Services (MSPPS) practicum by engaging in field experience and or student teaching under the supervision of a university supervisor.

Term of Agreement: November 21, 2024 through June 30, 2027

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-163 with California State University Channel Islands.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-163, CSUCI School Counseling Fieldwork \(10 Pages\)](#)

## OSD Agreement #24-163

### Master of Science in School Counseling Practica and Fieldwork Agreement

This Agreement (the “Agreement”) entered into between the Trustees of the California State University at Channel Islands hereafter referred to as “University,” and the Local Educational Agency **Oxnard School District** hereafter referred to as “LEA.” University and LEA may be referred to herein individually as a “Party” and collectively as the “Parties.”

#### RECITALS

WHEREAS, the University's curriculum requires its Master of Science in School Counseling with Pupil Personnel Services (MSPPS)/School Counseling Credential candidates to complete a fieldwork experience working under the supervision of a University supervisor (collectively, “Fieldwork Candidates”); and

WHEREAS, the LEA wishes to aid in the educational development of the University’s Fieldwork Candidates and is willing to make its premises, faculty, staff, and students available for fieldwork practice; and

WHEREAS, it is of the mutual benefit of the Parties that students of University’s MSPPS program use the facilities of the LEA for their school counseling experiences; and

WHEREAS, the Parties wish to document the guidelines, policies, and procedures for the placement of the University Fieldwork Candidates completing fieldwork experiences within the LEA.

NOW, THEREFORE, it is mutually agreed between the University and LEA as follows:

1. **Term.** The term of this Agreement shall commence on **November 21, 2024**, and terminate on **June 30, 2027**. The Parties may agree to annual extensions after expiration of the initial term.
2. **Termination.**
  - a. This Agreement may be terminated in writing at any time by mutual written consent of the Parties to this Agreement and may be terminated by either Party for any reason by giving 90 days advance written notice to the other Party; provided, however, that Fieldwork Candidates shall be allowed to conclude any ongoing assignments.
  - b. LEA may refuse to accept for Fieldwork Experience any student of the University assigned to Fieldwork Experience in LEA. The LEA will notify the University in writing, prior to taking any action against a Fieldwork Candidate regarding any concerns or complaints about a Fieldwork Candidate’s performance or unsatisfactory conduct in the field placement. In such cases, the LEA will cooperate with the University to address the issues, including without limitation steps to further train the Fieldwork Candidate and remediate the concerns. Except in circumstances where a Fieldwork Candidate presents an immediate threat to the health and safety of the LEA’s students or personnel, the LEA shall not remove a Fieldwork Candidate from its facilities or fieldwork without engaging in the process described above.

**3. Responsibilities**

a. Local Educational Agency Responsibilities

LEA responsibilities are described on the Exhibit A, “Local Educational Agency Responsibilities” attached hereto and incorporated herein by this reference.

b. University Responsibilities

University responsibilities are described on the Exhibit B, “University Responsibilities” attached hereto and incorporated herein by this reference.

c. Fieldwork Candidate Responsibilities

Fieldwork Candidate responsibilities are described on the Exhibit C, “Fieldwork Candidate Responsibilities” attached hereto and incorporated herein by this reference.

**4. Nature of Relationship.**

a. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the Parties and neither Party shall have the authority to bind the other Party for any purpose.

b. The Parties expressly understand and agree that all University students serving as Fieldwork Candidates in LEA schools pursuant to this Agreement are doing so for educational purposes only, and Fieldwork Candidates are not considered employees of the LEA for any purpose, and not eligible for any benefits including, but not limited to, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to LEA employees. The Fieldwork Experience is for the benefit of the student, and students do not displace regular LEA employees.

c. Fieldwork Candidates are not employees of the University for any purpose, including, but not limited to, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to University employees.

**5. Force Majeure.** The Parties to this Agreement shall be excused from performance during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God or other events beyond the reasonable control of the applicable Party. Such events include, but are not limited to, natural disasters, power outages, acts of terrorism, acts of war, civil unrest or riots, labor disputes, government orders, epidemics, pandemics quarantines, or equipment failure. Satisfactory evidence to the other Party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

**6. Compliance with Laws.** University and LEA agree that each respective Party shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination and/or harassment.

**7. Non-Discrimination and Equal Employment Opportunity**

During the performance of this Agreement, the Parties shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of

sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. The Parties shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

**8. Confidentiality**

- a. Fieldwork Candidates shall maintain the confidentiality of all LEA and LEA-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085, Pupil Records, and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers. Provider shall not disclose such data, information and records except to the LEA or in strict compliance with the provisions of all California and Federal statutory laws and upon prior written notice to the LEA.
- b. University student records shall remain confidential as required by FERPA. Neither Party shall release any protected University student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.

**9. Background Checks/Fingerprinting.** As a condition of entering into the fieldwork experience, the Fieldwork Candidates shall submit to the University and the LEA the Certificate of Clearance, that includes a criminal background check and fingerprint clearance.

**10. Tuberculosis Clearance.** As a condition of entering into the fieldwork experience, the Fieldwork Candidates shall submit to the University and the LEA a tuberculosis risk assessment or an examination to determine if the Fieldwork Candidate is free from infectious tuberculosis.

**11. COVID-19 or Other Declared Pandemic.**

- a. The Parties agree to comply with and observe the provisions of the of the California Division of Occupational Safety and Health (DOSH or Cal/OSHA), including but not limited to, California Code of Regulations Title 8, section 3205, COVID-19 Prevention, and/or section 5199, Aerosol Transmissible Diseases, when covered by that section, and all other applicable laws, rules, regulations, and public health orders and guidance as prescribed by the California Department of Public Health, Ventura County Public Health Department, Governor, State Public Health Officer or other state and local agencies related to schools, including school COVID-19 safety plans adopted by the LEA, so long as such Orders and Guidance and Plans remain in effect.
- b. The Parties are aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. The Parties are familiar with and informed about the CDPH current orders or guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. Each Party, to the best of its knowledge and belief, is in compliance with those current CDPH orders or guidelines and applicable governmental directives. If the current CDPH orders



or guidelines or applicable government directives are modified, changed or updated, Each Party will take steps to comply with the modified, changed or updated guidelines or directives. If at any time a Party becomes aware that it is not in compliance with CDPH orders or guidelines or an applicable governmental directive, it will notify the other Party of that fact.

- c. The provisions of this section apply to CDPH orders or guidelines and applicable governmental directives, so long as such orders, guidelines or applicable governmental directives remain in effect.
- d. The provisions of this section apply to any Cal/OSHA regulations and CDPH orders or guidelines and applicable governmental directives for any future pandemic declared within the term of this agreement.

## 12. **Indemnification**

- a. University shall defend, indemnify and hold LEA and its officials, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.
- b. LEA shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its officials, agents, or employees.
- c. This Section 12, Indemnification, shall survive termination of this Agreement, for any reason whatsoever, and binds each Party's legal representatives, successors, and assigns.

## 13. **Insurance**

- a. It is understood and agreed that the University and LEA will maintain insurance or self-insurance to fund its liabilities under or arising from the Agreement.
- b. LEA Insurance
  - 1) LEA, at its own cost and expense, shall procure and maintain during the term of this Agreement, self-insurance or insurance for the following types of coverage:
    - a) General Liability Coverage, including Automobile Liability and Professional Liability, endorsed to include molestation and abuse coverage, with \$2,000,000 limit for each occurrence and a limit of \$4,000,000 General Aggregate.
    - b) Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement and Employers' Liability insurance coverage of \$1,000,000.
    - c) Emergency Medical Response Costs Coverage for Fieldwork Candidates with a limit of \$5,000 per person, per incident.

- 2) LEA shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.
- c. University Insurance
- 1) University at its own cost and expense, shall procure and maintain during the term of this Agreement, self-insurance or insurance for the following types of coverage:
    - a) University agrees to maintain General Liability Coverage, including Professional Liability, with no exclusion for molestation or abuse, with \$2,000,000 limit for each occurrence and a minimum limit of \$4,000,000 general aggregate.
    - b) Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement and Employers' Liability insurance coverage of \$1,000,000.
    - c) Student Insurance. The University shall take out and maintain a policy of general liability and professional liability insurance (including personal injury) for Fieldwork Candidates with limits not less than \$1,000,000 per loss and \$3,000,000 aggregate for all covered parties, and not per student.
  - 2) University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.
  - 3) The LEA shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the LEA.
- d. Claims Made Policies. If any of the required policies provide coverage on a "claims made" basis:
- 1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of the Work or Service.
  - 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the Fieldwork Experience Assignment.
  - 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Part must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Fieldwork Experience assignment.
14. **Governing Law and Venue.** 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, or other location mutually agreeable to both Parties. University hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above.
15. **Dispute Resolution.** Any dispute arising under or resulting from this Agreement that is not resolved within 60 days of time by authorized representatives of LEA and University shall be brought to the attention of LEA contact listed in Section 17 and University's authorized

agent (or designee) for resolution. If this informal dispute resolution process is unsuccessful, the Parties may pursue all remedies not inconsistent with this Agreement.

16. **Notice.** Any Notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

| <b>LEA</b>                                  | <b>University</b>              |
|---|--------------------------------|
| ATTN: Melissa Reyes, Director of Purchasing | ATTN: J. Spencer Clark         |
| Street: 1051 South A Street                 | Street: One University Drive   |
| City, State, Zip: Oxnard, CA 93030          | Camarillo, CA 93012            |
| Email: mvreyes@oxnardsd.org                 | Email: spencer.clark@csuci.edu |

17. **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the Parties hereto with respect to the subject matter hereof.
18. **Assignment.** The Parties shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the other Party, which may be withheld by the respective Party in its sole and absolute discretion for any reason.
19. **Rights and Interests.** This Agreement is not intended to create any rights or interests for any other person or entity other than the University or LEA.
20. **Modification.** This Agreement may only be modified by a later written instrument signed by authorized representatives of each Party.
21. **Severability.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
22. **Authority.** University and LEA represents and warrants that each has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective Party.
23. **Counterpart Execution.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

MS School Counseling Practica and Fieldwork Agreement

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

Oxnard School District  
Local Educational Agency  
By: \_\_\_\_\_  
Signature  
**Melissa Reyes**  
Name  
**Director, Purchasing**  
Title  
**1051 S A Street**  
Street Address  
**Oxnard, CA 93030**  
City, State, Zip Code  
**mvreyes@oxnardsd.org**  
E-Mail Address  
**805-385-1501 ext. 2410**  
Telephone


Trustees of the California State  
University at Channel Islands  
  
\_\_\_\_\_  
Signature  
**Sheryl Aguilar-Astorga**  
Name  
**Buyer II, Commodities & Services**  
Title  
**One University Drive**  
Street Address  
**Camarillo, CA 93012**  
City, State, Zip Code  
**sheryl.aguilar-astorga095@csuci.edu**  
E-Mail Address  
**(805)437-8846**  
Telephone

Exhibit A, Local Educational Agency Responsibilities

The LEA will accept Fieldwork Candidates for fieldwork experience for the times and durations set forth by the University and agreed to by the LEA. The LEA reserves the right to accept only the number of Fieldwork Candidates it deems to be feasible in light of available LEA staff at any given time.

The LEA shall appoint a credentialed Counselor to supervise each Fieldwork Candidate (“LEA Site Supervisor”). LEA Site Supervisors shall meet the following criteria:

- a. The LEA Site Supervisor shall be a full-time member of the LEA.
- b. The LEA Site Supervisor must have a minimum of 2 years counseling experience and have been employed by the LEA for at least one year.
- c. The LEA Site Supervisor must hold a valid PPS credential.
- d. The LEA Site Supervisor must approve of having a Fieldwork Candidate assigned to them.
- e. The LEA Site Supervisor is responsible to undergo training in models of supervision, the Specialized Clinical Practice Experiences , and program fieldwork requirements and share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of Fieldwork Candidate competence.
- f. Fieldwork Candidates must meet with their LEA Site Supervisor for one (1) hour of individual or one-and-one-half (1.5) hours of small group (limit eight (8) candidates per group) supervision per week. The 600 clock hours are required in a public Pre-K-12 school, they must be supervised by a professional who holds a valid PPS credential and is also accessible to the candidate at all times while the candidate is accruing fieldwork hours.
- g. The LEA Site Supervisor must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CTC”).

To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the LEA’s confidentiality requirements and policies, the LEA shall allow the Fieldwork Candidate access to information, including relevant documentation and reports.

LEA will provide training in child abuse and molestation prevention.

LEA will provide training in California Mandated Reporter requirements and Youth Suicide Prevention.

Exhibit B, University Responsibilities

The University's Dean of the School of Education shall also designate an appropriate person (the "University Supervisor") to supervise the Fieldwork Candidate in accordance with all CTC requirements. The University Supervisor will guide, counsel, instruct, and supervise Fieldwork Candidates. The University Supervisor's major responsibilities include, but are not limited to:

- a. Conferencing with LEA Site Supervisors to whom the Fieldwork Candidates are assigned about the expectations of the University and LEA.
- b. Providing the LEA Site Supervisor with University resources for supervising a Fieldwork Candidate.
- c. Serving as the first point of contact for the University.
- d. Monitoring the Fieldwork Candidate's progress.
- e. Observing, critiquing, and conferencing with the Fieldwork Candidate at least three (3) times during the Fieldwork placement.
- f. Providing frequent feedback to the Fieldwork Candidate and LEA Site Supervisor regarding progress, problems, and recommendations.
- g. Being available to address the needs of both the Fieldwork Candidate and the LEA Site Supervisor.
- h. Following consultation with the LEA Site Supervisor, issuing a final grade to the Fieldwork Candidate.

The UNIVERSITY acknowledges and agrees that Fieldwork Candidates will comply with all applicable laws and regulations.

1. Before assigning a student to LEA, the UNIVERSITY will instruct such student on applicable UNIVERSITY policy and state and federal laws relating to unlawful discrimination (including harassment).
2. The UNIVERSITY will also instruct student on state and federal laws related to the Family Educational Rights and Privacy Act (FERPA).

The University shall inform the students that they are not entitled to wages or employee benefits for the time spent at LEA in Fieldwork Experience.

Exhibit C, Fieldwork Candidate Responsibilities

The Fieldwork Candidate's shall provide the LEA with the following documentation:

- a. a Certificate of Clearance that includes a background check and fingerprint clearance report.
- b. a negative tuberculosis risk assessment or test result.

The Fieldwork Candidate's duties may include, but are not limited to, development, planning, implementation, and evaluation of school counseling and guidance programs that include academic, career, personal, social and emotional development. Assisting in advocacy for the high academic achievement and social development of all students. Assisting in the development of schoolwide prevention and intervention strategies and counseling services. Assisting in the provision of consultation, training, and staff development to teachers and parents regarding students' needs.

Fieldwork Candidates are required to follow the academic calendar of the LEA.

Provide services to LEA pupils only under the direct supervision of LEA staff.

Maintain the confidentiality of pupil information. No Fieldwork Candidate will have access to or have the right to receive any LEA pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the program. The discussion, transmission, or narration in any form by Fieldwork Candidates of any individually identifiable pupil information, educational, medical, or otherwise, which is obtained in the course of the program is forbidden except as a necessary part of the fieldwork experience. Otherwise, Fieldwork Candidates shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the fieldwork experience with University, its employees, agents, or others.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Facilities Agreement

### **Approval of Agreement #24-164, Tetra Tech - DTSC Compliance Phase 1 - PS/TK/K Project at Marina West Elementary School (DeGenna/Miller/CFW)**

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The Marina West Elementary School ECDC Project consists of construction of 10 new modular classrooms to support full-day preschool (PS), transitional kindergarten (TK) or kindergarten (K) instruction. The new facilities will be built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements.

The purpose of this action item is to select a DTSC Phase 1 Site Assessment Consultant to provide DTSC Phase 1 Environmental Site Assessment for the Marina West PS/TK/K Project and direct District staff to enter contract negotiations with the selected firm.

Terms of Agreement: November 27, 2024 through January 26, 2025

#### **FISCAL IMPACT:**

\$5,900.00 – Master Construct and Implementation Funds

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Director, Facilities, in consultation with CFW, that the Board approve agreement #24-164 with Tetra Tech.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-164, Tetra Tech - DTSC Compliance \(Marina West ECDC Project\) \(15 Pages\)](#)  
[Proposal \(5 Pages\)](#)





# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

This Services Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between Oxnard School District (hereinafter referred to as "District") and \_\_\_\_\_,  
(hereinafter referred to as "Provider.")

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

\_\_\_\_\_  
Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

**3. NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

**4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

**5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20\_\_\_\_. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

**[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]**

**6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
  - a. Personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

|                       |                       |
|-----------------------|-----------------------|
| _____                 | _____                 |
| District              | Provider              |
| Attn: _____           | Attn: _____           |
| _____                 | _____                 |
| Street                | Street                |
| _____                 | _____                 |
| City, State, Zip Code | City, State, Zip Code |

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
  - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

**13. 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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

**14. INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

**15. INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage: **[delete those not applicable]**

|   | Each Occurrence | Aggregate        |
|---|-----------------|------------------|
| Individual, Sole Proprietorship, Partnership, Corporation, or Other | \$ 1,000,000.00 | \$ 2,000,000.00  |
| High risk events or activities                                      | \$ 2,000,000.00 | \$ 4,000,000.00  |
| Severe risk events or activities                                    | \$ 5,000,000.00 | \$ 10,000,000.00 |

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: **[delete those not applicable]**

Personal vehicles: \$ 500,000.00 combined single limit or  
\$100,000.00 per person / \$300,000.00 per accident

Commercial vehicles: \$1,000,000.00 combined single limit

Student Transportation \$5,000,000.00 combined single limit

Buses and vehicles with capacity of more than 15 \$25,000,000 combined single limit

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: **[delete those not applicable]**

Accountants, attorneys, education consultants, \$1,000,000.00  
nurses, therapists

Architects \$1,000,000.00 or \$2,000,000.00

Physicians and medical corporations \$5,000,000.00

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

|  | Each Occurrence | Aggregate       |
|--|-----------------|-----------------|
| <input type="checkbox"/> Abuse and Molestation | \$ 2,000,000.00 | \$4,000,000.00  |
| <input type="checkbox"/> Pollution Liability   | \$ 1,000,000.00 | \$ 2,000,000.00 |
| <input type="checkbox"/> Cyber Liability       | \$ 5,000,000.00 |                 |
| <input type="checkbox"/> Other: _____          | \$ _____        | \$ _____        |

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
    - Facilities Rental or Lease: CG 20 11 10 01;
    - Most Other services: CG 20 26 10 01.
  - 2) Primary, Non-Contributory
    - CG 20 01 01 13
  - 3) Waiver of Subrogation
    - CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”



18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

**THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.**

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

**FEES:**

|  |          |
|--|----------|
| Compensation for Services                | \$ _____ |
| Actual and Necessary Travel Expenses     | \$ _____ |
| Other Expenses                           | \$ _____ |
| Total Amount not to Exceed               | \$ _____ |
| Deposit                                  | \$ _____ |
| Balance Due after Completion of Services | \$ _____ |

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

**PAYMENT SCHEDULE:**

Invoices to be submitted monthly to [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org) and [projectinvoices@cfwinc.com](mailto:projectinvoices@cfwinc.com). Net 30 terms.

**ADDITIONAL COSTS OF EXPENSES:**

This is a Not-To-Exceed Amount of \$5,900.00 (Five Thousand Nine Hundred Dollars and Zero Cents).

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2024\_\_

Provider: \_\_\_\_\_

**I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)**

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

**By signing below I certify, under penalty of perjury, that: (i)** I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**II. Tuberculosis Risk Assessments Certification (Education Code Section 49406).** With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

**By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that** the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**III. Conflict of Interest Certification**

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: \_\_\_\_\_



October 14, 2024

M-3077

*Transmitted Electronically*

Mr. Gerald Schober  
Caldwell Flores Winters, Inc.  
521 N. 1<sup>st</sup> Avenue  
Arcadia, California 91006  
[gschober@cfwinc.com](mailto:gschober@cfwinc.com)

Subject: Proposal to Perform a Phase I Environmental Site Assessment for Marina West Elementary School Located at 2501 Carob Street, Oxnard, California 93035

Dear Mr. Schober:

Tetra Tech is pleased to provide this proposal and scope of work (SOW) to prepare a Phase I Environmental Site Assessment (Phase I ESA) report for Marina West Elementary School located at 2501 Carob Street, Oxnard, California 93035 (hereinafter referred to as the Site) in response to your email dated October 11, 2024. This Phase I ESA will be performed for Oxnard School District (OSD) as part of the due diligence efforts required to support the construction of five Pre K/TK Modular Buildings by OSD. Following completion of the Phase I ESA, additional site investigation may be required based on potential recognized environmental conditions (RECs) identified during the Phase I ESA.

The proposed scope of work is based on our extensive experience working with the California Department of Toxic Substances Control (DTSC) School Property Evaluation and Cleanup Division at numerous proposed and existing school sites throughout California and on our understanding of current DTSC guidance.

## **PROJECT UNDERSTANDING**

Marina West Elementary School is located at 2501 Carob Street, Oxnard, CA which is in a mid-size city setting. The student population of Marina West Elementary is 216 and the school serves K-5 students. Under the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program, the District received a State Allocation Board (SAB) grant apportionment of approximately \$8.2 million on September 27, 2023, to construct ten new permanent classrooms to be located at the Marina West Elementary school site. The project includes four new preschool, four new transitional kindergarten, and two new kindergarten classrooms. The ten new classrooms are proposed to replace eight existing portable classrooms and expand and complete existing preschool and kindergarten facilities at Marina West Elementary, pursuant to the adopted State and Board specifications for these facilities.

## **SCOPE OF WORK**

The approach and scope of work (SOW) of the Phase I ESA is designed to identify RECs in connection with the Site, including all appropriate inquiry (AAI) and a search for environmental liens and activity use limitations (AULs) for the Site. Tetra Tech expects to conduct the Phase I ESA in a manner consistent with the ASTM Standard Practice E 1527-21.

Tetra Tech

5383 Hollister Avenue, Suite 130, Santa Barbara, CA 93111

Tel 805.681.3101 Fax 805.681.3108

[www.tetrattech.com](http://www.tetrattech.com)





The SOW includes the three tasks described below.

### **TASK 1: DOCUMENTS AND RECORDS REVIEW**

Tetra Tech will conduct a thorough review of available and relevant geologic, hydrogeologic, and environmental reports and readily available historical aerial photographs and topographic maps of the subject property dating from at least the last 50 years. The review will consist of an examination of the literature, photographs, and maps for information on general site conditions and documentation/evidence of previous activities at the self-storage facility and adjacent properties that may have contributed to onsite contamination, with specific attention to their effect upon the subject property.

The following agencies will be contacted via telephone, personal interviews, or records searches, for additional information relating to the Site, if warranted by questions arising from the review of the provided files:

- The California Department of Toxic Substances Control (DTSC);
- Regional Water Quality Control Board, Los Angeles Region (RWQCB);
- The County of Ventura (Air Pollution Control District, Environmental Health Division, Building Department, Fire Department, and Planning Department);
- The City of Oxnard (Building Department, Fire Department, and Planning Department);
- California Geologic Energy Management Division (CGEMD); and
- National Pipeline Mapping System (NPMS).

Other local, state, or federal agencies may be contacted if warranted and appropriate based on conditions at the Site.

Tetra Tech will acquire and review a regulatory agency database report summarizing a search of specific government records for the subject property and sites within prescribed search radii per ASTM Standard E1527-21. The agency database report will also include an evaluation of vapor intrusion on the subject property, a growing area of concern for environmental liability professionals that was added to the scope of the ASTM standard in 2013.

Tetra Tech will review any previous environmental reports made available from OSD for the Site and surrounding properties.

### **TASK 2: SITE RECONNAISSANCE AND INTERVIEWS**

The Site reconnaissance will consist of an inspection of the Site and adjacent areas for evidence of current and past hazardous materials use, storage, or disposal. Photographs will be taken of the Site and surrounding properties and a checklist will be used to document the reconnaissance.

Tetra Tech will coordinate with OSD to coordinate with the elementary school and tenants to interview for information related to current and past activities and procedures at the Site. Interviews will be conducted on-site during the site reconnaissance to the extent possible. Follow-up telephone interviews will be conducted, as necessary.



**TASK 3: REPORT**

Tetra Tech will prepare a Phase I ESA Report that summarizes the findings of Tasks 1 and 2 and provides conclusions and recommendations to assist OSD with due diligence efforts required to support the construction of the five Pre K/TK Modular Buildings. Following completion of the Phase I ESA, if RECs are identified, a Phase II ESA will be recommended to investigate potential source areas and possible releases at the Site. Tetra Tech will provide two copies of the final Phase I ESA report, with appendices in PDF format on a compact disc or flash drive. Hard copies of the report are available on request.

**SCHEDULE**

Tetra Tech is available to begin work immediately upon receipt of the signed purchase order or contract. The proposed project schedule is provided below. This schedule can be revised based on input from OSD.

**Project Schedule**

| Task   | Description                        | Completion Date          |
|--------|------------------------------------|--------------------------|
| Task 1 | Documents and Records Review       | Award + 10 working days. |
| Task 2 | Site Reconnaissance and Interviews | Award + 10 working days. |
| Task 3 | Report                             | Award + 35 days          |

**STAFF**

Mr. James Steele will serve as the technical reviewer for the Phase I ESA. Mr. Steele is a California Professional Geologist, (No. 5963), Certified Engineering Geologist (No. EG 1906), and California Certified Hydrogeologist (No. HG 247) with over 35 years of experience performing projects for engineering geology, geotechnical engineering, hydrogeologic studies, landfill closure/post-closure monitoring, Phase I ESAs, Phase II ESAs, PEAs, and environmental remediation. He has extensive managerial and technical experience providing these services for K-12 schools throughout California.

Mr. Randy Westhaus is the Program Manager for Tetra Tech’s School Services Program and will provide technical and management oversight for this project. Mr. Westhaus is a Registered Mechanical Engineer in California (California Certificate No. 25171) with over 40 years’ experience in the environmental field. He has extensive managerial and technical experience performing Phase I ESAs, PEAs, geotechnical/geologic hazards investigations, and CEQA document preparation for school projects in California including several in Ventura County.

**PRICE**

This project will be performed for a fixed price of \$5,900. Our price estimate is based on an assumed level of effort that may vary depending on the ease of Site access and field conditions. Table 1 contains a summary of our time and materials labor rates. Additional out of scope services, meetings, or reports that are requested will be billed on a time and materials basis.

**ASSUMPTIONS**

Several assumptions have been made in developing this proposal and price that if not valid, will constitute a change in the scope of work, requiring an adjustment in project cost. We will notify you of any such changes in writing. Assumptions and limitations to our scope of work are:

- The Site will be readily accessible to Tetra Tech for the site reconnaissance.



- The level of effort will be consistent with the requirements of ASTM Standard E 1527-21.
- Information maintained by federal and state agencies will be readily accessible via internet, mail, and email and Tetra Tech personnel will not need to travel to these agency offices for file review.
- The Phase I ESA Report will be submitted to OSD in electronic and hard-copy format (upon request).

### **CONTRACTURAL TERMS AND CONDITIONS**

We propose to perform these services in accordance with a purchase order or contract between the OSD and Tetra Tech and the agreed-on scope of services presented in this proposal. Tetra Tech will begin implementation of the proposed scope of work immediately following written authorization acknowledging the OSD's acceptance of this proposal.

Tetra Tech appreciates this opportunity to work with the OSD. Please contact Mr. Westhaus at (805) 455-0603 or Mr. Steele at (805) 681-6302 if you have any questions regarding our proposal.

Sincerely,

**TETRA TECH, INC.**

A handwritten signature in black ink that reads 'Randy T. Westhaus'.

Randy T. Westhaus, P.E.  
Director  
[randy.westhaus@tetrattech.com](mailto:randy.westhaus@tetrattech.com)

A handwritten signature in black ink that reads 'James R. Steele'.

James R. Steele  
Associate Director  
California Professional Geologist No. 5963  
California Certified Engineering Geologist No. 1906  
California Certified Hydrogeologist No. 247  
[jim.steele@tetrattech.com](mailto:jim.steele@tetrattech.com)

cc: Peter Oblander (Tetra Tech)  
Amanda Weston (Tetra Tech)

Attachment: Table 1 – Tetra Tech Time and Materials Rates

**Table 1**  
**Tetra Tech Time and Materials Rates**  
**DTSC Compliance Services for Oxnard School District**  
**October 14, 2024**

| Labor Category                            | Hourly Billing Rate |
|---|---------------------|
| Vice President                            | \$280.00            |
| Director                                  | \$270.00            |
| Professional Geologist/Associate Director | \$230.00            |
| Principal Environmental Scientist         | \$235.00            |
| Principal-Level CEQA Specialist           | \$220.00            |
| Senior-Level CEQA Specialist              | \$160.00            |
| Mid-Level CEQA Specialist                 | \$152.00            |
| Junior-Level CEQA Specialist              | \$106.00            |
| Senior-Level Geologist/Project Manager    | \$156.00            |
| Mid-Level Geologist/Project Manager       | \$117.00            |
| Public Outreach Specialist                | \$151.00            |
| Principal-Level Engineer/Scientist        | \$201.00            |
| Senior-Level Engineer/Scientist           | \$164.00            |
| Mid-Level Engineer/Scientist              | \$124.00            |
| Junior-Level Engineer/Scientist           | \$114.00            |
| Associate-Level Engineer/Scientist        | \$96.00             |
| Senior-Level Environmental Technician     | \$174.00            |
| Mid-Level Environmental Technician        | \$128.00            |
| Junior-Level Environmental Technician     | \$84.00             |
| Associate-Level Environmental Technician  | \$50.00             |
| Contract Management                       | \$161.00            |
| Administration                            | \$140.00            |
| GIS Graphics/CADD                         | \$131.00            |
| Junior-Level Word Processing/Publications | \$98.00             |

**Notes:**

- Rates Effective through September 30, 2025.
- Rates apply to normal working hours.
- Subcontractors will be billed at cost plus 10% profit.
- Other Direct Costs (including travel) will be burdened with fixed G&A of 13.32% and 10% fee.
- Rates for field equipment are quoted upon request.
- Out-year rates escalated at 3.0% per fiscal year (Oct through Sep).

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Facilities Agreement

### **Approval of Agreement #24-165 -TYR, Inc. - Inspector of Record Services (IOR) - Marina West Elementary School ECDC Project (DeGenna/Miller/CFW)**

---

The Marina West Elementary School ECDC Project consists of construction of 10 new modular classrooms to support full-day preschool (PS), transitional kindergarten (TK) or kindergarten (K) instruction. The new facilities will be built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements.

The purpose of this action item is to select an Inspector of Record (IOR) Services for the Marina West Elementary School ECDC Project.

Term of Agreement: December 19, 2024 through February 28, 2026

#### **FISCAL IMPACT:**

\$235,400.00 – Master Construct and Implementation Funds

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Director, Facilities in consultation with CFW, that the Board approve Agreement #24-165 with TYR, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-165, TYR, Inc. - Inspector of Record Services \(49 Pages\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

This Services Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between Oxnard School District (hereinafter referred to as "District") and \_\_\_\_\_,  
(hereinafter referred to as "Provider.")

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

\_\_\_\_\_  
Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

**3. NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

- 4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

- 5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20\_\_\_\_. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

**[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]**

- 6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
  - a. Personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.



If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

|                       |                       |
|-----------------------|-----------------------|
| _____                 | _____                 |
| District              | Provider              |
| Attn: _____           | Attn: _____           |
| _____                 | _____                 |
| Street                | Street                |
| _____                 | _____                 |
| City, State, Zip Code | City, State, Zip Code |

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
  - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

**13. 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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

**14. INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

**15. INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage: **[delete those not applicable]**

|   | Each Occurrence | Aggregate        |
|---|-----------------|------------------|
| Individual, Sole Proprietorship, Partnership, Corporation, or Other | \$ 1,000,000.00 | \$ 2,000,000.00  |
| High risk events or activities                                      | \$ 2,000,000.00 | \$ 4,000,000.00  |
| Severe risk events or activities                                    | \$ 5,000,000.00 | \$ 10,000,000.00 |

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: **[delete those not applicable]**

Personal vehicles: \$ 500,000.00 combined single limit or  
 \$100,000.00 per person / \$300,000.00 per accident

Commercial vehicles: \$1,000,000.00 combined single limit

Student Transportation \$5,000,000.00 combined single limit

Buses and vehicles with capacity of more than 15 \$25,000,000 combined single limit

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: **[delete those not applicable]**

Accountants, attorneys, education consultants, \$1,000,000.00  
 nurses, therapists

Architects \$1,000,000.00 or \$2,000,000.00

Physicians and medical corporations \$5,000,000.00

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

|  | Each Occurrence | Aggregate       |
|--|-----------------|-----------------|
| <input type="checkbox"/> Abuse and Molestation | \$ 2,000,000.00 | \$4,000,000.00  |
| <input type="checkbox"/> Pollution Liability   | \$ 1,000,000.00 | \$ 2,000,000.00 |
| <input type="checkbox"/> Cyber Liability       | \$ 5,000,000.00 |                 |
| <input type="checkbox"/> Other: _____          | \$ _____        | \$ _____        |

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability
    - Facilities Rental or Lease: CG 20 11 10 01;
    - Most Other services: CG 20 26 10 01.
  - 2) Primary, Non-Contributory
    - CG 20 01 01 13
  - 3) Waiver of Subrogation
    - CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

**THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.**

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

**FEES:**

|  |          |
|--|----------|
| Compensation for Services                | \$ _____ |
| Actual and Necessary Travel Expenses     | \$ _____ |
| Other Expenses                           | \$ _____ |
| Total Amount not to Exceed               | \$ _____ |
| Deposit                                  | \$ _____ |
| Balance Due after Completion of Services | \$ _____ |

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

**PAYMENT SCHEDULE:**

**ADDITIONAL COSTS OF EXPENSES:**

**EXHIBIT C  
REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 20\_\_

Provider: \_\_\_\_\_

**I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)**

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

**By signing below I certify, under penalty of perjury, that: (i)** I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**II. Tuberculosis Risk Assessments Certification (Education Code Section 49406).** With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

**By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that** the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**III. Conflict of Interest Certification**

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: \_\_\_\_\_

**Proposal for TYR, Inc.**  
**For Project Inspection Services in Response to**

**Oxnard School District's RFP**  
**for Marina West Elementary School New**  
**Modular Classroom Buildings**



**Inspection Services 621**  
DSA & HCAI Inspection



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**Appendix: Firm Experiences and References**

**Appendix: Brochure**

# 1. Cover Letter



October 21<sup>st</sup>, 2024  
 Oxnard School District  
 11321 Bullis Road, Lynwood, CA 90262  
 Attn: Gerald Schober  
 Vice President, Implementation Services

**Reference: RFP – Project Inspection Services for Ritchee ES & Mcauliffe ES – Modernization Projects**

**Firm Contact Information**

- **Firm Name:** TYR, Inc.
- **Firm headquarter Address:** 18672 Florida St. Suite 302-D, Huntington Beach CA, 92648
- **Firm Local Address:** 18649 Ceder Crest Dr., Santa Clarita CA, 91387
- **Telephone:** (949) 524-3020                      **E-mail:** [tyr@tyrior.com](mailto:tyr@tyrior.com)                      **Website:** [www.TYRIOR.com](http://www.TYRIOR.com)
- **Federal Tax ID:** 14-1880444                      **License Number:** A310497                      **DIR Number:** C2530457
- **Authorized Individual to speak for the Firm Owner and CFO:** Mr. Youssef Sobhi
- **Phone Number:** (714) 717-6489                      **E-mail:** [ysobhi1@msn.com](mailto:ysobhi1@msn.com)

Dear Gerald Schober,

As a leading construction inspection firm in the state for **over two decades**, we are committed to providing our clients with the highest quality inspection services possible. At TYR, we recognize that dealing with multiple agencies, tracking the minutiae of ever-shifting regulations, and managing material testing and countless special inspectors can quickly become overwhelming. At TYR, we want to take some of the uncertainty and stress off our clients' minds. We pride ourselves on screening the finest inspectors on the market, each of whom operates with a deep commitment to integrity and a deep-seated understanding of state and local building regulations.

**Why we are a Good fit?**

TYR, Inc. provides clients with DSA and HCAI inspections. Our firm currently employs **over 70 multi-licensed inspectors** who are certified in Class 1, 2, and 3 DSA, and Class A, B, and C HCAI, ICC and CASp. Each has demonstrated complete working knowledge of the Division of State Architect (DSA), Office of Public-School Construction (OPSC), California Department of Education's codes and regulations, Leadership in Energy and Environmental Design (LEED), and various project bids and construction types. For Qualifications most relevant to this project for TYR and our team of inspectors please [refer to project expedience & resumes, "Project Team Summary"](#).

We are also proud to hold contracts with numerous Districts, Community Colleges and Public Works Agencies all over the state of California with multiple local offices that allow us to provide accessibility and efficiency of service. With a proven track record spanning **over 135 public institutions** in executing various project types such as new construction, modernization, additions and remodeling, as well as different delivery methods such as, Design Bid Built, Design Build, Construction Manager at Risk... etc. Which equips us to be a valuable partner for Oxnard SD.

**Certificate of Insurance:** [Please find a copy of TYR, Inc.'s Insurance certificate attached to this cover letter.](#)

**Agreement Statement:** *TYR, Inc. received a copy of the district's standardized form of Agreement for Professional Services ("Agreement") attached as ATTACHMENT "A" to the RFP. TYR, Inc. has reviewed the indemnity and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, TYR, Inc. has no objections to the use of the Agreement.*

**Conflict of Interest:** *TYR, Inc. certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.*

Best Regards,

Youssef Sobhi, President, and Senior Inspector





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2024

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).

|  |  |  |                        |
|--|--|--|------------------------|
| <b>PRODUCER</b><br>YASSA INSURANCE AGENCY INC<br>26361 Crown Valley Parkway #230<br>Mission Viejo, CA 92691<br>0B09314 |  | <b>CONTACT NAME:</b><br><b>PHONE (A/C. No. Ext):</b> (949)417-0205 <b>FAX (A/C. No):</b> (949)751-0208<br><b>E-MAIL ADDRESS:</b> yassaagency@yahoo.com |                        |
|  |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |                        |
|  |  | <b>INSURER A:</b> CNA-Valley Forge Ins Co  | <b>NAIC #</b><br>20508 |
|  |  | <b>INSURER B:</b> CNA-Continental Casualty Ins Co  | 20443                  |
|  |  | <b>INSURER C:</b> CNA-American Casualty Co Reading   | 20427                  |
|  |  | <b>INSURER D:</b> CFC-Underwriters at Lloyd's Ins Co   | 14040                  |
|  |  | <b>INSURER E:</b>  |                        |
|  |  | <b>INSURER F:</b>  |                        |
| <b>INSURED</b><br>T.Y.R., Inc.<br>18672 Florida Street<br>Suite 302-D<br>HUNTINGTON BEACH, CA 92648                    |  |  |                        |


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

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 602 5347617   | 9/9/2024                | 9/9/2025                | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                     |           |          | 602 5347617   | 9/9/2024                | 9/9/2025                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> <b>EXCESS LIAB</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |           |          | B 6025347732  | 9/9/2024                | 9/9/2025                | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>\$  |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      | 602 5347682   | 9/9/2024                | 9/9/2025                | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| D        | <b>PROFESSIONAL LIABILITY</b>   |           |          | PSN0240074995 | 9/9/2024                | 9/9/2025                | PER CLAIM LIMIT 2,000,000<br>AGGREGATE LIMIT 4,000,000  |

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<br>  |

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## 2. Litigation and Claims History



Inspection Services  
DSA & HCAI Inspection

## 2. Litigation and Claims History

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TYR has been extraordinarily fortunate **never to experience any litigation** of any kind or stripe with any client or member of any project team we collaborated with. A fact aided by our ironclad commitment to reliability and outstanding service. We have *never filed for bankruptcy and there have never been any litigations or settlements against or filed by TYR, Inc. at any time in its over twenty year history.* To date, we have never failed to enter into a contract or professional service agreement once selected; withdrawn from an SOQ as a result of an error; terminated or failed to complete a contract; or terminated by any municipal, county, state, federal or local agency; involvement in litigation; concealed any deficiency in the performance of a prior contract; falsified of information or submission of deceptive or fraudulent statements in connection with a contract or willful disregard for applicable rules or law.

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# 3. Project Team Summary

### 3. Project Team Summary

| Role              | Name           | *License            | Employment Date | Employment Type        |
|-------------------|----------------|---------------------|-----------------|------------------------|
| Project Inspector | James Burleson | DSA Class 1, #5268  | Employed 2024   | Independent contractor |
| Project Inspector | Shawn Wakeen   | DSA Class 1, # 4566 | Employes 2019   | Independent contractor |

- *\*Please see IORs' qualifications, education, and experience in their resumes on the Appendix Section.*

### Qualifications of TYR Inspectors

TYR, Inc. only hires an individual who meets our high ethical standards, has great communication skills with all project teams, and possesses extensive experience and knowledge of codes that they are responsible for enforcing. In addition to having multi-licensed, **local inspectors**, our inspectors are also qualified in the following:

- **Multiple Project Coordination**

Many of our inspectors have experience in helping the district coordinate multiple projects to minimize the cost of inspections with the district, without compromising the quality of inspections. For example, one of our inspectors working at Pomona USD has coordinated and worked on multiple projects at the same time with the approval of the District and DSA. Each project was worked on as part-time work which provided minimal cost to the district, without compromising the quality of service. The inspector provided the District with a DSA form 6 for each project at 100% completion.

- **Background Of Inspectors**

As mentioned above, given that our inspectors hold multiple licenses, we make sure to match the project needs with an assigned inspector that has equivalent licenses and similar experience. Since each project is unique, the inspector's experience and technical background are necessary to complement the project and the district's needs. For example, for a Central Plant project, apart from assigning the required class inspector, we ensure that the appointed inspector has extensive experience in all MEP work as well.

- **Management Of Workload and Availability**

We have 21 years of experience coordinating inspection services across multiple clients and understand what is required to successfully balance all our commitments. Due to the number of inspectors our company employs, we have always completed our projects in a precise and prompt fashion. TYR is committed to providing Oxnard USD with an excellent inspection service without any delays.

- **Local To the District**

TYR understands how important the proximity of the firm's location and the inspector's residence is to each district. Our local offices allow us to provide our services on demand with more cost-effective proposals to our clients. Furthermore, all our inspectors are California locals, strategically placed within their counties for swift response during construction emergencies. We pride ourselves in assigning an inspector close to the project and their residence to minimize the driving distance. We have found this to be essential, not only for the inspector but more importantly to the client.

**Personnels Availability:** Although the proposed personnel are currently available, due to the intense demands of the market, inspector availability is subject to change. Additional resumes of equally qualified and capable inspectors could be available for District review should the proposed personnel be unavailable at the project's commencement.

**Notice on Sub-Consultant:** TYR, Inc. does not anticipate the employment of sub-consultants but is fully equipped to provide sub-consultants if requested by the district.

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## **JAMES BURLESON**

Mr. Burleson is a highly motivated inspector with over 19 years of experience in the construction and inspection industry and has worked on a diverse variety of projects including New Construction, Modernization, Alteration, Additions, and Renovations. Mr. Burleson possesses proven expertise in proactively identifying and addressing potential issues, as well as ensuring seamless project execution. He has acquired a well-versed knowledge of construction methods and has an excellent reputation for working successfully with other project personnel.

### **LICENSES AND CERTIFICATIONS**

- DSA CLASS 1, CERT. NO. 5268
- OSHPD/HCAI CLASS, CERT. NO. A-206651

### **PROFESSIONAL EXPERIENCE REFERENCE PROJECTS**

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#### **LAS VIRGENES UNIFIED SCHOOL DISTRICT**

#### **Calabasas High School Performing Arts Theatre- DSA No. 03-112714- \$18.7 Million**

##### **PROJECT DESCRIPTION**

The project entailed the new construction of a theater building (Performing Arts Center)

##### **FIELD INSPECTION DUTIES**

As project inspector, duties included inspection of the following: structural steel and welding of moment frame, reinforced concrete, tile veneer, interior and exterior metal studs, all MEP elements of new mechanicals, seismic restraints, roofing, and finishes. Verifying materials according to approved plans and specs.

##### **ADMINISTRATIVE TASKS**

Duties included: providing complete and detailed daily and semi-monthly reports, supervising testing lab activities, attending project meetings, and reviewing the RFIs, submittals, and shop drawings. Maintaining complete project documentation files on-site. Verifying contractor's as-builts and pay applications, as needed. Necessary correspondence with the Project Manager, design professional, and project team. Oversaw Testing Lab/special inspection.

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#### **OXNARD UNION HIGH SCHOOL DISTRICT**

#### **Channel Islands High School HVAC System- DSA No. 03- 120386- \$19 Million**

##### **PROJECT DESCRIPTION**

The project included alterations to 5-Buildings, as well as new HVAC, and a Fire Alarm upgrade for 7 buildings. Additionally, the project scope included the modernization of lighting and windows Modernization.

##### **FIELD INSPECTION DUTIES**

As project inspector, duties included inspection of the following: fire alarm installation and mounting, as per the approved plans and specs, and testing of the system. Concrete encasement for conduit. Firestopping wall penetrations. As well as inspection of all electrical work required for the new HVAC. Install a new condensate Drain and new drywall connection. Remove, relocate, and extend conduits, boxes, and connections as required for the new HVAC.

##### **ADMINISTRATIVE TASKS**

Duties included maintaining a complete project filing system (RFI logs, submittals, tests, and special inspection reports, etc.), providing complete and detailed daily reports, attending project meetings, verifying all ADA, fire, and life safety issues for compliance with approved plans.

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#### **OXNARD UNION HIGH SCHOOL DISTRICT**

#### **Hueneme High School New HVAC System Building Alterations- DSA No. 03-120328 - \$18.6 Million**

##### **PROJECT DESCRIPTION**

The project scope included alterations to 8 buildings, in addition to modernization of lights and windows as well as new HVAC units and a Fire alarm upgrade to 9 buildings.

##### **FIELD INSPECTION DUTIES**

As project inspector, duties included inspection of the following: fire alarm installation and mounting, as per the approved plans and specs, and testing of the system. Concrete encasement for conduit. Firestopping wall penetrations. As well as inspection of all electrical work required for the new HVAC. Install a new condensate Drain and new drywall connection. Remove, relocate, and extend conduits, boxes, and connections as required for the new HVAC.

##### **ADMINISTRATIVE TASKS**

Duties included maintaining a complete project filing system (RFI logs, submittals, tests, and special inspection reports, etc.), providing complete and detailed daily reports, attending project meetings, verifying all ADA, fire, and life safety issues for compliance with approved plans.

**COLD SPRING ELEMENTARY SCHOOL DISTRICT**

**Cold Spring Elementary CTE Classroom Bldg.- DSA No. 03- 121833- \$2.2 Million**

**PROJECT DESCRIPTION**

The project entailed the new construction of a CTE building with site improvements at Cold Spring ES Santa Barbara County.

**FIELD INSPECTION DUTIES**

As a project inspector, my duties included providing continuous inspection throughout the project per CA Title 24. This involved inspecting various aspects, including concrete, pile caps, structural steel, grade beams, welding, and high-strength bolting. I also ensured the complete inspection of MEP systems and seismic restraints, monitored special inspections and testing, oversaw assistant inspectors, and coordinated multiple CASp inspections of the building elements.

**ADMINISTRATIVE TASKS**

Duties included maintaining a complete project filing system (RFI logs, submittals, tests, and special inspection reports, etc.), providing complete and detailed daily and semi-monthly reports, supervising testing lab activities, attending project meetings, verifying all ADA, fire, and life safety issues for compliance with approved plans.

**COLD SPRING ELEMENTARY SCHOOL DISTRICT**

**Hueneme High School Campus Security Fencing- DSA No. 03- 120198- \$1.7 Million**

**PROJECT DESCRIPTION**

The project included the construction of campus security fencing.

**FIELD INSPECTION DUTIES**

As project inspector, duties included inspection of the following: removal. reinstallation of railing, fencing campus-wide, benches, and backpack hooks.

**ADMINISTRATIVE TASKS**

Duties included maintaining a complete project filing system (RFI logs, submittals, tests, and special inspection reports, etc.), providing complete and detailed daily and semi-monthly reports, supervising testing lab activities, attending project meetings, verifying all ADA, fire, and life safety issues for compliance with approved plans.

**OXNARD UNION HIGH SCHOOL DISTRICT**

**Channel Island High School Gymnasium Bleacher Replacement - DSA No. 03-120820- \$1 Million**

**PROJECT DESCRIPTION**

The project includes alterations to the Gymnasium and Cafeteria bldgs. (Bleachers Replacement & Restrooms Upgrades)

**FIELD INSPECTION DUTIES**

As IOR, tasks included verifying structural integrity, systems (mechanical, plumbing, and electrical), safety features, and chemical treatment. Ensuring accessibility compliance, assessing surroundings, and meticulous documentation were key responsibilities. Essential coordination with contractors was crucial for prompt issue resolution.

**ADMINISTRATIVE TASKS**

Duties included maintaining a complete project filing system (RFI logs, submittals, tests, and special inspection reports, etc.), providing complete and detailed daily reports, attending project meetings, verifying all ADA, fire, and life safety issues for compliance with approved plans.

**Additional Projects List (DSA Related Experience)**

- **Oxnard HSD:** Hueneme HS Portable CLRM (03-121617) - \$225,000
- **Oxnard HSD:** Hueneme HS Bleachers Replacement (03-120817) - \$424,000
- **Cold Spring Elementary SD:** Cold Spring ES New range hood Install (03-122715) - \$57,064.68

**Additional Projects List (HCAI Related Experience)**

- **Palmdale Medical Center**-New Hospital Bldg. IL-041400-19A
- **Henry Mayo** Newhall Hospital Projects
- **Cath Lab**-S210698-19-00
- **Lab Hood and Analyzer**-S202162-19-00
- **Machris Bldg.** Demo-H171461-19-00
- **Helford Tower** Pharmacy Upgrade-S172762-19-00
- **D.O.C Make Ready Demo**-S200401-19-00
- **Encompass Health** Rehabilitation Hospital Bakersfield -AHU

**A full project list with additional HCAI experience is available upon request.**

REFERENCES are available upon request.

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### **SHAWN WAKEEN**

Mr. Wakeen carries over 27 years of experience in the construction industry ranging from Project Inspector to Superintendent. His experience consists of extensive work in new construction, remodels, and tenant improvements. Mr. Wakeen's proactive leadership allows him to communicate with contractors by notifying them when something is not being installed per plan and specification rather than waiting until something is installed incorrectly.

#### **EDUCATION**

- B.S. INDUSTRIAL ENGINEERING OPERATIONS RESEARCH, UNIVERSITY OF MASSACHUSETTS, AMHERST, MA
- GRADUATE COURSEWORK IN INFORMATION TECHNOLOGIES, GEORGIA INSTITUTE OF TECHNOLOGY

#### **LICENSE AND CERTIFICATION**

- DSA CLASS 1 INSPECTOR, No. 4566
- ICC STRUCTURAL STEEL & WELDING SPECIAL INSPECTOR

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#### **PROFESSIONAL EXPERIENCE REFERENCE PROJECTS**

##### **SOUTHWESTERN COMMUNITY COLLEGE DISTRICT**

#### **Chula Vista Campus Instructional Complex 1 - DSA No. 04-120602 - \$82 Million**

##### **PROJECT DESCRIPTION**

New 2 story steel framed, and tilt-up concrete classroom and faculty office building located on the northeast corner of the existing southwestern college campus. scope includes new building (instructional complex 1 - bldg #24 and #25), associated site improvements to landscape and hardscape, improvements to existing path of travel to accessible parking, and improvement of existing accessible parking. rooftop photovoltaic system, inverters, and associated electrical and low voltage design, separate future DSA submittal.

##### **FIELD INSPECTION**

As project inspector, duties included inspection of the following: reinforced concrete, CMU walls, metal stud framing, fire sprinkler, fire alarm, accessibility, and MEP throughout the project. Perform all duties as described in Title 24 of CBC. Accessibility for the interior and exterior of the building. Supervised and monitored testing lab activities including on-site inspection as per project T&I sheet as well as coordination and monitoring for off-site shop inspection.

##### **ADMINISTRATIVE TASKS**

Duties included: preparing all necessary reports. Providing complete and detailed daily reports, attending all necessary meetings, communicating with other staff.

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##### **COAST COMMUNITY COLLEGE DISTRICT**

#### **Golden West Community College Criminal Justice Building - DSA No. 04-115316 & 04-115594 - \$26 Million**

##### **PROJECT DESCRIPTION**

New Construction of 1-Criminal Justice Classroom Building. This new 43,600 SF two-story building included classrooms, locker rooms, training rooms, simulation labs, fitness lab, ready room, mat room, armory, scenario labs and an administration suite and multi-purpose room. Outdoor areas included a grinder area, middle course, parking, traffic stop street, a scenario village, and a memorial.

##### **FIELD INSPECTION**

Duties included: inspecting site soil excavations and compaction for the building pad, the electrical, water, and sewer infrastructure and site hookups to the building. Ensuring all finishes are appropriately provided and installed per the construction documents. All welding and bolting and verification for interior and exterior metal studs and exterior lath and plaster. Underground pipe installation and connection to the campus infrastructure system, including all testing for electric conduits and pressure and static testing for plumbing underground. MEP inspection for the interior of the building and tracking out material.

##### **ADMINISTRATIVE TASKS**

Duties included: preparing all necessary reports for steel, concrete, and fireproofing, maintaining a complete project filing system, as-builts, supervising testing lab activities. Attending project meetings and communicating with project team and DSA field engineer.

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##### **LOS ANGELES UNIFIED SCHOOL DISTRICT**

#### **Elementary School #3, Early Education Center - DSA No. 03-110120 - \$45 Million**

##### **Assistant Inspector**

##### **PROJECT DESCRIPTION**

New school construction 4 buildings consisting of 31 classrooms, 7 early education classrooms administration, library, and subterranean parking garage. Type II Building.



**FIELD INSPECTION**

As project inspector, duties included inspection of the following: Assisted Inspected building concrete foundation, and structural steel superstructure, interior and exterior metal stud framing, CMU and masonry including placement, MEP systems. Building FLS includes fire alarm, sprinkler and fire rated walls and penetration as per required UL assemblies and site verification for ADA POT.

**ADMINISTRATIVE TASKS**

Duties included: maintaining project documents for all inspection reports, inspection requests, and supervising material testing and special inspection activities, providing complete and detailed daily and semi-monthly reports.

**PASADENA UNIFIED SCHOOL DISTRICT**

**Blair Middle School – DSA No. 03-112814 – \$15 Million**

**PROJECT DESCRIPTION**

New school construction 2-Story building with 26 classrooms, warming kitchen, elevator, connecting to existing under road pedestrian tunnel, stairs, grading of site, asphalt paving, planting, ornamental fencing, storm drain retention device filtration, and basketball court.

**FIELD INSPECTION**

As project inspector, duties included inspection of the following: reinforced concrete, CMU walls, metal stud framing, fire sprinkler, fire alarm, accessibility, and MEP throughout the project. Perform all duties as described in Title 24 of CBC. Accessibility for the interior and exterior of the building. Supervised and monitored testing lab activities including on-site inspection as per project T&I sheet as well as coordination and monitoring for off-site shop inspection.

**ADMINISTRATIVE TASKS**

Duties included: preparing all necessary reports. Providing complete and detailed daily reports, attending all necessary meetings, communicating with other staff.

**LOS ANGELES COMMUNITY COLLEGE DISTRICT**

**Energy Efficiency West Los Angeles College – DSA No. 03-119500 & 03-119573 – \$5.4 Million**

**PROJECT DESCRIPTION**

New Construction of 1-TLC Utility Building and Associated Site Work. Modernization additions to 1-Central Plant: Modernization expansion; Alterations to 1-Central Plant.

**FIELD INSPECTION**

As project inspector, duties included inspection of the following: reinforced concrete, CMU walls, metal stud framing, fire sprinkler, fire alarm, accessibility, and MEP throughout the project. Perform all duties as described in Title 24 of CBC. Accessibility for the interior and exterior of the building.

**ADMINISTRATIVE TASKS**

Duties included: Providing complete documentation for inspections and providing complete and detailed daily and semi-monthly reports, supervising testing lab activities, attending project meetings, reviewing the RFI's, submittals and shop drawings.

**LOS ANGELES COMMUNITY COLLEGE DISTRICT**

**LACCD - Los Angeles Southwest College Central Plant Improvement – DSA No. 03-118977 – \$3.5 Million**

**PROJECT DESCRIPTION**

Modernization additions to 1-Cooling Tower Platform; Alterations to 1-Central Plant, 1-Raising Existing Cooling Tower Platform.

**FIELD INSPECTION**

As project inspector, duties included inspection of the following: Pipe installations, installation of interior equipment at mini central plant and boilers electrical, masonry layout installation at four (4) sides of mini central building and observed Pipe Welding.

**ADMINISTRATIVE TASKS**

Duties included: maintaining project documents for all inspection reports, inspection requests and supervising material testing inspectors. Attending necessary meetings with the General Contractor Superintendent.

**A full project list for working with clients such as Southwestern CCD Los Angeles USD, Los Angeles CCD and others is available upon request.**

**REFERENCES**

References are available upon request.

# 4. Fee Proposal

#### 4. Fee Proposal

##### Marina West Elementary School

The following estimated cost is based on the construction start date of **December 2024**, and the completion date of **February 2026** with an hourly rate of **\$107**, the estimated cost of inspection services is **\$235,400.00**. (Please note that these cost estimates exclude any additional charges for overtime, off-hours, and legal holidays)

| Cost Breakdown for Oxnard USD - West Marina Modular Classroom Expansion |               |              |             |                     |
|---|---------------|--------------|-------------|---------------------|
| Duration  | Calendar Days | Working days | Hours       | Cost                |
| December 1, 2024  | 31            | 21           | 84          | \$8,988.00          |
| Jan-25  | 31            | 22           | 88          | \$9,416.00          |
| Feb-25  | 28            | 20           | 160         | \$17,120.00         |
| Mar-25  | 31            | 21           | 168         | \$17,976.00         |
| Apr-25  | 30            | 22           | 176         | \$18,832.00         |
| May-25  | 31            | 21           | 168         | \$17,976.00         |
| Jun-25  | 30            | 21           | 168         | \$17,976.00         |
| Jul-25  | 31            | 22           | 176         | \$18,832.00         |
| Aug-25  | 31            | 21           | 168         | \$17,976.00         |
| Sep-25  | 30            | 21           | 168         | \$17,976.00         |
| Oct-25  | 31            | 23           | 184         | \$19,688.00         |
| Nov-25  | 30            | 19           | 152         | \$16,264.00         |
| Dec-25  | 31            | 22           | 176         | \$18,832.00         |
| Jan-26  | 31            | 21           | 84          | \$8,988.00          |
| February 28, 2026   | 28            | 20           | 80          | \$8,560.00          |
| <b>Total Estimate</b>   | <b>455</b>    | <b>317</b>   | <b>2200</b> | <b>\$235,400.00</b> |

##### Overtime

Monday through Friday is billed at the regular rate. Any work conducted on Saturdays, Sundays, Holidays, and over 40 hours per week is billed at 1.5x of the provided hourly rate.

##### Estimate Notice

All rates provided to the district in this proposal are subject to an annual increase. Should additional service be required for the project then TYR will provide another estimate to the district. The estimate is also subject to change based on alterations and changes in the project schedule from the tome of solicitation.

Please note: This estimate is based on a 4-hour Minimum: of 1 to 4 hours of inspection. 6-Hour Minimum: 4 to 6 hours of inspection. 8-Hour Minimum: Over 6 to 8 hours of inspection. The start/end times logged on to the inspector timecard may not reflect the actual duration spent on site. It is critical to remember that the billing time encompasses various components, including but not limited to on-site travel time, organization with project teams, coordination of TLOR services, preparation of daily and semi-monthly reports, etc. That is in addition to other administrative and inspection-related duties outlined in IRA-8.

##### Reimbursables

There are no additional fees, costs, expenses, or reimbursable for which TYR, Inc will seek compensation. The rates are fully burdened. If additional services become necessary, TYR will provide quotations for those services.

##### Billing Practices

TYR's typical billing practice consists of monthly invoices based on the hours of inspection or management services provided throughout that month at the hourly rate provided above. **TYR customizes all billing and invoicing per district's needs.**

# 5. Non-Collusion Declaration

**ATTACHMENT C**

**NON-COLLUSION DECLARATION  
(Public Contract Code Section 7106)**

The undersigned declares:

I am the President of TYR, Inc., the party making the foregoing  
[Title] [Name of Firm]

bid/proposal.

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid/proposal. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted its bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, and has not paid, and will not pay, any person or entity for such purpose.

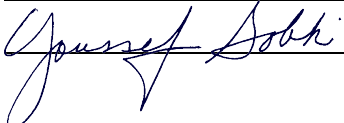
Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 09/26/2024,  
[Date]

at Huntington Beach, CA.  
[City] [State]

Date: 09/26/2024

Proper Name of Bidder/Proposer: TYR, Inc.

Signature: 

Print Name: Youssef Sobhi

Title: President

END OF DOCUMENT

# 6. Certification regarding Lobbying

**ATTACHMENT D**

**Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters**

**The undersigned certifies, to the best of their knowledge and belief, that:**

- (1) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[TYR, Inc.](#)

Organization:

[18672 Florida St., Suite 302-D](#)

Street address:

[Huntington Beach, CA 92648](#)


City, State, Zip:

[Youssef Sobhi](#)

Certified by: (type or print)

[President](#)

Title

  
Signature

[09/26/2024](#)

Date

**Disclosure of Lobbying Activities**

Approved by OMB  
0348-004

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

|  |   |   |
|--|---|---|
| <p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> contract</p> <p><input type="checkbox"/> grant</p> <p><input type="checkbox"/> cooperative agreement loan</p> <p><input type="checkbox"/> loan guarantee</p> <p><input type="checkbox"/> loan insurance</p> | <p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> bid/offer/application</p> <p><input type="checkbox"/> initial award</p> <p><input type="checkbox"/> post-award</p> | <p><b>3. Report Type:</b></p> <p><input type="checkbox"/> initial filing</p> <p><input type="checkbox"/> material change</p> <p><b>For material change only:</b><br/>Year _____ quarter _____<br/>Date of last report _____</p> |
| <p><b>4. Name and Address of Reporting Entity:</b></p> <p>_____ Prime _____ Sub-awardee</p> <p>Tier _____, if Known:</p> <p>Congressional District, if known:</p>  | <p><b>5. If Reporting Entity in No. 4 is Sub-awardee,</b></p> <p><b>Enter Name and Address of Prime:</b></p> <p>Congressional District, if known:</p>                                     |   |
| <p><b>6. Federal Department/Agency:</b></p>  | <p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>   |   |
| <p><b>8. Federal Action Number, if known:</b></p>  | <p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>  |   |
| <p><b>10a. Name and Address of Lobbying Registrant</b><br/><i>(if individual, last name, first name, MI):</i></p>  | <p><b>10b. Individuals Performing Services</b><br/><i>(including address if different from No. 10a)</i><br/><i>(last name, first name, MI):</i></p>                                       |   |

Not Applicable



|  |   |
|--|---|
| <p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p> | <p><b>Signature:</b><br/>_____</p> <p><b>Print Name:</b><br/>_____</p> <p><b>Title:</b><br/>_____</p> <p><b>Telephone No.:</b> _____ <b>Date:</b><br/>_____</p> |
| <p><b>Federal Use Only</b></p>   | <p><b>Authorized for Local<br/>Reproduction Standard Form -<br/>LLL (Rev. 7-97)</b></p>   |

**Not Applicable**

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

**Not Applicable**

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Not Applicable

**Debarment, Suspension, and Other Responsibility Matters**

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

- A. The Respondent 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.
- B. Where the Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

TYR, Inc.

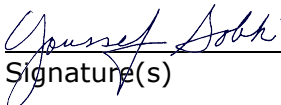
Contractor/Company Name

Marina West Elementary School New Modular Classroom Project

Award Number, Contract Number, or Project Name

Youssef Sobhi

Name(s) and Title(s) of Authorized Representatives



Signature(s)

08/26/2024

Date

# 7. Form Of Agreement



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## 7. Form of Agreement

TYR, Inc. received a copy of the district's standardized form of Agreement for Professional Services ("Agreement") attached as ATTACHMENT "A" to the RFP. TYR, Inc. has reviewed the indemnity and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, TYR, Inc. has no objections to the use of the Agreement.

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# Appendix: Firm Experience List and References

## Relevant Project Experience

In our 20 years of business, we have had the pleasure of working with numerous school districts, community colleges, universities, hospitals, and public works projects throughout California. This has led our company to gain the vital knowledge required to work on different project scopes, such as new construction, modernization, and renovations. In addition, our mission is to provide our clients with excellent quality inspection services and to fulfill all project needs, while ensuring projects stay cost-effective and are closed out successfully.

TYR is the largest inspection firm of its kind - This is only a sample list of our projects, we have had the honor of working on over 500 projects in the last 5 years throughout the state of California with numerous School Districts, community colleges, universities public works, and Judicial Council of the Courts. A more conclusive list of projects can be made available upon request.

**Please note: No sub-consultants were employed for the following projects. A full project experience list is available upon request.**

## Recent K-12 Project Experience

| Client                                      | Project Name                                    | Brief Project Description  | District Contact  |
|---|---|--|---|
| <b>Goleta Unified School District</b>       | Ellwood & La Patera ES Roofing and HVAC Project | <b>Construction Cost: 3.6 Million</b><br>Project consists of Removal and replacement of the roofing system and HVAC/Mechanical Equipment at Ellwood E.S.   | <b>Leon Cavallo,</b><br>Project Manager II<br>Kitchell CEM<br><b>Cell: 951-733-6507</b>   |
| <b>Paso Robles Unified School District</b>  | Marie Bauer Early Childhood Center              | <b>Construction Cost \$10.5 Million</b><br>New construction of a learning center that consists of the construction of one administration building and one classroom building with 10 classrooms  | <b>Ricardo Reyes</b><br>Facilities and Planning Manager<br>(805) 769-1160 x32011<br><a href="mailto:rreyes@pasoschools.org">rreyes@pasoschools.org</a>                  |
| <b>Menifee Unified School District</b>      | Ridgemoor Elementary School TK Expansion        | <b>Modernization - Project Value: \$4 million</b><br>The project involved the construction of three classroom buildings (Clusters H1, H2, and I, each 72' x 40', PC# 04-121111), along with the installation of two 20' x 30' shade structures (PC# 02-119371). Additionally, the scope included comprehensive site improvements, encompassing the development of play courts and a playfield, providing a complete and functional educational environment | <b>Daniel Clem</b><br>Vice President<br>TELACU Construction Management<br><a href="mailto:dclem@telacu.com">dclem@telacu.com</a><br>714.541.2390 ext. 308               |
| <b>Chino Valley Unified School District</b> | Chino High School Reconstruction Phase 1 & 2    | <b>Construction Cost \$170 Million</b><br>180,000 square feet of new building construction of a new academic core. Total new construction amounts to approximately. 285,473 sf.  | <b>Beverly Beemer</b><br>Director-Maintenance, Operations<br>(909) 628-1202<br><a href="mailto:Beverly_Beemer@chino.k12.ca.us">Beverly_Beemer@chino.k12.ca.us</a>       |
| <b>El Monte Union HSD</b>                   | Mountain View High School Modernization         | <b>Modernization - Project Value: \$28 Million</b><br>The project modernizes several campus buildings with new lobbies, mechanical systems, roof replacements, and sola-tube skylights. It includes interior work in Buildings A, H, and K, and roof replacements in Buildings J, L, and M. Campus-wide upgrades cover door hardware, lighting, paths, parking, signage, fencing, and landscaping.   | <b>Margarita Sanchez</b><br>Director Of Purchasing<br>Phone: (626) 444-9005 ext. 9855<br><a href="mailto:margarita.sanchez@emuhsd.org">margarita.sanchez@emuhsd.org</a> |
| <b>Perris Union High School District</b>    | Liberty High School No. 4                       | <b>Construction Cost \$150 Million</b><br>Campus master plan was developed to accommodate approximately 2,600 students in grades 9-12. Planned facilities include small learning communities, modern classrooms, athletic, art program spaces, training facilities and science labs.   | <b>Hector Gonzalez</b><br>Director of facilities<br>(951) 232-9201<br><a href="mailto:hector.gonzalez@puhsd.org">hector.gonzalez@puhsd.org</a>                          |



| Client                                    | Project Name                                 | Brief Project Description   | District Contact   |
|---|--|---|--|
| <b>Perris Elementary School District</b>  | Clearwater Elementary School Expansion       | <b>New &amp; Modernization - Project Value: \$24 Million</b><br>Successfully completed the construction of a new school, featuring extensive sitework, an administration building (Building A), a multi-purpose building (Building B), and six classroom buildings (Buildings C-H). These facilities were designed to provide a comprehensive and modern educational environment for students.  | <b>Victor H. Guzman</b><br>Director of Facilities, Maintenance, and Operations<br>P: (951)657-3118<br><a href="mailto:victor.guzman@perrisesd.org">victor.guzman@perrisesd.org</a> |
| <b>Bellflower Unified School District</b> | Mayfair High School STEAM Classroom Building | <b>Construction Cost \$40 Million</b><br>Construction of 1-(2)-story STEAM center and site improvements, 1- central plant. Project consists of construction of new 77,566 square foot, 2-story STEAM Building with 42,284 square foot First Floor and 35,282 square foot Second Floor at Mayfair High School  | <b>Dan Buffington</b><br>Director of Maintenance and Construction<br>(562) 244-0926<br><a href="mailto:dbuffington@busd.k12.ca.us">dbuffington@busd.k12.ca.us</a>                  |
| <b>Compton Unified School District</b>    | New Compton High School                      | <b>New Construction - Project Value: \$182 Million</b><br>Construction of a replacement high school on an existing school campus. Includes a 2-story academic bldg., 1-story performing arts center, gym and locker room, swimming pool and support building, new track and field with bleachers and press box, new parking lots, new tennis and basketball courts, new toilets, concessions, and satellite buildings, and a lunch shelter. 267,900 sq. of new bldg. and 1,266,800 sq of athletic and outdoor educational facilities. | <b>Nathaniel C. Holt</b><br>Chief Facilities Officer & Bond Program Manager<br>(562) 889-5982<br><a href="mailto:nholt@compton.k12.ca.us">nholt@compton.k12.ca.us</a>              |
| <b>Rowland Unified School District</b>    | Rowland High School                          | <b>Construction Cost \$44 Million</b><br>Alterations to 1-classroom building, construction of 1-special education building S, 1-adjoining buildings entrance canopy, 1-theatre, cafeteria, multi-purpose building, classroom building, 1-admin. library building, 1-ASB building, 1-classroom building.   | <b>Russ Hall</b><br>Project Manager<br>(909) 376-4076<br><a href="mailto:russ@lmcci.com">russ@lmcci.com</a>  |
| <b>Chaffey Joint Union HSD</b>            | Chaffey High School Modernization            | <b>New &amp; Modernization - Project Value: 31.5 Million</b><br>The modernization to the Gardiner W. Spring Auditorium at Chaffey High School includes multiple improvements to the historic structure. These include a historical restoration and rehabilitation of the exterior, theatrical and acoustical upgrades, new catwalk and steel stairway, addition of two new elevators, accessibility upgrades, lobby restroom expansion, and finish improvements throughout the interior/exterior.                                     | <b>Jason Howarth</b><br>Tilden-Coil Const. Prog. Exec., LEED AP<br>(951) 684-5901 ext. 214   |
| <b>Pomona USD</b>                         | Washington Elementary School Expansion       | <b>New &amp; Modernization - Project Value: \$24.5 Million</b><br>Project consisted of site underground utility and fine grading, construction of 2-Two-Story prefab. concrete classroom buildings C & D, and construction of 2-10'x10' entry canopy/shade structures, in addition to construction of 1-pedestrian bridge, 2-playground areas, 1- entry canopy/shade structures, 1-10'x124'.  | <b>Dan Franco</b><br>Project Manager<br>(951) 809-3906   |
| <b>Corona Norco USD</b>                   | Districtwide Solar Project                   | <b>New Construction - Project Value: \$54 Million</b><br>Installing solar power systems across multiple educational sites within the district. This extensive project aims to bring renewable energy to schools, reducing environmental impact, and creating sustainable learning environments for 51 school and district campus sites district-wide.   | <b>Andrew Sterner</b><br>Administrative Director Business Services<br>(951) 736-3316   |

| Client                                | Project Name  | Brief Project Description  | District Contact  |
|---------------------------------------|---|--|---|
| <b>Fallbrook Union HSD</b>            | Campus Modernization  | <b>New &amp; Modernization - Project Value: \$23.6 Million</b><br>Modernization of Building E. Removal and replacement of 3 relocatable buildings. Construction of New CTE Building, ATP Building, Concrete & AC paving, and fencing.  | <b>Noemi Avila-Zamudio</b><br>Building Program Manager<br>949-616-6530,<br><a href="mailto:noemi@nazconsultingin.com">noemi@nazconsultingin.com</a>   |
| <b>Oceanside USD</b>                  | Oceanside HS, El Camino HS Track & Field  | <b>Modernization - Project Value: \$4 Million</b><br>Construction of Field Turf and Track Surfaces Installing synthetic turf and track surfaces, including ground preparation, laying durable materials, and ensuring proper drainage for sports activities Alterations to Path of travel; modifying walkways to improve accessibility and safety, such as widening paths, adding ramps, and ensuring compliance with the ADA regulations. | <b>James McGrane</b><br>Project Engineer<br>732-670-3553,<br><a href="mailto:Jamesmcgrane@maasco.com">Jamesmcgrane@maasco.com</a>   |
| <b>Madera Unified School District</b> | Solar projects<br>Bus Loading Zone<br>Kitchen Remodel                           | <b>Construction Cost \$6 Million</b><br>Projects include solar array installations at Berenda Elementary, Madison Elementary, Monroe Elementary, Ripperdan Continuation School, Thomas Jefferson Middle School, and Washington Elementary, along with a kitchen remodel at Thomas Jefferson Middle School and bus loading zone improvements at Berenda ES.   | <b>Rosalind Cox</b><br>Director of Facilities Planning & Construction Mgmt<br>(559) 675-4548<br><a href="mailto:rosalindcox@maderausd.org">rosalindcox@maderausd.org</a>                    |
| <b>Clovis Unified School District</b> | District Campus Expansion Project   | <b>Construction Cost \$32 Million</b><br>New District facilities project on 16.61 acres includes constructing a Special Education Administration building (24,167 sq ft) and an Online School building (27,399 sq ft) with associated site improvements. Phase 1 Future phases will add District administrative offices totaling approximately 90,000 sq ft..  | <b>Karen Sadler</b><br>Capital Projects Assistant II CUSD<br>Construction Services<br>(559)327-9246<br><a href="mailto:KarenSadler@clovisusd.k12.ca.us">KarenSadler@clovisusd.k12.ca.us</a> |
| <b>Fresno Unified</b>                 | IEEEP Playground Projects at Sunset ES, Webster ES, Heaton ES, Scandinavian MS, | <b>Construction Cost \$4 Million</b><br>Installation of owner-provided outdoor play structure/equipment, including layout, footings, assembly, and installation. Upgrading playground surfacing, storm drain, site work, landscaping, and irrigation system at an existing preschool playground area.  | <b>George Islas</b><br>Project Manager<br>(559)457-3710<br><a href="mailto:George.Islas@fresnounified.org">George.Islas@fresnounified.org</a>   |
| <b>Emery Unified School District</b>  | Center of Community Life Phases 1 to 4  | <b>Construction Cost \$49 Million</b><br>The project entailed the construction of 1-science building, 1-media building, 1-multi-purpose building, 2-kindergarten buildings, 1-admin building, 1-canopy, 6-shade structures, 14-classroom buildings. Finally, completion of the parking lot with ADA approved P.O.T and new Solar Panel Structures at 17 areas on site.   | <b>Cary Talbott</b><br>Project Manager<br>(916) 296-5125<br><a href="mailto:ctalbott@swinerton.com">ctalbott@swinerton.com</a>  |
| <b>Dublin Unified School District</b> | New Second Comprehensive High School (Emerald High School) Increment 1          | <b>Construction Cost: \$115 Million</b><br>The first phase is expected to accommodate 1,300 students. The school will gradually add a new grade each year until it is fully full by the 2026-27 school year, when it is expected to accommodate around 2,500 students.   | <b>Eric Sih</b><br>Senior Project Manager<br>(925) 828-2551<br><a href="mailto:siheric@dublinusd.org">siheric@dublinusd.org</a>   |

### 3. References

#### Additional Firm Reference

As a firm, TYR has many years of experience successfully coordinating inspection services across multiple clients and we understand what is required to successfully balance all our commitments. In addition, due to the number of inspectors on our company staff and their high quality of performance, we have always completed our projects in a precise and prompt fashion.

| Client Name                                   | Address  | Contact   | Description of Service  |
|---|--|---|---|
| <b>Madera Unified School District</b>         | 1205 S. Madera Ave.<br>Madera, CA 93637          | <b>Rosalind Cox</b><br>Director of Facilities Planning & Construction Mgmt<br>(559) 675-4548<br><a href="mailto:RosalindCox@madera.usd.org">RosalindCox@madera.usd.org</a>            | <u>IOR Services for the following:</u><br>Marten Luther King Cooler & Freezer<br>Desmond HS Cooler & Freezer<br>Madera HS Kitchen HVAC,<br>And more.                            |
| <b>Paso El Roble Joint HS District</b>        | 1830 W Romneya Dr, Anaheim, CA 92801             | <b>Britiany Baker</b><br>Assistant Project Coordinator<br>Facilities and Planning Coordinator<br>(805) 769-1159<br><a href="mailto:bbaker@pasoschools.org">bbaker@pasoschools.org</a> | <u>IOR Services for the following:</u><br>PRJUSD Aquatics Complex<br>Marie Bauer Early Childhood Center<br>And more   |
| <b>ABC Unified School District</b>            | 16700 Norwalk Blvd.<br>Cerritos, CA 90703        | <b>Joshie Cox</b><br>Director of Purchasing & Risk Management<br>562) 926-5566 Ext. 21218<br><a href="mailto:joshie.cox@abc.usd.us">joshie.cox@abc.usd.us</a>                         | <u>IOR Services for the following:</u><br>Gahr HS Tennis court<br>Bragg ES Front Office Remodel<br>Niemes ES HVAC<br>Small HVAC Projects<br>Gahr HS Modernization<br>And more   |
| <b>Bellflower Unified School District</b>     | 16703 S. Clark Ave.<br>Bellflower, CA 90706      | <b>Dan Buffington</b><br>Director of M&O<br>(562) 244-0926<br><a href="mailto:dbuffington@busd.k12.ca.us">dbuffington@busd.k12.ca.us</a>  | <u>IOR Services for the following:</u><br>Mayfair HS STEAM Classroom Building,<br>Ramona ES Multi-Purpose Building Renovation,<br>Ester Lindstrom ES Marquee Sign,<br>and more. |
| <b>Chino Valley Unified School District</b>   | 5130 Riverside Drive<br>Chino, CA 91710          | <b>Beverly Beemer</b><br>Director of Planning<br>(909) 628-1202<br><a href="mailto:Beverly.Beemer@chino.k12.ca.us">Beverly.Beemer@chino.k12.ca.us</a>                                 | <u>IOR Services for the following:</u><br>Briggs K-8 New Science Lab Bldg.,<br>Chino HS Reconstruction,<br>Walnut Ave ES Shae Structures,<br>And more.                          |
| <b>Compton Unified School District</b>        | 417 W. Alondra Blvd. Compton. California. 90221  | <b>Nathaniel Holt</b><br>Director of Facilities at Compton USD<br>(562) 889-5982<br><a href="mailto:nholt@compton.k12.ca.us">nholt@compton.k12.ca.us</a>                              | <u>IOR Services for the following:</u><br>New Construction Compton High School  |
| <b>Golden West Community College District</b> | 15744 Golden West St, Huntington Beach, CA 92647 | <b>Joseph Dowling</b><br>Director of Maintenance & Operations<br>(714) 895-8158 Ext. 55159<br><a href="mailto:jdowling@gwc.cccd.edu">jdowling@gwc.cccd.edu</a>                        | <u>IOR Services for the following:</u><br>GWC Language Arts Complex<br>GWC Math and Science Building<br>And more  |

# Appendix: Brochure

# TYR, INC. SELECT PROJECT LIST

Below are a few select projects, a complete list is available upon request.

## California K-12 District Projects



**New Compton High School**

### **Compton Unified School District**

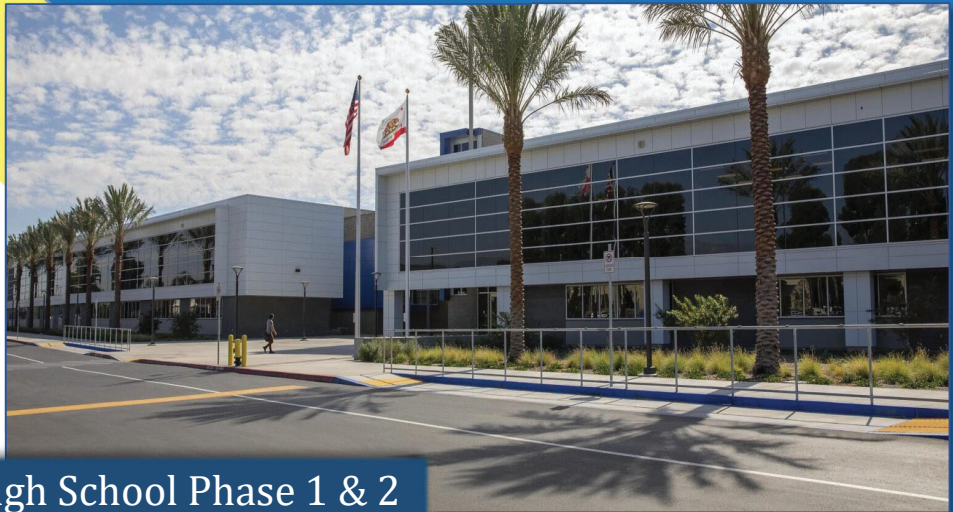
New Construction  
Cost: \$250 Million

High School Replacement with two-story Academic Building. A new Arts Center, Gym, Lunchroom, and amenities.

### **Chino-Valley Unified School District**

New Construction  
Cost: \$225 Million

New Buildings: a Library, Theater, Gym, Vocational Classroom, Administration, and 2 Fields



**Chino High School Phase 1 & 2**

### **Perris Union High School District**

New Construction  
Cost: \$200 Million

New Classrooms, Athletic & Art Spaces, Career Training Facilities, Science and Engineering Technologies (52-Acre Site)



**Liberty High School No.4**



# TYR, INC. SELECT PROJECT LIST

Below are a few select projects, a complete list is available upon request.

## California Community College Projects



### Coastline Community College District

New Construction  
Cost: \$120 Million

Construction of a Math & Science Classroom Building with new laboratories and equipment.

Learning Resource Center

### Los Angeles Community College District

Renovation  
Cost: \$38 Million

Structural modification to a 2-story theater & 5-stories library and classroom structure.



Cox Building & Cox Little Theater



### Cerritos Community College District

New Construction  
Cost: \$52 Million

5 New Buildings (76,000 SF). Laboratory, Classrooms, Offices, and Support Spaces Expansion.

Health & Wellness Complex

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Facilities Agreement

### **Approval of Agreement #24-168 – STS Education (DeGenna/Miller)**

---

STS Education will install and provide (25) Ai Phone master stations and (60) door stations with door control, which includes all schools and sites - (25) locations.

Term of Agreement: January 1, 2025 through May 31, 2025

#### **FISCAL IMPACT:**

\$563,797.64 – Routine Restricted Maintenance Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Facilities, and the Superintendent that the Board of Trustees approve Agreement #24-168 with STS Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-168, STS Education - Aiphone Stations \(15 Pages\)](#)  
[Proposal \(10 Pages\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

This Services Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Oxnard School District (hereinafter referred to as “District”) and \_\_\_\_\_, (hereinafter referred to as “Provider.”)

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

\_\_\_\_\_  
Contract Number



Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

**3. NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

**4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

**5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20\_\_\_\_. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

**[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]**

**6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
  - a. Personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

|                       |                       |
|-----------------------|-----------------------|
| District              | Provider              |
| Attn: _____           | Attn: _____           |
| Street                | Street                |
| City, State, Zip Code | City, State, Zip Code |

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
  - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

|  | <u>Each Occurrence</u> | <u>Aggregate</u> |
|--|------------------------|------------------|
| Individual, Sole Proprietorship,<br>Partnership, Corporation, or Other | \$ 1,000,000.00        | \$ 2,000,000.00  |



- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
    - Facilities Rental or Lease: CG 20 11 10 01;
    - Most Other services: CG 20 26 10 01.
  - 2) Primary, Non-Contributory
    - CG 20 01 01 13
  - 3) Waiver of Subrogation
    - CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.



21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

**THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.**

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

**FEES:**

|  |          |
|--|----------|
| Compensation for Services                | \$ _____ |
| Actual and Necessary Travel Expenses     | \$ _____ |
| Other Expenses                           | \$ _____ |
| Total Amount not to Exceed               | \$ _____ |
| Deposit                                  | \$ _____ |
| Balance Due after Completion of Services | \$ _____ |

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

**PAYMENT SCHEDULE:**

Invoices to be submitted monthly to [dmiller@oxnardsd.org](mailto:dmiller@oxnardsd.org), [aduarte@oxnardsd.org](mailto:aduarte@oxnardsd.org), and [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org). Net 30 Terms

**ADDITIONAL COSTS OF EXPENSES:**

**EXHIBIT C  
REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 20 24

Provider: \_\_\_\_\_

**I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)**

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

**By signing below I certify, under penalty of perjury, that: (i)** I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**II. Tuberculosis Risk Assessments Certification (Education Code Section 49406).** With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

**By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that** the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**III. Conflict of Interest Certification**

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: \_\_\_\_\_

# Scope of Work for Oxnard School District (CA)



PREPARED BY

Robert Taylor  
STS Education

11-05-2024

# Project Scope

## Overview

STS Education will work at **Oxnard School District** with the Customer to:

- Provide and install (60) - Von Duprin motor kits.
- Provide and install (60) - Door loops.
- Install and provide (25) Ai Phone master stations and (60) door stations with door control. (15) additional doors to control via push button activation spread throughout the (25) locations. We will provide the low voltage power, with battery backup, and cabling at the designated locations... as follows:
  - Provide and install parts for (25) Altronix power supply with (50) 12V7AH batteries and (25) power distribution modules.
  - Provide and install parts for Cat6 network cable, 2-C22 cable and 2-C16 cable as needed to complete the installation
  - Provide and install surface mounted raceway and associated fittings as needed to complete the installation.
- Provide up to 600' of ¾" EMT conduit & necessary fittings and mounting materials to complete the pathway for cabling the Ai Phone and door control installation.
- Offsite trash removal across all locations.
- Quality Checks by site supervisor.
- STS Education is to capture and provide data identified as essential to the completion of the project.
- STS Education is to test integrated solution for functionality of all its components.

Project duration is expected to be up to 2 months onsite with a start date to be determined.

- Provide Project management from inception to close

## Assumptions

- Timely access to all work areas or issued contractor keys to avoid standby or wait time.
- This quote is without having seen each site/door, subject to change per condition of panic device, door and frame. Locksmith parts listed will need to be paid in full at the start of the job.



## Exclusions

The Services described in this Agreement constitute the entire Project Proposal.

### **Out of scope services include but are not limited to:**

- The deinstallation of materials shall be limited to those explicitly specified within the scope of work.
- Unless otherwise stipulated in the scope of work, the contractor shall not be responsible for patching and painting any holes, blemishes, or damages to walls that result from the deinstallation of equipment.
- The scope of work presumes that all pathways are pre-established and possess the necessary capacity for the installation of the project-specified cabling. Should any pathway be found obstructed or otherwise unusable, additional charges may be incurred by the customer.
- The projected timeline does not account for delays caused by adverse weather conditions or the customer's failure to provide timely access to the site or rooms. Such delays may impact the project's completion date.
- The quoted price is based on work performed during the first shift. Work required outside of this shift may result in additional costs to the customer.
- Any weekend, or holiday work required will be an additional labor charge.
- The information contained in this bid is proprietary to STS Education. Unauthorized use or distribution of this bid outside of the engagement with STS Education and the customer may result in legal action.

# Price Table

## Basis of Cost Estimate

We make every effort to keep the costs of a project as low as possible. Any work required outside of this scope will require a signed Change of Scope of Work.



Company Address 130-A W. Cochran St.  
 Simi Valley, CA 93065  
 US

Created Date 9/26/2024 8:06 AM  
 Expiration Date 12/4/2024

Prepared By Robert Taylor  
 Sales Email robert.taylor@stseducation-us.com  
 Sales Phone  
 Fax (888) 801-3381  
 Bill To Name Oxnard School District (CA)  
 Bill To 1051 S A ST  
 OXNARD, CA 93030-7442

Quote Number Q-42838  
 Account Name Oxnard School District (CA)  
 Contact Name David Hubbard  
 Contact Phone (805)487-3918  
 Contact Email dhubbard@oxnardsd.org  
 Ship To Name Oxnard School District (CA)  
 Ship To 514 W Wooley Rd  
 Oxnard, CA 93030

| Quantity | Product Name                      | Product Description  | Sales Price  | Calculated Total Price |
|----------|-----------------------------------|--|--------------|------------------------|
| 50       | Accessory - New                   | AIP-IXDVM IX-DVM - IX-DVM MULLION VIDEO DR STN               | \$1,073.00   | \$53,650.00            |
| 21       | Accessory - New                   | AIP-IXMV7HWJP IX-MV7-HW-JP - IX-MV7-HW-JP WHITE W/HS TAA     | \$1,444.00   | \$30,324.00            |
| 21       | Accessory - New                   | AIP-IXWMAASOFT5 IXW-MAA-SOFT-5 - IXW-MAA-SOFT-5 ADPTR W/5 SL | \$6,433.00   | \$135,093.00           |
| 1        | CMAS- Tips (CA)                   | CMAS Contract # 3-23-05-1032                                 | \$0.00       | \$0.00                 |
| 1        | Installation Services - TPI       | Installation Services Per SOW                                | \$186,797.50 | \$186,797.50           |
| 1        | Service Parts and Materials - TPI | Installation Materials                                       | \$120,521.24 | \$120,521.24           |
| 1        | Project Management                | Project Management   | \$6,000.00   | \$6,000.00             |
| 1        | Shipping Local Delivery Service   | Local Delivery Service                                       | \$0.00       | \$0.00                 |

Total Price \$532,385.74  
 Tax\* \$31,411.90  
 Grand Total \$563,797.64

**\*Sales tax is added for quoting purposes; if your organization is exempt from sales tax; please provide your tax exemption certificate. All sales are subject to applicable sales tax at the time of shipment.**

Financing options are available with approved credit.

STS Education stands behind the products and services we provide. For more information on our warranties and guarantees, visit: [stsed.com/lifetime-parts-warranty/](https://www.stseducation-us.com/lifetime-parts-warranty/).

<https://www.stseducation-us.com/>



## Factors Affecting Cost:

### Billing:

Product and materials will be invoiced upon shipment or upon ordering and staging of the product. Services will be invoiced upon completion of key stages of the project. Standard construction-based project billing will apply. Payment is expected within 30 days of invoice.

- (60) Von Duprin motor kits, (60) Door loops, (25) Altronix power supply with (50) 12V7AH batteries, and (25) power distribution modules to be paid in full at the start of the project.

### Delays:

If significant delays are introduced due to the Client's inability or failure to deliver equipment, respond to requests for information or any other reasonable requirements of the consultant necessary to the completion of the project, additional costs may arise. This may occur as a result of needing to keep personnel on-site while such resources or information are gathered, even though work has effectively stopped. Such additional costs will be the responsibility of the Client. Notice of such additional costs will be given immediately by the Project Manager to the Client's main contact.

### Change Management:

If the project scope or deliverables change substantially during the course of the engagement, or it becomes apparent that a design change is necessary to satisfy the requirements of the implementation then a change order must be submitted in writing to the designated project manager prior to any labor related to the changed scope being performed. Both Client and Consultant must agree by signing the Change Order prior to continuing. Consultant and Client will engage in the peer review process for Change Control relative to its impact on labor, products or solutions installed at Client. Consultant and Client will both provide input regarding the progress of the project as well as any potential changes that may result in modifications to the project deliverables, or time line. If these changes impact the scope of the work as defined in this agreement, both parties will agree in writing of any necessary fee adjustments.

Both parties will continue to evaluate Change Controls, which deviate from current objectives of this project on a regular basis.

## 30 Day Post Project Support

The support services will be provided for a period of thirty (30) consecutive days commencing from the date of project signoff. The support will include the following:

- Addressing technical issues related to the installed equipment.
- Identifying and resolving any problems that arise during the support period.

### Limitations:

The support is limited to issues directly related to the project as specified in the scope of work. Problems arising from external factors, misuse, or unauthorized modifications are excluded. While every effort will be made to respond to issues promptly, response times may vary based on the nature and complexity of the problem.

### Additional Charges:

Any support requests beyond the defined scope may incur additional charges, which will be communicated and agreed upon in writing before the commencement of such work. Any support requests beyond the defined scope may incur additional charges, which will be communicated and agreed upon in writing before the commencement of such work.

## Client Responsibilities

The success of our project hinges on the strong partnership between our team and yours. Timely provision of essential information and materials by your team is integral to the seamless execution of the project. Any delays in providing the required information or necessary materials may result in corresponding delays in the project timeline. The customer acknowledges and accepts that such delays could impact on the overall project schedule and agrees to work closely with our team to minimize any potential delays. The client is responsible for:

- Providing room numbers and equipment count for each location before the installation begins.
- Preparing and ensuring an adequate central location for the delivery and assembly of equipment before the start date(s).
- Scheduling a school employee to provide access to the school site during installation phases.
- Promptly notifying [PMO@mjp.tech](mailto:PMO@mjp.tech) to request any change of scope during the installation process.

- Scheduling a technician to be available to address any technical inquiries that may arise during installation.
- Obtaining any necessary permits required for the installation process.
- Supplying recycling bins and dumpsters to collect waste generated during the installation process.
- Sharing essential information, including a site map, room numbers, onsite contact(s), etc., at least 48 hours before the first day of installation.

# Terms and Conditions

All terms and conditions are stated in the [Master Professional Services Agreement](#) to which this Statement of Work serves as an addendum. Any exceptions to those terms and conditions shall be stated herein.

In no event shall either party be liable for any indirect, incidental, special or consequential damages nor shall either party's liability exceed the value of this statement of work.

## Acceptance

BY SIGNING BELOW, Oxnard School District (CA) ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK IS ACCEPTABLE AS DESCRIBED AND CONSTITUTES A BINDING ADDENDUM TO THE MASTER PROFESSIONAL SERVICES AGREEMENT.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by duly authorized representatives of the parties.

## Signatures

Oxnard School District (CA):

STS EDUCATION, a Division of Pacific  
OneSource, Inc.:

*Valerie Mitchell*

*Robert Taylor*

11 / 05 / 2024

11 / 05 / 2024

Valerie Mitchell  
Assistant Superintendent, Business & Fiscal  
Services

Robert Taylor  
Account Executive



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Support Services Agreement

### **Ratification of Amendment #6 to Agreement #18-01 Pupil Transportation Services for the 2024-2025 School Year with Durham School Services, L.P. (DeGenna/Galván)**

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The Administration recognizes Transportation as a vital service to accomplish Oxnard School Districts' mission statement.

Currently Oxnard School District contracts with Durham School Services, L.P. for Transportation Services. Their proposal reflects a 3.0% increase in the District's rates for the 2024-2025 fiscal year.

Durham School Services L.P. will provide consistent, cost-effective, and efficient transportation for the Oxnard School District while maintaining the highest level of safety consistent with industry standards.

The Contractor's State instructor will respond to all school bus accidents and provide documentation regarding the accident.

Term of Amendment: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$5,191,457.34 (FY 2024-2025) - General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Director, Transportation, and the Superintendent that the Board of Trustees ratify Amendment #6 to Agreement #18-01 with Durham School Services for fiscal years 2024-2025.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #6 \(2 Pages\)](#)

[Agreement #18-01, Durham School Services \(9 Pages\)](#)

**AMENDMENT #6 TO OSD AGREEMENT #18-01**

**OXNARD SCHOOL DISTRICT**

**ATTACHMENT A**

**ANNUAL CONTRACT PRICE ADJUSTMENT  
JULY 1, 2024 THROUGH JUNE 30, 2025**

**Renewal Agreement #18-01, Contract for Pupil Transportation Services**

1. The transportation rates shall be increased by 3.0% as shown on the attached Schedule A for the 2024-2025 school year.
2. This Amendment is effective July 1, 2024 and is agreed to by the parties to this Agreement.
3. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal as of the dates written below.

**DURHAM SCHOOL SERVICES, L.P.**  
By: Durham Holding II, L.L.C.,  
Its general partner

**OXNARD SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Melissa Reyes  
Title: Director, Purchasing  
Date: \_\_\_\_\_

**SCHEDULE A**

| <b>BUS TYPE AND CAPACITY</b>  | <b>MINIMUM<br/>4 HR/75 MILE Rate</b> | <b>RATE PER<br/>OVER HOUR</b> | <b>RATE PER<br/>OVER MILE</b> |
|---|--------------------------------------|-------------------------------|-------------------------------|
|   | <b>2024-2025</b>                     | <b>2024-2025</b>              | <b>2024-2025</b>              |
| Type A or B (18-20 ambulatory passengers)                                 | \$431.96                             | \$48.53                       | N/A                           |
| Type C (30-46 ambulatory passengers with minimum 2 wheel chair positions) | \$501.81                             | \$48.53                       | N/A                           |
| Type D (78-84 ambulatory with undercarriage storage)                      | \$617.03                             | \$48.53                       | N/A                           |

|                    |                  |
|--------------------|------------------|
| <b>FIELD TRIPS</b> | <b>2024-2025</b> |
| PER HOUR           | \$61.02          |

## CARRIER AGREEMENT #18-01

This Carrier Agreement (this "Carrier Agreement") is entered into as of the below-referenced Effective Date, by and between Oxnard School District, a public agency organized under State law ("OSD"), and the below-referenced Contractor, with regard to the below-referenced RFP Package for the below-referenced Contract Price. OSD and Contractor are sometimes individually referred to herein as a "Party" and sometimes collectively referred to herein as the "Parties."

Effective Date: July 1, 2018 through June 30, 2023  
Contractor: Durham School Services  
RFP: RFP No. 17-01 – Pupil Transportation Services  
Contract Price: \$18,214,141.00 (estimated)  
Eighteen Million Two Hundred Fourteen Thousand One Hundred Forty One and No Cents (in words)

### RECITALS

*WHEREAS*, OSD is a school district located in the County of Ventura (the "County") and the State of California (the "State"); and

*WHEREAS*, OSD requires bus transportation services for its various programs operated within the County, including, but not limited, to home-to-school transportation, transportation to and from various OSD schools, and transportation to and from various other locations within and outside of the County; and

*WHEREAS*, OSD issued that certain Request for Proposals No. 17-01 – Pupil Transportation Services (the "RFP"), all in accordance with applicable law, and pursuant to which Contractor submitted a proposal; and

*WHEREAS*, Contractor was subsequently awarded the proposal for the services contemplated under the RFP; and

*WHEREAS*, in other parts of the Contract Documents, Contractor may be referred to as the "bidder;"

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Definitions. All terms with initial capital letters used herein but not otherwise defined shall have the meaning set forth in the RFP.

2. Scope of Work. Contractor shall furnish all labor, materials, equipment, tools, utilities, temporary facilities, goods and services necessary for full completion of all the services set forth in the RFP, including, but not limited to, the Specifications (the "Work").

3. Component Parts of the Contract. This Carrier Agreement is but one part of the Contract that sets forth the complete understanding and agreement of OSD and Contractor with respect to the performance of the Work. The Contract is composed of all of the Contract Documents, each of which may be amended in accordance with their provisions, and each of which is incorporated herein by reference and shall be construed as operative and effective parts of the Contract. The Contract Documents shall be deemed and construed to be complementary and an integrated whole. Any requirement or provision set forth in one Contract Document, but not in one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents. The Contract Documents include, but are not limited to, all of the following:

- a. Notice Inviting Bids;
- b. Instructions;
- c. Specifications;
- d. General Information and Invitation;
- e. Scope of Work
- f. Terms and Conditions or Proposal and Contract
- g. Required Contract Forms;
- h. This Carrier Agreement;
- i. All Addenda to the RFP;
- j. Notice of Award;
- k. Notice to Proceed; and
- l. Revisions to Clarifications dated 4-18-18

4. Contract Term. Contractor shall mobilize and commence the Work on July 1, 2018 (the "Commencement Date") or as otherwise directed in the notice from OSD directing Contractor to proceed with the Work (the "Notice to Proceed"). The Contract shall be for a five (5)-year period ending on June 30, 2023. For avoidance of doubt, the initial term (the "Initial Term") shall be July 1, 2018 to June 30, 2023. The Parties may agree in writing to extend for an additional year or additional years (the "Extended Term"); provided, however, that on or before June 30, 2022, the Parties shall meet and confer, and make a final determination as to whether to extend the Contract, and further provided that any Extended Term shall be on the same terms and conditions set forth in the Contract.

5. Compliance with RFP. Contractor must perform the Work in accordance with the RFP, including all Contract Documents.

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6. Contract Price. As full consideration for the full and faithful performance by Contractor of each and all of its obligations pursuant to the Contract, OSD shall pay to Contractor the Contract Price. The Contract Price is subject to increase and or decrease as provided in the Contract Documents. OSD shall pay the Contract Price to Contractor in accordance with the General Conditions.

7. Representations and Warranties. In addition to any other representations and warranties set forth elsewhere in the Contract Documents, Contractor hereby represents and warrants to OSD that:

a. Contractor is currently authorized and qualified to conduct business in the State and the County, and Contractor will remain in good standing in the State and the County for the entire term of the Contract.

b. Contractor has carefully examined the Contract and the Contract Documents; is familiar with the Work; and has the expertise, personnel, and resources to timely and properly conduct the Work.

c. Contractor has the right, power, and authority to enter into the Contract, including this Carrier Agreement and all Contract Documents, and to perform its obligations hereunder and under the Contract.

d. This Carrier Agreement constitutes the legal, valid, and binding obligation of Contractor enforceable against Contractor in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Carrier Agreement does not violate any provision of any material agreement or document to which Contractor is a party or by which Contractor is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Contractor's knowledge, threatened against Contractor arising out of or concerning Contractor's performance under this Carrier Agreement. There are no suits, actions, or proceedings pending, or to Contractor's knowledge, threatened against Contractor which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Contractor are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Contractor shall be in material default if Contractor is unable to make the representations and warranties hereunder as of the Effective Date.

8. Due Authority of Signatories. Each person signing this Carrier Agreement on behalf of the Parties represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to this Carrier Agreement and the Contract.

9. Termination of Contract. The Contract, including this Carrier Agreement, may be terminated only in accordance with section 3 – Terms and Conditions of Proposal and Contract.

10. Governing Law; Venue. The Contract, including this Carrier Agreement, shall be construed in accordance with the laws of the State without regard to conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County.

11. No Assignment. Contractor shall not assign this Carrier Agreement or its rights and obligations hereunder without OSD's prior written consent. Subject to the foregoing, all the provisions of this Carrier Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties.

12. No Waiver. The failure of OSD in any one or more instances to insist upon strict performance of any of the terms of the Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

13. Amendments. No addition to or modification of any term or provision of this Carrier Agreement shall be effective unless set forth in writing and signed by the Parties.

14. Time is of the Essence. Time is of the essence of each and every provision of the Contract. Unless business days are expressly provided for, all references to "days" herein shall refer to consecutive calendar days. If any date or time period provided for in the Contract is or ends on a Saturday, Sunday or federal, State or legal holiday, such date shall automatically be extended to the next day which is not a Saturday, Sunday or federal, state or legal holiday.

15. Headings. The paragraph and subparagraph headings in the Contract are used for the purpose of convenience only and shall not be deemed to limit the subject of the paragraphs or subparagraphs.

16. Provisions Required by Law. Each and every provision of law and clause required to be inserted into this Carrier Agreement shall be deemed to be inserted herein, and this Carrier Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any provision is not inserted or is not inserted correctly, then upon application of either Party this Carrier Agreement shall forthwith be physically amended to make such insertion or correction.

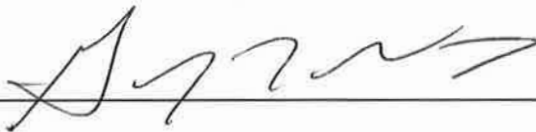
17. Severability. If any term or provision of this Carrier Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by a tribunal of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Carrier Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permitted by law.

18. Counterparts. This Carrier Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or email provided that original executed counterparts are delivered to the recipient on the next business day following the facsimile or email transmission.

***IN WITNESS WHEREOF***, the Parties have executed this Carrier Agreement by and through signature of their respective duly authorized representatives as of the Effective Date.

**“CONTRACTOR”**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Durham School Services, L.P*

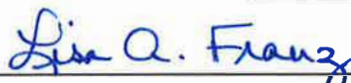


\_\_\_\_\_  
*Gary Waits, CEO of Student Transportation*

\_\_\_\_\_  
*(Authorized Representative's Signature)*

**“OXNARD SCHOOL DISTRICT”**

Lisa A. Franz, Director, Purchasing

 4-20-18

\_\_\_\_\_  
*(Authorized Representative's Signature)*



REVISIONS TO CLARIFICATIONSApril 18, 2018**1. Change in Scope of Services**

This Agreement contemplates a minimum of 180 operating days per school year. If the actual number of operating days falls below 180 during any school year, then the parties agree to renegotiate in good faith the rates provided in the Price Proposal Form if such renegotiation is requested by Contractor. If the average daily number of routes is changed by ten percent (10%) or more, then both parties agree to renegotiate in good faith the rates provided in the Price Proposal Form if such renegotiation is requested by Contractor. If the parties cannot reach an agreement, Contractor may, at its option, continue to operate the Agreement at the original rates or terminate the Agreement upon ninety (90) days written notice.

**2. Change in Law**

Notwithstanding any contrary statements in this Agreement or in any documents incorporated herein by reference, in the event any federal, state, local or other government body's statutes, laws, rules, or regulations impact Contractor's methods and/or costs in connection with the provision of services hereunder (e.g., changes in healthcare or other benefits requirements, changes in equipment requirements, changes in services requirements, changes in unemployment insurance benefit requirements, etc.), and the impact of such changes materially impacts the methods and/or costs of the Contractor in connection with providing the Bus Service hereunder during the term of the Agreement, Contractor, upon written notice to District, may request a renegotiation of the Agreement which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to the Agreement resulting from such renegotiations shall become effective on a mutually agreed upon date. If the parties cannot come to an agreement, either party may terminate the Agreement upon ninety (90) days' notice.

### 3. Force Majeure

District shall not be allowed to levy any damages or penalties, liquidated or otherwise during the time and to the extent that Contractor is prevented from performing in the customary manner which is beyond the control of Contractor.

### 4. Liquidated Damages

District must notify the General Manager (of the Contractor location that performs the services) in writing (an email to the General Manager is an acceptable form of notice) within three (3) days of an occurrence giving rise to a liquidated damage claim and must assess such liquidated damage claim within 30 days of its occurrence. Failure to timely notify or assess shall relieve Contractor of its obligation to pay liquidated damages for such occurrence. Notice must provide a reference to the contract provision at issue for Contractor to review the claim.

### 5. Payment Terms

Invoices furnished by the Contractor under the Contract must be in a form acceptable to the District. All amounts paid by the District shall be subject to audit by the District or its designee. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, period of service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, and total payment requested. Contractor is required to invoice the District within (10) school days following the first of each month for services rendered the prior month. After first deducting any amounts hereafter referred to, the balance due the Contractor will be paid-within 30 days.

Payment for such services will be made in check, money order, or ACH or wire transfers within 30 days after receipt of invoice, including supporting documentation, not to exceed thirty (30) calendar days. Payment by credit card is accepted but requires an increase in the invoiced amount of two and one-half percent (2.5%) to cover processing fees.

In the event sums due and payable are not received within thirty (30) calendar days, a late charge of .5% per month or the maximum percentage allowed by law, whichever is less, of the outstanding balance will be assessed upon the account.

## 6. Assignment

Contractor may assign or transfer any of its rights, burdens, duties, or obligations under this Agreement to its parent company, affiliates, subsidiaries, or related legal entities. Contractor will advise District of such assignment or transfer.

## 7. Indemnification

To the fullest extent allowed by law, the Contractor agrees to hold harmless, defend, and indemnify the District and its officers, agents, and employees from and against any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of the Contract. To the fullest extent allowed by law, the Contractor also agrees to hold harmless, defend, and indemnify the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to the Contractor in connection with the performance of the Contract. The Contractor's hold harmless, defense and indemnity obligations under the Contract shall not be limited by the insurance requirements set forth in the Contract. This provision survives termination of the Contract.

## 8. Labor/Employment

Any request to remove an employee from service under the agreement shall be in writing, with the reasons stated forth therein, and shall not be in violation of any federal, state or local law.

## 9. Medical Procedures

Contractor will provide First Aid and CPR subject to Contractor's guidelines, a copy of which will be provided to District. Contractor will not provide other medical services, including, but not limited to: DiaStat; Versa Magnet; or Tracts and tube medical procedures unless such services are required of a private school bus contractor by state or federal law.

## 10. Termination

The District may terminate the Contract without cause at any time with ninety (90) days written notice to the Contractor. The District may terminate the Contract with cause at any time with thirty (30) days written notice to the other party.

Termination for cause shall be at the District's sole discretion and shall be, but is not limited to, failure to provide service specified within the time allowed or within the terms, conditions or provisions of this Contract.

**12. Right to Withhold**

The District has the right to withhold a pro rata portion of the payment to the Contractor when, in the sole opinion of the District, expressed in writing to the Contractor (a) the Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented; (b) the Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its work or records, and/or (c) the Contractor has failed to sufficiently itemize or document its demand(s) for payment.

**13. Attorneys' Fees and Costs**

Please revise page 24, Attorney's Fees and Costs as follows:

In the event a suit or action is instituted in connection with any controversy arising out of the Contract, the prevailing party shall be entitled to recover such sum, as the court may adjudge reasonable as to reasonable attorney's fees and costs.

**14. Invoicing – Home to School**

Time and mileage for Home to School services shall begin at the point of first pickup and end at the last point of drop-off.

**15. Invoicing – Field Trips**

Time and mileage for Field Trips shall begin and end at the Contractor's facility located within the boundaries or city limits of Oxnard.

**OXNARD SCHOOL DISTRICT:**

Lisa A. Franz  
Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

4-20-18

Date

**DURHAM SCHOOL SERVICES:**

[Signature]  
Signature

Gary Waits, CEO of Student Transportation

April 2, 2018

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Facilities Agreement

**Ratification of Amendment #003 to Agreement #21-140 with Kenco Construction Services, Inc. to Provide Additional Inspector of Record (IOR) Services for the Rose Avenue Elementary School Reconstruction (DeGenna/Miller/CFW)**

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On September 22, 2021, the Board of Trustees approved the Guaranteed Maximum Price for construction of the Rose Avenue Elementary School Reconstruction Project (“Project”). This Project requires an approved DSA Class 1 Inspector for inspection services related to the construction of the Project. Kenco Construction Services, Inc provided a response to a Request for Proposal for Onsite Inspection Services for the Rose Avenue Elementary School Reconstruction Project.

With the continued delay in securing City Approval for the off-site improvements, the Inspector of Record Services are required to be extended through March 31, 2025.

The purpose of this action item is to provide funds for additional IOR services for the Rose Avenue Elementary School Reconstruction Project.

**FISCAL IMPACT:**

\$52,920.00 – Master Construct and Implementation Funds

**RECOMMENDATION:**

It is the recommendation of the Superintendent and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #003 to Agreement #21-140, with Kenco Construction Services, Inc.

**ADDITIONAL MATERIALS:**

**Attached:** [Amendment #003 \(2 Pages\)](#)

[Proposal \(2 Pages\)](#)

[Agreement #21-140, KENCO Construction Services, Inc. \(21 Pages\)](#)

**Amendment No. 003 to Inspector of  
Record Services to be provided for the  
Rose Avenue Construction Project  
Agreement #21-140**

The Inspector of Record (IOR) Services Agreement (“Agreement”) #21-140 entered into on October 20, 2021, by and between the Oxnard School District (“District”) and Kenco Construction Services, Inc, is hereby amended by the parties as set forth in this Amendment No. 003 to the Agreement for Consultant Services, Inspector of Record Services Agreement (“Amendment”) that is incorporated herein for all purposes.

**RECITALS**

WHEREAS, the District retained Kenco Construction Services, Inc. to provide Inspector of Record (IOR) Inspection services for the Rose Avenue Reconstruction Project (“Project”) of the District’s Facilities Implementation Plan.

WHEREAS, the Inspector of Record has provided Inspection Services required by Division of the State Architect (“DSA”) for their records;

WHEREAS, due to the existing conditions requiring additional Inspection Services exceeding the agreed amount of Exhibit “A” in the Agreement #21-140;

WHEREAS, the Board of Trustees has taken certain actions to approve the Inspector of Record services for the Rose Ave. Reconstruction Project currently under construction;

WHEREAS, additional Inspector of Record (IOR) services are still required to completion of the Project;

WHEREAS, upon consideration of the proposal for additional Inspector of Record services as IOR including DSA required inspections through the completion of the project;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

**AMENDMENT**

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

**SECTION 5.1 Additional Compensation for Rose Avenue School Reconstruction Project for additional Work.** The Inspector of Record agrees to perform the Basic Services as described in the original Agreement, and Exhibit “D” thereto, with respect to the Project. IOR agrees to deliver the deliverables identified in Exhibit “C” of the original Agreement for the Project. In consideration for the amended basic services and deliverables, the IOR agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling:

A. Fifty-Two Thousand Nine Hundred Twenty Dollars and Zero Cents (\$52,920.00) for Amendment No. 003 and the attached proposal received from Kenco Construction Services, Inc. dated October 10, 2024, is to adjust the base fee paid to Kenco Construction Services, Inc. according to the original Service Agreement #21-140 that allows for adjustment of fees with Board of Trustee approval.

**The sum for the additional services total:**

**Fifty-Two Thousand Nine Hundred Twenty Dollars and Zero Cents (\$52,920.00)**

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Inspector of Record Services Agreement entered into and executed by the Parties on **October 20, 2021** remain in full force and effect. The Inspector of Record agrees that any provisions, limitations and exclusions in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 003 and represented that each has authority to do so on the dates set forth below:

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Melissa Reyes  
Director, Purchasing

\_\_\_\_\_  
Date:

**Kenco Construction Services, Inc.**

By: \_\_\_\_\_  
Ken Hinge, President

\_\_\_\_\_  
Date:

EXHIBIT “F”

PROPOSALS ATTACHED





DSA INSPECTIONS / MANAGEMENT  
A Division of the State Architects

[www.kencoconstructionservices.com](http://www.kencoconstructionservices.com)

EIN #27-2782038  
SOS Corp. # 3245180

*"Building Safe Schools"*

**Rose Ave. 3<sup>rd</sup> Proposal Extension for DSA "Onsite" Inspections.**

**Date:** 10-10-24

**Project Client:** **Oxnard School District**  
1055 South C Street  
(805) 385-1514

**Proposed Projects:** **Rose Avenue – K-5 New School Campus**  
220 S. Driskill Street, Oxnard, Ca. 93030

**DSA App. Number:** #03-119284                      **DSA File Number:** 56-22

**Proposed Scope of Work:** One Class 1 inspector to provide certified inspections for the construction and completion of Phase One of the new Rose Elementary School and campus, including site utilities per the DSA approved drawings. All documentation and DSA requirements included. Due to unforeseen conditions, this proposal is expected to cover Phase I only.  
**NOTE:** Laboratory, geo/soil or special inspections are not included.

**Project Rate:** \$105.00 per hour for DSA inspections with a 4-hour minimum per site visit until the approved drawings are complete.  
Unless additional work becomes necessary per the district, the hours are estimated not to exceed 4 hrs. per day. OT rate is \$157.50 per hr.

**Estimated Cost:** Estimated 2<sup>nd</sup> Extension Proposal Start Date: ..... **September 1st, 2024**  
Estimated Completion Date: ..... **March 30<sup>th</sup>, 2025**  
6 months = 126 days = 504 hrs. (@ \$105.00 per hr.)..... **\$ 52,920.00**

**Total Estimated Proposal: \$ 52,920.00**

**Note:** Please be advised that all inspections are subject to contractor performance. Therefore, the total cost proposal is an estimate and subject to increase or credit.

**Project Inspector Agency Agreement and Contract Duties:**

KENCO Construction Services agrees to provide continuous inspection of work for compliance with the approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 through 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor or observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **September 1<sup>st</sup>, 2024**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationships with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oxnard School District** agrees to pay KENCO Construction Services, Inc. our monthly invoice for project services, billed at a rate of **\$105.00 per hour DSA inspection**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with the required site accounting. KENCO Construction Services should provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X           *Kenneth Hinge*          

Ken Hinge, President  
 KENCO Construction Services, Inc.  
 Date: 10-10-24

X \_\_\_\_\_

District Authorized Agent  
 Oxnard School District  
 Date:

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
INSPECTOR OF RECORD SERVICES TO BE PROVIDED FOR  
ROSE AVENUE ELEMENTARY SCHOOL RECONSTRUCTION  
FACILITY CONSTRUCTION PROJECT**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20<sup>th</sup> day of **October 2021**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and **Kenco Construction Services, Inc.** (“Consultant”), with a business address located at 4664 Romola Ave., La Verne, California 91750. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties”.

**RECITALS**

**A.** District is authorized by California Government Code section 53060 and District’s 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 Proposal (“Proposal”), the performance of certain services, with the precise scope of work to be specified at the time of assignment of the work.

**B.** Following submission of a Proposal for the performance of services, Consultant was selected by District to perform services on behalf of the District at the District’s sole discretion.

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

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

**OPERATIVE PROVISIONS**

- 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. Scope of Services.** The Scope of Services to be assigned to Consultant pursuant to issuance of a Purchase Order, is further defined in **Exhibit “D” – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed qualified by District as described in this Agreement.
- 3. Term of Agreement.** Subject to earlier termination as provided for below, this Agreement shall remain in effect from October 21, 2021 through September 20, 2023 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Rose Avenue Elementary School Reconstruction Project, 220 S. Driskill St., Oxnard, CA 93033** (“Project”), as described in **Kenco Construction Services, Inc’s Proposal dated June 15, 2021**.

4. **Time for Performance.** The scope of Services set forth in **Exhibit “D”** shall be completed during the Term referenced under item Section 3 above. If Services indicated in **Exhibit “D”** cannot be completed within the schedule set forth under Section 3 above, it is the responsibility of the Consultant to notify District no later than ten (10) days prior to the completion date for the Services, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. For this Agreement, the completion date for Services is September 20, 2023. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
5. **Additional Services.** Additional Services are services in addition to the Services set forth in this Agreement that are provided by Consultant pursuant to a written request by the District. Additional Services will require a written request or pre-authorization in writing by District, subject to specific approval processes of such services, to the extent required by District and which may be further determined at the time District receives a proposed cost for the requested Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant’s discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
6. **Compensation and Method of Payment.** In exchange for Consultant’s services, District shall pay an amount to Consultant not to exceed the amount set forth in **Exhibit “A” – Compensation & Rate/Fee Schedule**, attached hereto and incorporated by reference herein. This Agreement is to be invoiced to the District in the form of Progress Payments. 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. If any expenses stated within Consultant’s invoice are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- a. 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.
7. **Responsibilities of Consultant:**
- a) Consultant shall perform all Services as indicated in this Agreement to the Satisfaction of District.
- b) The specific Services of Consultant to be performed shall be indicated in **Exhibit “D”**, attached to this Agreement.

- c) Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit “D,”** having the skill, legal and professional ability, and flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the Scope of Services under this agreement, including but not limited to all local ordinances, building codes, and requirements from all Authorities Having Jurisdiction (“AHJ”) including, but not limited to, the Division of the State Architect (“DSA”), the Office of Public School Construction (“OPSC”), the State Facilities Planning Division (“SFPD”), California Department of Education (“CDE”), the California Department of General Services (“DGS”), the Department of Toxic Substance Control (“DTSC”), the California Environmental Quality Act (“CEQA”), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) it will assume all responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule and/or Term set forth in this Agreement; and (f) it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and/or any applicable agencies.
- d) Consultant shall follow accepted industry standards and practices and comply with all federal, state and local laws and ordinances applicable to the Services required by this Agreement.

**8. Responsibilities of District.**

- a) District will prepare and furnish to Consultant upon Consultant’s request, such information as is reasonably necessary to the performance of the Services required under this Agreement. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District’s possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the District’s Program Manager, Caldwell Flores Winters, Inc. (“Program Manager”). Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b) If requested by Consultant, District shall provide information as to the requirements and educational program for each project assigned by Agreement, including approved budget and schedule limitations.
- c) District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
- d) District shall, at its sole discretion, provide for the timely approval and execution of the Agreement, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

- 9. Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
- 10. Termination.** This Agreement and/or all or part of the Services contained herein may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a) District may terminate all or a portion of this Agreement, or the Services, without cause, at any time by giving ten (10) calendar days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b) District may terminate all or a portion of this Agreement, or the Services, for cause, in the event of a Default by giving written notice pursuant to Section 13 below; or
  - c) Consultant may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the District, if District fails to make any undisputed payment to Consultant when due and where such failure remains uncured for forty-five (45) calendar days after Consultant's written notice to District.
- 11. Similar or Identical Services.** In the event this Agreement, or any of the Services, are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District, and upon such terms and in such manner as District may determine appropriate.
- 12. Inspection and Final Acceptance.** District's acceptance of any work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions within this Agreement, unless otherwise expressly stated.
- 13. Default.**
- a) Failure of Consultant to perform any Services or comply with any provisions of this Agreement constitutes a Default. District may terminate all or any portion of this Agreement, or the Services, for cause, in the event of a Default. The termination shall be effective if (i) Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District; and/or (ii) if the cure by its nature takes longer, and thereby the Consultant fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and fails to diligently prosecute such cure to the satisfaction of District. If Consultant has not cured the Default, District may withhold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's rights at law and in equity, nor a waiver of any rights arising out of any provision of this Agreement.
  - b) In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate

of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of Agreement.

- 14. 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 Consultant. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such Documents.
- 15. Use of Documents by District.** If and to the extent that District utilizes any Documents, for any purpose not related to this Agreement and/or the Project, Consultant’s guarantees and warranties related to Standard of Performance under this Agreement shall not extend to such use of the Documents.
- 16. 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 four (4) years after termination or expiration of this Agreement, or longer if required by law. Such records shall include, at minimum, a detailed record of daily performance, staff time records, subconsultants’ time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.
  - a) Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of four (4) 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 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.
- 17. Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker’s compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all

of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes, since these taxes will not be withheld from payments under this Agreement.

- 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 officers, agents, and employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
- b) Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

**18. Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement. 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, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement for California school districts in or around the same geographic area of District (the "Standard of Performance").


**19. 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 ("Confidential Information"). Consultant shall not release or disclose any such Confidential Information, Documents, or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential Information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with Confidential Information:

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

**20. Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement. 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 District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.



- a) Bylaws of the Board 9270 BB 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 (i) 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”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

**21. 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 Board members, officers, officials, employees, agents, or volunteers of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a) Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with District’s pupils. Consultant must complete District’s certification form, attached herein as **Exhibit “C,”** prior to any of Consultant’s employees coming into contact with any of District’s pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

**22. 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.

**23. Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 42 U.S.C. 2000e and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

**24. Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (“DVBEs”) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement

**25. 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, Services or obligations under this Agreement without the prior written consent of

District and approval by District's Board of Trustees. 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.

- 26. 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 District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly. Any and all subcontractors utilized by Consultant under this Agreement and/or for the Project must maintain any required licenses or certifications.
- 27. District Administrator.** **Lisa Franz** shall be in charge of administering this Agreement on behalf of District (the "Administrator"), provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.
- 28. Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement.
- a) Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.
- 29. Indemnification.**
- a) For all liability either found by a court of competent jurisdiction, or as agreed to by the Parties, other than that liability arising out of the professional services of Consultant as described in **Exhibit "D,"** Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, employees, and agents ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the Consultant and for any costs or expenses (including but not limited to attorneys' fees) incurred by District on account of any claim, except where such indemnification is prohibited by law. Consultant's indemnification obligation applies to District's active as well as passive negligence but does not apply to District's sole negligence or willful misconduct.
- b) For liability arising out of the performance of its professional services under this Agreement, Consultant agrees to indemnify, defend, and hold harmless District and its Indemnified Parties, from and against any and all claims, actions, losses, damages, judgments, and/or liabilities, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. In no event shall such cost to defend that is charged to the Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligation does not apply to District's sole negligence or willful misconduct.
- c) Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor or sub-consultant retained or employed by Consultant in the performance of this Agreement. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation

to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

KA (Initials)

**30. 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 "B"** 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. Any Consultant subcontractors and/or sub-consultants must maintain the necessary insurance coverages as provided for in this Agreement, including but not limited to **Exhibit "B."**

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

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Dr. Karling Aguilera-Fort, Superintendent  
Re: Rose Ave Reconstruction Project

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Sr. Program Manager  
815 Colorado Boulevard, Suite 201  
Los Angeles, CA 90041  
Attention: Rick Ostrander  
Telephone: (323) 202-2550  
Email: [rostrander@cfwinc.com](mailto:rostrander@cfwinc.com)

**To Consultant:** Kenco Construction Services, Inc.  
4664 Romola Ave.  
La Vern, CA 91750  
Attention: Kenneth Hinge, President  
Telephone(714) 981-2752  
Email: [kenhinge@kenco-inc.com](mailto:kenhinge@kenco-inc.com)

All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered, if delivered personally; (ii) on the date sent, if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected, if sent by certified mail; and (iv) the date it is received, if sent by regular United States mail.

**32. Disputes.** Except in the event of the District's failure to make an undisputed payment due the Consultant, notwithstanding any disputes between the District and Consultant hereunder, the Consultant shall continue to provide and perform the Services and authorized Additional Services pending a subsequent resolution of such disputes. Any and all disputes under this Agreement between the District and Consultant shall be submitted for resolution for non-binding mediation. If such disputes cannot be resolved through mediation, all remaining disputes shall be resolved by binding arbitration conducted under the auspices of AAA and the AAA Construction Industry Arbitration Rules. The foregoing notwithstanding, as an express condition to the

Consultant's commencement of arbitration proceedings hereunder, the Consultant shall comply with all applicable requirements of Government Code section 900, *et seq.*

- 33. Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
- 34. Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 35. Amendment.** No changes, amendments, alterations, or modifications of this Agreement shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 36. Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement 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. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall remain liable to District in accordance with this Agreement for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement.
- 37. Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, or the Services, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.
- 38. 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).
- 39. Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

**OXNARD SCHOOL DISTRICT**

Lisa A. Franz  
Signature

LISA A. FRANZ  
Typed Name/Title

10-22-2021  
Date

**KENCO CONSTRUCTION SERVICES, INC.**

Kennel Kyji  
Signature

President  
Typed Name/Title

10-15-21  
Date

Tax Identification Number: 27-2782038

**EXHIBIT "A"**

**COMPENSATION & RATE/FEE SCHEDULE**

**I. The following rates of pay shall apply in the performance of the Services under this Agreement:**

**Total Not to Exceed Fee = \$367,080.00**

**II.** Consultant may utilize subcontractors as permitted in the Agreement. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above unless other direction is provided with written authorization from District Superintendent or his/her designee.

**III.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

**A. Travel and Mileage.** Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the Project site will not be approved for reimbursement.

**B. Reimbursable Reprographic Services.** Print sets or copies requested in writing by District beyond the quantities required under the Agreement.

**C. Fees for Subcontractors.** Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement.

**D.** Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

**IV.** Consultant shall provide to District a complete Schedule of Values ("SOV"), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District.

**A.** Acceptable back-up for billings shall include, but not be limited to:

- a.** Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
- b.** Records for all supplies, materials and equipment properly charged to the Services.
- c.** Records for all travel pre-approved by District and properly charged to the Services.
- d.** Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Exhibit "A"

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Chief Business Official. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

**The total compensation for the Services shall be provided for in this Agreement.**

**V. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, or any of the Services pursuant to Section 10 or Section 11(a) of the Agreement, District will pay Consultant as provided herein for all Services and authorized Additional Services actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement as compensation for the Services completed, plus any authorized Additional Services and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate.

After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

Exhibit "A"

## EXHIBIT "B"

### INSURANCE

**I. Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to District Superintendent and/or District's 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, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

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

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

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

(3) Insurance coverage should include:

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

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

(5) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

**A. All Policies.** Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after thirty (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 Board members, officers, officials, employees, agents, and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and abuse/molestation.

Exhibit "B"



The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

Exhibit "B"

EXHIBIT "C"

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS**

The Consultant will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Agreement in compliance with Education Code sections 45125.1 and 45125.2. To assure these provisions, the Consultant's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the Consultant shall barricade the work area to separate its workers from the students. Costs associated with this process are the responsibility of the Consultant.

The Consultant's construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice ("DOJ") and have a proof of clearance in the form of an affidavit filed in the Needles Unified School District's ("District") Purchasing Office **prior to** the start of the work.

Education Code sections 45125.1 and 45125.2 require that criminal checks be completed for contractors who provide construction, janitorial, administrative, grounds and landscape maintenance, pupil transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the District as follows:

That I am a representative of the Consultant currently under contract ("Agreement") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken the following actions with respect to the construction Project that is the subject of the Agreement:

1. Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of work, a physical barrier at the Project site, which will limit contact between Consultant's employees and District pupils at all times (mandatory for all projects); AND
2. The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has a pending criminal proceeding for a felony or has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR
3. Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant whom the California DOJ has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Consultant's employees and its subcontractors' employees is:

Name:           *Kemal Taj*            
Title:           *President*


AND/OR

4. The work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Consultant shall come in contact with District pupils.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: 10-15-21

Proper Name of Consultant: KENNETH HINGE

Signature: 

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT "D"**

**SCOPE OF SERVICES**

**Outlined in Kenco Construction Services, Inc.'s Attached Proposal, dated September 20, 2021**

**EXHIBIT "E"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-140**

**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 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 District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for District as a staff person would.

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

Date: 10-22-2021

By:   
Lisa A. Franz  
Director, Purchasing



DSA INSPECTIONS / MANAGEMENT  
*A Division of the State Architects*

[www.kencoconstructionservices.com](http://www.kencoconstructionservices.com)

*"Building Safe Schools"*

EIN #27-2782038

SOS Corp. # 3245180

**Proposal for DSA "Onsite" Inspection.**

**Date:** 09-20-21

**Project Client:** **Oxnard School District**  
1055 South C Street  
(805) 385-1514

**Proposed Projects:** **Rose Avenue – K-5 New School Campus**  
220 S. Driskill Street, Oxnard, Ca. 93030

**DSA App. Number:** #03-119284                      **DSA File Number:** 56-22

**Proposed Scope of Work:** One Class 1 DSA Project Inspector to provide certified inspections for the construction of a new elementary school and campus, including site utilities per the DSA approved drawings. Also included is the inspection of the demolition of the existing school and all site work. All documentation and DSA requirements included.  
**NOTE:** Laboratory, geo/soil or special inspections are not included. Due to cost increases, Class 1 inspection rate will increase to \$95.00 on November 1<sup>st</sup>, 2021.

**Project Rate:** \$95.00 per hour for DSA inspections with a 4-hour minimum per site visit until the approved drawings are complete.  
Unless additional work becomes necessary per the district, the hours are estimated not to exceed 8 hrs. per day. OT rate is \$142.50 per hr.

**Estimated Cost:** Estimated Start Date: ..... **October 1<sup>st</sup>, 2021**  
Estimated Completion Date: ..... **September 1<sup>st</sup>, 2023**  
23 months = 483 days = 3864 hrs. (@ \$95.00 per hr.). ..... **\$ 367,080.00**

**Total Estimated Proposal: \$ 367,080.00**


**Note:** Please be advised that all inspections are subject to contractor performance. Therefore, the total cost proposal is an estimate and subject to increase or credit.

**Project Inspector Agency Agreement and Contract Duties:**

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

***KENCO Construction Services, Inc.***  
4664 Romola Ave. La Verne, Ca. 91750  
Phone: (714) 981-2752 - E-mail: [kenhinge@kenco-inc.com](mailto:kenhinge@kenco-inc.com)

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor or observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **October 21<sup>st</sup>, 2021**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oxnard School District** agrees to pay KENCO Construction Services, Inc. our monthly invoice for project services, billed at a rate of **\$95.00 per hour DSA inspection**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X  \_\_\_\_\_

Ken Hinge, President  
 KENCO Construction Services, Inc.  
 Date: 09-20-21

X  \_\_\_\_\_

District Authorized Agent  
 Oxnard School District  
 Date: 10-22-2021

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Amendment #1 to Agreement #24-84 – Ventura County Office of Education - Special Education Transportation Services 2024-2025 (DeGenna/Jefferson)**

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Amendment # 1 to Agreement #24-84 with Ventura County of Education Transportation is needed in the amount of \$210,793.00 to correct an error made in the estimate that was provided by VCOE on their proposal for transportation services to OSD Special Education students. The new total agreement amount for the 2024-2025 fiscal year is \$525,273.00.

#### **FISCAL IMPACT:**

\$210,793.00 – Special Education Funds

#### **RECOMMENDATION:**

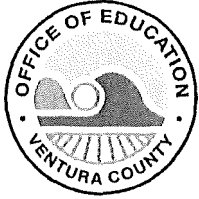
It is recommended by the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #24-84 with Ventura County Office of Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 Page\)](#)

[Agreement #24-84, VCOE Transportation \(2 Pages\)](#)





Ventura County Office of Education  
Comprehensive Health and Prevention Programs  
5100 Adolfo Way  
Camarillo, CA 93012  
(805) 437-1365

## ADDENDUM TO CONTRACT

Contractor: Ventura County Office of Education

Contract Number:

Contract Period: July 1, 2024-June 30, 2025

Effective Date of Addendum:

### ADDENDUM TO REFLECT UPDATED CONTRACT SERVICES TO THE FOLLOWING:

Original Contract Amount: \$314,480.00

Revised Contract Amount: \$525,273.00

Net Change: \$210,793.00

All other original terms and conditions of the contract remain the same.

Requested by: [Signature]  
Executive Director, Student Services

Dated: 8.14.24

Approved by: [Signature]  
Executive Director, Internal Business Services

Dated: 8-15-24

Approved by: \_\_\_\_\_  
Oxnard School District

Dated: \_\_\_\_\_

Transportation Services Agreement  
For VCSSFA Covered Parties

This Transportation Services Agreement (the “Agreement”) is made and entered into this August 7, 2024 by and between the Ventura County Office of Education (hereinafter referred to as “Provider Local Educational Agency”) and Oxnard School District (hereinafter referred to as “Recipient Local Educational Agency” or “Recipient LEA”). Provider LEA and Recipient LEA may be referred to herein individually as a “Party” and collectively as the “Parties.”

Ventura County Office of Education

Provider Local Educational Agency

5189 Verdugo Way

Street Address

Camarillo, CA 93012

City, State, Zip code

805-383-1917

Telephone Number

Julie Barron

Contact Name

jbarron@vcoe.org

Contact E-mail Address

Oxnard School District

Recipient Local Educational Agency

1051 South A Street

Street Address

Oxnard, CA 93030

City, State, Zip code

805-385-1501

Telephone Number

Dr. Anabolena DeGenna

Contact Name

adegenna@oxnardsd.org

Contact E-mail Address

**SERVICES**

Contracted Special Education Transportation based on estimated number of students

Description of Services

2024/25 School Year

Date(s) of Service

Hour(s) of Service

Destination

**FEES**

Estimated Compensation for Services

\$ 314,480.00

Other Ancillary Cost, as applicable

\$ \_\_\_\_\_

Total not to Exceed

\$ \_\_\_\_\_

**PAYMENT.** Recipient LEA will pay Provider LEA after receipt of an invoice, net 30 days.

**CONDITIONS.** Provider LEA will have no obligation to provide services until Recipient LEA returns a signed copy of this Agreement.

**NATURE OF RELATIONSHIP.** The Parties agree the relationship created by this Agreement is that of independent contractor. The Parties understand and agree that the Provider LEA, agents, employees, or subcontractors of Provider LEA are not entitled to any benefits normally offered or conveyed to LEA employees. The Parties understand and agree that the Recipient LEA, agents, employees, or subcontractors of Recipient LEA are not entitled to any benefits normally offered or conveyed to Provider LEA employees.

**BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest.

**TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of both 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.

**DISPUTE RESOLUTION.** If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute

The Parties agree that, in the event of any unresolved dispute under the agreement, the parties shall enter mediation or binding arbitration. Arbitration will be conducted pursuant to the rules of the American Arbitration Association and California code of Civil Procedure sections 2025 and 2031. The cost of mediation or binding arbitration shall be borne equally by the parties.

**INDEMNIFICATION.** Provider LEA and Recipient LEA each participate in the VCSSFA, and therefore collectively indemnify and defend the other for general liability coverage under the VCSSFA self-insurance program.

**INSURANCE.** Provider LEA and Recipient LEA each participate in the VCSSFA, and therefore collectively self-insure for workers' compensation, general liability, automobile liability, property coverage, and automobile physical damage coverage under the VCSSFA self-insurance programs.

**Nature of Agreement.** This Agreement represents the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the Parties hereto.

**Counterpart Execution: Electronic Delivery.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

**Signature Authority.** Recipient LEA represents and warrants that Recipient LEA has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

Ventura County Office of Education

Provider Local Educational Agency

By:



Authorized Signature

Lisa Cline

Name

Executive Director, Internal Business

Title

5189 Verdugo Way

Street Address

Camarillo, CA 93012

City, State, Zip Code

lcline@vcoe.org

E-Mail Address

805-383-1942

Telephone

Oxnard School District

Recipient Local Educational Agency



Authorized Signature

Melissa Reyes

Name

Interim Director, Purchasing

Title

1051 S A St.

Street Address

Oxnard, CA 93030

City, State, Zip Code

mvreyes@oxnardsd.org

E-Mail Address

805-385-1501

Telephone

VENTURA COUNTY OFFICE OF EDUCATION  
 DISTRICT ESTIMATED ASSESSMENT FOR SPECIAL EDUCATION TRANSPORTATION:  
 FOR THE 2023-2024 FISCAL YEAR

As of : 02/2024

Includes the actual District excess cost for Special Education Transportation provided by the Ventura County Office of Education through December 2023.

| DISTRICT NAME         | DISTRICT NO. | MILES   | RUNS   | AVG MILES PER RUN | PERCENT OF TOTAL | ADJUSTMENT FACTOR | ADJUSTED MILES | ASSESSMENT PERCENTAGE | Orig Assesmt AMOUNT | Wheelchair Surcharge | Net Assesmt Amount | January 2024 Billing | September 2024 Est Final Billing |
|-----------------------|--------------|---------|--------|-------------------|------------------|-------------------|----------------|-----------------------|---------------------|----------------------|--------------------|----------------------|----------------------------------|
| BRIGGS                | 601          | 118.94  | 9.83   | 10.09             | 7.23%            | 92.77%            | 110.34         | 3.1417%               | 119,616.90          |                      | 119,617            | 59,808               | 59,808                           |
| HUENEME               | 602          | 246.76  | 25.08  | 8.21              | 5.88%            | 94.12%            | 232.25         | 6.6125%               | 251,767.24          | 18,077.53            | 269,845            | 134,922              | 134,922                          |
| MESA UNION            | 603          | 67.77   | 5.92   | 9.58              | 6.86%            | 93.14%            | 63.12          | 1.7971%               | 68,424.77           |                      | 68,425             | 34,212               | 34,212                           |
| OXNARD                | 607          | 302.71  | 29.92  | 8.44              | 6.04%            | 93.96%            | 284.41         | 8.0976%               | 308,311.07          |                      | 308,311            | 154,156              | 154,156                          |
| PLEASANT VALLEY       | 608          | 181.05  | 21.42  | 6.32              | 4.52%            | 95.48%            | 172.86         | 4.9215%               | 187,381.77          |                      | 187,382            | 93,691               | 93,691                           |
| RIO                   | 609          | 196.92  | 17.50  | 9.38              | 6.72%            | 93.28%            | 183.70         | 5.2301%               | 199,132.28          |                      | 199,132            | 99,566               | 99,566                           |
| SOMIS UNION           | 612          | 64.63   | 6.58   | 8.22              | 5.89%            | 94.11%            | 60.82          | 1.7317%               | 65,933.54           |                      | 65,934             | 32,967               | 32,967                           |
| OXNARD UNION HIGH     | 616          | 1103.90 | 88.42  | 10.43             | 7.47%            | 92.53%            | 1021.42        | 29.0813%              | 1,107,252.10        | 216,390.30           | 1,323,642          | 661,821              | 661,821                          |
| SANTA PAULA UNIFIED   | 617          | 395.16  | 21.58  | 15.26             | 10.93%           | 89.07%            | 351.98         | 10.0215%              | 381,561.19          |                      | 381,561            | 190,781              | 190,781                          |
| CONEJO VALLEY UNIFIED | 618          | 297.12  | 27.25  | 9.07              | 6.50%            | 93.50%            | 277.80         | 7.9094%               | 301,146.96          | 122,927.17           | 424,074            | 212,037              | 212,037                          |
| VENTURA UNIFIED       | 622          | 386.88  | 27.33  | 11.76             | 8.43%            | 91.57%            | 354.28         | 10.0870%              | 384,054.89          |                      | 384,055            | 192,027              | 192,027                          |
| OAK PARK UNIFIED      | 623          | 131.68  | 5.33   | 20.44             | 14.64%           | 85.36%            | 112.40         | 3.2002%               | 121,846.24          |                      | 121,846            | 60,923               | 60,923                           |
| MOORPARK UNIFIED      | 624          | 314.91  | 21.33  | 12.42             | 8.90%            | 91.10%            | 286.90         | 8.1685%               | 311,009.55          | 3,615.51             | 314,625            | 157,313              | 157,313                          |
| TOTALS                | {XXXXXXXX}   | 3808.42 | 307.50 | 139.62            | 100.00%          | XXXXXXX           | 3512.30        | 100.0000              | 3,807,438.50        | 361,010.51           | 4,168,449          | 2,084,225            | 2,084,225                        |

REPORT FOR FISCAL YEAR

TRANSPORTATION EXPENSE:

|   | 2023-24          | 2022-23          | 2021-22          | 2020-21          | 2019-20            |
|---|------------------|------------------|------------------|------------------|--------------------|
| \$  | 8,189,132        | 7,153,104        | 6,560,344        | 6,050,054        | 6,431,710          |
| \$  | 4,020,683        | 4,020,683        | 2,700,753        | 2,700,753        | 2,700,753          |
|   | 4,020,683        | 4,020,683        | 2,700,753        | 2,713,799        | \$2,700,753        |
|   | 4,168,449        | 3,132,421        | 3,859,591        | 3,336,255        | \$3,730,957        |
|   | 361,011          | 379,628          | 379,628          | 365,166          | 329,649            |
| <b>NET EXCESS COST TO DISTRICTS:</b>                            | <b>3,807,438</b> | <b>2,752,793</b> | <b>3,479,963</b> | <b>2,971,089</b> | <b>\$3,401,308</b> |
| Total Transportation Expense Increase(decrease) from prior year | 14.48%           | 18.23%           | -5.93%           | 0.95%            |                    |
| Excess Cost Increase(Decrease) from prior year                  | 38.31%           | -7.75%           | -11.93%          | 0.30%            |                    |

TRANSPORTATION ENTITLEMENT:

OTHER INCOME:

Total Revenue  
 Excess cost to districts including w/c  
 Less Wheel Chair Assessment  
**NET EXCESS COST TO DISTRICTS:**

Total Transportation Expense Increase(decrease) from prior year  
 Excess Cost Increase(Decrease) from prior year

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Agreement #24-150, Practi-Cal Inc. (DeGenna/Jefferson)**

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Practi-Cal Inc. will provide technical support for the collection and submission of direct service Medi-Cal billing. Professional development will be provided to staff to ensure compliance with state and federal guidelines, maximize reimbursements, and ensure staff knowledge of billable activities and regulations. CSBA will serve as the authorized billing agent for OSD to file and process claims to DHCS, or state contracted designee, for reimbursement of health care and/or related services provided by the District's professionals to eligible students.

Terms of Agreement : July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$255,192.00 - LEA Medi-Cal funds.

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #24-150 with Practi-Cal Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-150, PractiCal \(8 Pages\)](#)



**SCHOOL-BASED MEDICAL BILLING & DOCUMENTATION  
AGREEMENT BETWEEN THE  
OXNARD ELEMENTARY SCHOOL DISTRICT  
AND  
PRACTI-CAL, INC.**

Whereas the DISTRICT (hereinafter referred to as "DISTRICT") desires to contract for School-Based billing services, and/or documentation services; and Practi-Cal, Incorporated (hereinafter referred to as PRACTI-CAL) is willing to provide such services.

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

**1. Definitions** The parties agree to this agreement and mutually accept the following definitions of the enumerated terms:

- 1.1 PRACTI-CAL means Practi-Cal, Incorporated. When used in the context of the performance of tasks, this is extended to include its subcontractors when performing duties in connection with this contract.
- 1.2 DISTRICT means an independent public school district, county office of education, Office of the County Superintendent of Schools, Special Education Local Plan Area or community college district in the State of California.
- 1.3 AGREEMENT means this contract between the DISTRICT and PRACTI-CAL, along with exhibits A and B.

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

- 2.1 The parties hereby enter into this agreement for the period of three years beginning on 07/01/24 and remaining in full force and affect, except as amended or terminated as hereinafter provided.
- 2.2 This agreement shall become subject to amendment in the event any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits or modifies any services or actions contemplated by this AGREEMENT.
- 2.3 This AGREEMENT comprises the entire AGREEMENT between the DISTRICT and PRACTI-CAL and may be amended only in writing and by mutual consent of both parties.
- 2.4 This AGREEMENT may be terminated at any time by either party giving not less than 180 days written notice before the end of the term or the automatic renewal date.
- 2.5 This AGREEMENT shall become subject to termination in the event of any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits the expenditure of federal and/or state funds for the services or actions contemplated by this AGREEMENT.

**3. PRACTI-CAL Responsibilities:** PRACTI-CAL is responsible for the duties specified in Exhibit A, whether provided by internal staff or by its subcontractor or its designee.

**4. DISTRICT Responsibilities:** The DISTRICT is responsible for performing the duties specified in Exhibit B.

### 5. Fees for Services

5.1 In consideration for all services rendered pursuant to this AGREEMENT the DISTRICT shall pay PRACTI-CAL an annual license fee for access to our online documentation and billing software, program related support, resources, and electronic claims processing. The fee listed below is for the first annual period. LEA's are now eligible for program reimbursement, based on eligible participation. Practi-Cal will use the most recent year's CRCS report for determining the next year reimbursement, in compliance with federal requirements. The fee listed below will be adjusted annually to reflect changes in DISTRICT annual Program Valuation determined by the *Cost Reimbursement and Comparison Schedule (CRCS) report, Worksheet A Summary, Total Medi-Cal Maximum Reimbursable Cost row*, and/or cost of providing services.

**The DISTRICT can choose to pay this fee using one of the following methods:**

When Paid Annually = \$255,192

When Paid Quarterly = \$68,902 (\$275,607 annually)

When Paid Monthly = \$22,967 (\$275,607 annually)

5.1a Claims administration services related to the Children Youth and Behavioral Health Initiative (CYBHI) program or any direct insurance billing program, not related to the LEA Medi-Cal Billing Option Program, will be billed at 6.0% of amounts received through claims adjudication with managed and commercial insurance plans. Please see Exhibit A and B for PRACTI-CAL and DISTRICT responsibilities.

5.2 PRACTI-CAL reserves the right to collect all fees that are due for any period preceding notice of termination or actual termination whichever occurs last. The DISTRICT shall pay PRACTI-CAL according to the following schedule:

A) If the DISTRICT check is dated less than forty five (45) days after the date on the PRACTI-CAL invoice, the DISTRICT shall pay the amount of the PRACTI-CAL invoice.

B) If the DISTRICT check is dated more than forty four (44) days after the date on the PRACTI-CAL invoice, a late payment fee of two percent (2%) shall be added on the forty fifth (45th) day and another two percent (2%) shall be added on each thirty day anniversary of the forty fifth (45th) day until payment is made.

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

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

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

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

## **7. Errors and Omissions:**

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

## **8. Confidentiality:**

This section establishes the business associate relationship between DISTRICT and PRACTI-CAL and outlines the obligations, responsibilities, and expectations of the business associate in handling PHI in compliance with HIPAA regulations.

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

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

8.3 PRACTI-CAL acknowledges and agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy, Security, and Breach Notification Rules, as applicable. PRACTI-CAL represents and warrants that its software has been designed and developed to meet the requirements of HIPAA, including but not limited to the technical, administrative, and physical safeguards required to protect the confidentiality, integrity, and availability of protected health information (PHI). PRACTI-CAL further agrees to implement and maintain appropriate policies, procedures, and controls to ensure the ongoing compliance of its software with HIPAA requirements.

## **9. Warrantees:** The DISTRICT represents and warrants that:

9.1 This instrument is executed with the full knowledge of and understanding of its term and meanings by the DISTRICT and is executed by a person who has the authority of the governing board to do so.

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

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



such CLAIMS as documented.

9.4 That the filing of claims through PRACTI-CAL pursuant to this AGREEMENT will not be knowingly in violation of any law or contract to which the DISTRICT is a party.

9.5 That neither the DISTRICT nor its employees shall submit claims except through PRACTI-CAL during the term of this AGREEMENT.

**10. Ownership of Products of AGREEMENT:** The parties hereto agree that all forms, materials, software and other documents including, but not limited to, criteria, policies and procedures developed by PRACTI-CAL as a direct result of, or instrumental to, this AGREEMENT shall, at all times, remain the property of PRACTI-CAL and may not be distributed, published or sold to third parties, persons or entities without the express, written consent of PRACTI-CAL.

## **11. Remedies of the Parties**

11.1 The parties hereto acknowledge that, notwithstanding the fact that this AGREEMENT is terminable upon notice, the restrictions contained in this AGREEMENT are reasonable and necessary protection of the legitimate interests of the parties, that any violation of the terms of this agreement might cause substantial injury to the parties and that the parties hereto would not have entered into this AGREEMENT without receiving the additional consideration offered by each party in binding itself, its agents and its employees to these restrictions. In the event of violation of any of these restrictions, each party shall be entitled to preliminary and permanent injunctive relief in addition to any other remedy.

11.2 Disputes with respect to this AGREEMENT shall be discussed and resolved, if possible, by authorized representatives of PRACTI-CAL and the DISTRICT. The parties hereby agree to use their best efforts to promptly resolve any such dispute. If, however, the parties are not successful in resolving such dispute within thirty days from the date such dispute arises, then either party shall be free to exercise any rights it might have under paragraphs 2.3, 2.4, 2.5 of this AGREEMENT or under the law without the necessity of seeking judicial cancellation of this AGREEMENT and without the necessity of a formal placing in default.

11.3 All notices required by or relating to this AGREEMENT shall be in writing and shall be sent to the parties to this AGREEMENT at their addresses set below unless changed from time to time, in which event each party shall notify the other in writing of such change. All such notice shall be deemed duly given if deposited, registered or certified mail, in the United States mail to: Practi-Cal, Inc. PO Box 981000 West Sacramento, CA 95798-1000

## **12. Liability and Insurance**

12.1 The parties agree to maintain in force errors and omissions insurance as may reasonably be required by the other party.

12.2 PRACTI-CAL agrees to hold harmless and indemnify the DISTRICT from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by PRACTI-CAL.

12.3 DISTRICT agrees to hold harmless and indemnify PRACTI-CAL from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by DISTRICT.

## **13. Miscellaneous Provisions**

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

#### **14. California AB 1584 Compliance (Parties agree as follows)**

- 14.1 Pupil records<sup>1</sup> obtained by PRACTI-CAL from DISTRICT continue to be the property of and under the control of the DISTRICT.
- <sup>1</sup> Pupil records include any information directly related to a pupil that is maintained by the DISTRICT or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other DISTRICT employees. Pupil records does not include de-identified information (information that cannot be used to identify an individual pupil) used by PRACTI-CAL, (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications
- 14.2 The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: **Provide a written request to the District's Program Coordinator. The District's Chief Technology Officer will also consider the request with PRACTI-CAL to retain possession and control of the content where feasible.**<sup>2</sup>
- <sup>2</sup> Procedure provided will likely depend on the capability of the technology, provided by PRACTI-CAL. The information will likely have to be provided by PRACTI-CAL to demonstrate product compliance.
- 14.3 The options by which a pupil may transfer pupil-generated content to a personal account include: **A written request will be provided to the District's Program Coordinator and reviewed by the District's Chief Technology Officer detailing the content requested and the destination personal account information.**
- 14.4 Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol: **Parent or legal guardian will contact district to make a records request. District program coordinator will pull records from SpEdCare and provide to the parent. PRACTI-CAL will not provide records to parents.**
- 14.5 In the event of an unauthorized disclosure of a pupil's records, PRACTI-CAL shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: **PRACTI-CAL will inform District's Chief Technology Officer and Program Coordinator of unauthorized disclosure.**

- 14.6 PRACTI-CAL shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this AGREEMENT .
- 14.7 PRACTI-CAL certifies that a pupil's records shall not be retained or available upon completion of the terms of this AGREEMENT, except for a case where a pupil chooses to establish or maintain an account with PRACTI-CAL, 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: **PRACTI-CAL will archive pupil data and deactivate active district logins. Since pupil data contains medical records that are auditable by state and federal agencies, records must be stored by PRACTI-CAL to present for potential audits. Upon termination, only PRACTI-CAL Administrators will have access to these records. When records are destroyed, at the direction of the DISTRICT, PRACTI-CAL will provide written notice that pupil records have been destroyed and are not in PRACTI-CAL's possession upon completion of AGREEMENT.**
- 14.8 DISTRICT agrees to work with PRACTI-CAL to ensure compliance with FERPA and the parties will ensure compliance through the following procedure: **When presented, PRACTI-CAL will review, complete and agree to the Districts Statement of Compliance Form for Third Party Organizations and/or vendors.**

References: AB 1584; Cal. Educ. Code § 49073.1; 20 U.S.C. § 1232g

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

For the DISTRICT

By: \_\_\_\_\_

Name: Melissa Reyes

Title: Director, Purchasing

Date: \_\_\_\_\_

For PRACTI-CAL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### Practi-Cal Responsibility

- Provide access to our web-based HIPPA and FERPA compliant Electronic Health Records (EHR) claiming and special education service documentation system SpEdCare, including:
  - Health care plan writer
  - HIPPA compliant Telehealth module
  - Video IEP meeting module
  - CDE & Plan Implementation tracking and management for Medi-Cal & Non-Medi-Cal staff
  - Clinical documentation
- Cost Reimbursement and Comparison Schedule preparation & submission
- Provide access to our data and task management system
- Provide financial and provider submission reports
- Assign an experienced consultant and administrative assistant for remote program support who will be available via: Phone, email, and/or live webinars
- Access to monthly newsletter with program updates
- Provide Program Check-Up virtual meetings
- Automated submission reminders for mandated reports
- Practitioner Trainings
  - Live customized webinar trainings (PC, Mobile device)
  - Recorded Trainings (PC, Mobile device)
- Live webinar annual planning and compliance meeting
- Live coordinator and business webinars to assist with program processes and Compliance
- Process and transmit claims resulting from services entered in SpEdCare
- Process the following uploaded paper claims:
  - Contracted providers
  - Transportation logs
  - Vision & Hearing Screens
- Process student data for the purposes of Medi-Cal eligibility
- Follow-up on denied Medi-Cal claims and re-file claims when appropriate
- Maintain secure digital copies of district submitted claims, forms, documents, progress/case notes, etc. for the purposes of audit support.
- Provide periodic visual program performance reports to district leadership
- Children and Youth Behavioral Health Initiative (CYBHI) (In addition to the services listed above)
  - Provide webinar and/or video training and support related to participation
  - Provide access to Practi-Cal's HIPAA compliant Electronic Health Records (EHR) system
  - Transmit CYBHI eligible claims for adjudication
  - Provide financial and provider submission reports
  - Assist with compliance monitoring

## Exhibit B

### District Responsibility

- Assign a district coordinator, with enough staff hours to:
  - Ensure maximum program participation.
  - Complete Practi-Cal's annual Compliance Certification
  - Attend monthly Program Check-in meetings with Practi-Cal
  - Review all released announcements in SpEdCare.
  - Provide RMTS coding results and TSP lists for the purposes of completing CRCS
  - Respond timely to data or information requests by DHCS, Conduent and Practi-Cal
  - Maintain RMTS Code 2A documentation as required by DHCS
  - Encourage practitioners to timely record services using Practi-Cal's online software
  - Timely provide Practi-Cal with the required data elements to complete the following:
    - Cost Reimbursement and Comparison Schedule (Refer to section 5.1)
    - Annual Report
    - Provider Participation Agreement (new provider or evergreen year)
    - Data Use Agreement
  - Complete Practi-Cal's LEA Billing Coordinator training program, to ensure coordinators understand the responsibilities of the role of coordinator, compliance requirements and using SpEdCare.
- Maintain service documentation related to reimbursed services and RMTS moments
- Enter all services related to medical billing and plan implementation, into SpEdCare.
- Ensure DHCS, CMS, and Managed Care Plan compliance standards are met
- Provide to Practi-Cal
  - Quarterly Certified TSP list from Cost Pool 1
  - Periodic student database and special education service files
  - Copy of signed Physician-Based Standards for Speech-Pathology
- Maintain active and approved LEA Billing Option provider status with DHCS
- Maintain active participation in the Random Moment Time Sampling (RMTS) program
- Provide Practi-Cal OHC / TPL providers when needed for the purposes of submitting reimbursable claims
- Update SpEdCare for students who Parental Consent has been denied

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Agreement #24-154 – Inclusive Education & Community Partnership (DeGenna/Jefferson)**

---

Inclusive Education & Community Partnership will provide behavior support services and 1 to 1 behavioral therapist services to the Special Education Department during the 2024-2025 academic school year.

Term of the Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

Not to exceed \$50,000.00 – Special Education Funds

#### **RECOMMENDATION:**

It is recommended by the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #24-154 with Inclusive Education & Community Partnership

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-154, Inclusive Education & Community Partnership 2024-2025](#)  
(15 Pages)  
[Rate Sheet \(1 Page\)](#)



# SERVICES AGREEMENT

Requisition Number \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Contract Number \_\_\_\_\_

This Services Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Oxnard School District (hereinafter referred to as "District") and \_\_\_\_\_, (hereinafter referred to as "Provider.")

## PROVIDER.

Provider \_\_\_\_\_

Telephone Number \_\_\_\_\_

Street Address \_\_\_\_\_

Fax Number \_\_\_\_\_

City, State, Zip code \_\_\_\_\_

E-mail Address \_\_\_\_\_

Tax Identification or Social Security Number \_\_\_\_\_

License Number (if applicable) \_\_\_\_\_

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number \_\_\_\_\_

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

**3. NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

**4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

**5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20\_\_\_\_. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

**[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]**

**6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,



or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
  - a. Personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

|                       |                       |
|-----------------------|-----------------------|
| _____                 | _____                 |
| District              | Provider              |
| Attn: _____           | Attn: _____           |
| _____                 | _____                 |
| Street                | Street                |
| _____                 | _____                 |
| City, State, Zip Code | City, State, Zip Code |

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
  - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

|  | <u>Each Occurrence</u> | <u>Aggregate</u> |
|--|------------------------|------------------|
| Individual, Sole Proprietorship,<br>Partnership, Corporation, or Other | \$ 1,000,000.00        | \$ 2,000,000.00  |



- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability
    - Facilities Rental or Lease: CG 20 11 10 01;
    - Most Other services: CG 20 26 10 01.
  - 2) Primary, Non-Contributory
    - CG 20 01 01 13
  - 3) Waiver of Subrogation
    - CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

**THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.**

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.



IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

**FEES:**

|  |          |
|--|----------|
| Compensation for Services                | \$ _____ |
| Actual and Necessary Travel Expenses     | \$ _____ |
| Other Expenses                           | \$ _____ |
| Total Amount not to Exceed               | \$ _____ |
| Deposit                                  | \$ _____ |
| Balance Due after Completion of Services | \$ _____ |

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

**PAYMENT SCHEDULE:**

Submit invoices monthly to [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org) and [khenry@oxnardsd.org](mailto:khenry@oxnardsd.org).  
Net 30 Terms.

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2024

Provider: \_\_\_\_\_

**I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)**

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

**By signing below I certify, under penalty of perjury, that: (i)** I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**II. Tuberculosis Risk Assessments Certification (Education Code Section 49406).** With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

**By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that** the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**III. Conflict of Interest Certification**

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: \_\_\_\_\_



## Inclusive Education and Community Partnership

2323 Roosevelt Blvd, Suite 3  
Oxnard, California 93035

Tel: (805) 985-4808

Email: [tina.hanna@iecp.us](mailto:tina.hanna@iecp.us)

Fax: (805) 985-7623

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### 2024-2025 Ventura County SELPA RATES Prepared for Oxnard USD

|  |    |        |
|--|----|--------|
| Assessment:                                  | \$ | 200.00 |
| Consultation:                                | \$ | 181.61 |
| *Inclusion Consultation:                     | \$ | 181.61 |
| *Inclusion Assistant:                        | \$ | 63.43  |
| *BID (Behavior Intervention Development):    | \$ | 126.77 |
| *BII (Behavior Intervention Implementation): | \$ | 63.43  |
| Federal Mileage for Consult per mile (2024)  | \$ | 0.67   |

\*Must be concurrent service

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section C: Enrichment Agreement

### **Ratification of Agreement #24-155 – Foundation for California Community Colleges/California Afterschool Network (Fox/Shea)**

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The California Afterschool Program will provide professional development and services to support the After School Education and Safety Grant and the Expanded Learning Opportunity Programs in the Oxnard School District. Their work will be focused on capacity building of staff and assisting in updating program plans to include ASES and ELOP requirements.

Term of Agreement: July 1, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

Not to Exceed \$75,000.00 – Expanded Learning Opportunities Program

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #24-155 with Foundation for California Community Colleges/California Afterschool Network.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-155, Foundation for Ca. Comm. Colleges \(15 Pages\)](#)  
[Proposal \(4 Pages\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

This Services Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Oxnard School District (hereinafter referred to as “District”) and \_\_\_\_\_, (hereinafter referred to as “Provider.”)

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

\_\_\_\_\_  
Contract Number



Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

**3. NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

- 4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

- 5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20\_\_\_\_. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[**Note:** California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

- 6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
  - a. Personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

|                       |                       |
|-----------------------|-----------------------|
| _____                 | _____                 |
| District              | Provider              |
| Attn: _____           | Attn: _____           |
| _____                 | _____                 |
| Street                | Street                |
| _____                 | _____                 |
| City, State, Zip Code | City, State, Zip Code |

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
  - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

|  | <u>Each Occurrence</u> | <u>Aggregate</u> |
|--|------------------------|------------------|
| Individual, Sole Proprietorship,<br>Partnership, Corporation, or Other | \$ 1,000,000.00        | \$ 2,000,000.00  |

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

**NOT APPLICABLE**

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the

**NOT APPLICABLE**

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

|  | Each Occurrence | Aggregate       |
|--|-----------------|-----------------|
| <input type="checkbox"/> Abuse and Molestation | \$ 2,000,000.00 | \$4,000,000.00  |
| <input type="checkbox"/> Pollution Liability   | \$ 1,000,000.00 | \$ 2,000,000.00 |
| <input type="checkbox"/> Cyber Liability       | \$ 5,000,000.00 |                 |
| <input type="checkbox"/> Other: _____          | \$ _____        | \$ _____        |

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
    - Facilities Rental or Lease: CG 20 11 10 01;
    - Most Other services: CG 20 26 10 01.
  - 2) Primary, Non-Contributory
    - CG 20 01 01 13
  - 3) Waiver of Subrogation
    - CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.



21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

**THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.**

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

**FEES:**

|  |          |
|--|----------|
| Compensation for Services                | \$ _____ |
| Actual and Necessary Travel Expenses     | \$ _____ |
| Other Expenses                           | \$ _____ |
| Total Amount not to Exceed               | \$ _____ |
| Deposit                                  | \$ _____ |
| Balance Due after Completion of Services | \$ _____ |

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

**PAYMENT SCHEDULE:**

Invoices to be submitted monthly to [jorejel@oxnardsd.org](mailto:jorejel@oxnardsd.org), [gshea@oxnardsd.org](mailto:gshea@oxnardsd.org), and [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org). Net 30 terms.

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2024

Provider: \_\_\_\_\_

**I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)**

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

**By signing below I certify, under penalty of perjury, that: (i)** I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**II. Tuberculosis Risk Assessments Certification (Education Code Section 49406).** With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

**By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that** the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**III. Conflict of Interest Certification**

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: \_\_\_\_\_

**Oxnard School District**

The California AfterSchool Network is one of the Technical Assistance providers for the California Department of Education’s System of Support for Expanded Learning. The organization has co-created a Technical Assistance and Professional Development strategy that uses influences from CAN’s Network Principles, ASAP Connect’s Quality Technical Assistance Framework, and Center for Systems Awareness Compassionate Systems Framework with a lens of equity and justice to support the growth and development of public and private LEAs and organizations to redesign the systems and structures that children and youth and the adults that staff those organizations.

| CAN Network Principles     | ASAPConnect Guiding TA Principles        | TA Strategies for this Collaboration |
|----------------------------|--|--------------------------------------|
| → Mission NOT organization | 1. Be Driven by Program Outcomes         | ★ Training                           |
| → Humility NOT Brand       | 2. Promote the Transfer of Learning      | ★ Coaching                           |
| → Constellation NOT Stars  | 3. Focus on Developing Leadership        | ★ Consulting                         |
| → Trust NOT Control        | 4. Promote Alignment with the School Day | ★ Brokering of Resources             |
|                            | 5. Be Inclusive                          | ★ Network/Partnership Development    |

**PURPOSE**

Participants will continue to build their capacity for justice, racial equity, diversity and inclusion literacy and competencies to ensure that all students and staff experience success in the Oxnard Scholars After School (including all state, federal, and grant-funded programs) programs. Participants will understand that creating an equitable and just program culture for everyone is a long-term commitment and ever-evolving.

**OUTCOMES**

- Continue to build the capacity of the Site Coordinators’ personal mastery through self-awareness, self-management, and self-reflection.
- Build staff capacity in various areas i.e. Continuous Quality Improvement, student and staff engagement, 21st Century Skills, English Learner supports, anchored in the California Expanded Learning Quality Standards.
- Document district and site-level recruitment, retention, and professional development strategies to support program sustainability and expansion while maintaining the quality of the programs.
- Identify and practice explicit partnership development across all interest holders

**Contact Person/Information:**

Dr. Ginger Shea, Director Enrichment & Special Programs

## **PROGRAM CAPACITY-BUILDING FRAMEWORKS**

Compassionate Systems and System Dynamics, Youth Development, SEL Framework, Healing-Centered Engagement

### **SUMMARY**

*Partnership Development:* This consists of at least **6** sessions. It can include partners, SCs, and program management, but it is not limited to them. Topics can include but are not limited to:

- CQI/Quality Standards/Equity as a Driver for Quality
- Network Principles, Collective Impact, and Partnership as an intentional strategy
- Youth Development
- Interconnected Service Delivery Strategies
- Healing-Centered and Culturally-Responsive Practices for staff and students
- Compassionate Systems to unpack structural and systemic challenges and opportunities to deepen organizational relationships and impact

*Site Coordinator Training:* This involves building the Site Coordinators' skills in decision-making, facilitation, training, and coaching. It consists of a series of no less than, **6** sessions embedded in established meetings through a Community of Practice model (in-person and/or virtual) to explore shifting daily practices to be more equitable and culturally responsive.

- Digital Binder Implementation
- 21st Century Skill Building - understanding what they are and how to integrate them into the program
- Self Awareness and Self Management - roles, responsibilities, discernment in that context
- Social Awareness, Relationship Skills - alignment with school structures, agreements, and, initiatives.

#### Strategies of Support

- Monthly Activities
- Curriculum Exploration

*Program Design and Supports:* This involves reviewing and revising the structural and systemic elements of all state—and federally-funded Expanded Learning programs. It consists of a minimum of **6** sessions.

- Promising Practices
- Creating new/revised policies, processes, and procedures
- Reviewing alignment and interconnectedness of all district systems to create seamless access
- 3 full program trainings



## **BUDGET**

Supplies and Materials, including Youth Development 2.0 Guidebook for each site

Services

- 3 Consultants (depending on the activity)
- 3 site visits
- 18 Sessions - design, development, implementation, and reflection
- 5 Planning and Design Sessions
- Digital Binder Preparation Development

**TOTAL \$75,000 with a X% discount for continued partnership -**

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section D: Action Items

### **Ratification of Acting Assistant Superintendent, Human Resources, Employment Agreement (DeGenna)**

---

The Employment Agreement Between the Oxnard School District and Dr. Scott Carroll, Acting Assistant Superintendent, Human Resources, is presented for the Board's consideration. The term of the agreement is for October 16, 2024 through June 30, 2025.

#### **FISCAL IMPACT:**

\$211,644.00 annually

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees ratify the employment agreement for Dr. Scott Carroll, Acting Assistant Superintendent, Human Resources, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Employment Agreement \(9 pages\)](#)

EMPLOYMENT AGREEMENT FOR  
ACTING ASSISTANT SUPERINTENDENT, HUMAN RESOURCES  
OXNARD SCHOOL DISTRICT

This Agreement is entered into to be effective the 16<sup>th</sup> day of October 2024, by and between the Board of Trustees (“Board”) of, and on behalf of, the Oxnard School District (“District”), and Dr. Scott Carroll (“Acting Assistant Superintendent”), and constitutes a binding agreement between the parties.

NOW THEREFORE, in consideration of the provisions and mutual promises contained herein, the District and the Acting Assistant Superintendent agree to the following:

1. **TERM OF AGREEMENT:** The District hereby employs Scott Carroll as the District’s Acting Assistant Superintendent for a term commencing October 16, 2024 and ending June 30, 2025 subject to the terms and conditions set forth herein.
2. **DUTIES AND RESPONSIBILITIES**
  - 2.1 The Acting Assistant Superintendent shall faithfully perform the duties and responsibilities of the Acting Assistant Superintendent of Human Resources as imposed by the laws of the state of California and as further described in the District’s job description. (Exhibit A, attached hereto and incorporated herein by reference). Such duties shall be performed under the supervision and direction of the District Superintendent.
  - 2.2 All powers and duties that may lawfully be delegated to the Acting Assistant Superintendent are to be performed and executed by the Acting Assistant Superintendent in accordance with the policies adopted by the Board and subject to those powers specifically vested in the Board by the California Education Code.
  - 2.3 The Acting Assistant Superintendent shall devote his productive time, ability and attention to the business of the District and shall be available twenty-four hours a day for that purpose, except as otherwise provided below.
  - 2.4 The Acting Assistant Superintendent shall have a work year consisting of 261 workdays inclusive of 15 legal and school holidays.
  - 2.5 The Acting Assistant Superintendent shall also perform such other duties that are consistent with his qualifications as may be assigned to him from time to time by the District Superintendent.
3. **OUTSIDE PROFESSIONAL ACTIVITIES:** The Acting Assistant Superintendent may utilize accrued, unused vacation entitlements to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Outside professional activities may be performed for consideration

provided they do not interfere with or conflict with the Acting Assistant Superintendent's performance of his duties under this Agreement.

4. SALARY:

4.1 The salary of the Acting Assistant Superintendent shall be two hundred eleven thousand, six hundred forty-four dollars (\$211,644.00) per year for the term of this Agreement, payable on the last working day of each calendar month.

4.2 The Board reserves the right to increase the annual salary of the Acting Assistant Superintendent. Increases in the annual base salary shall be merit-based and shall be dependent upon the Acting Assistant Superintendent accomplishing or satisfying predetermined goals and objectives. The District Superintendent shall develop these goals and objectives with the assistance and input of the Acting Assistant Superintendent by July 1st, of each year of this Agreement. The District Superintendent shall endeavor to perform an assessment by March 1<sup>st</sup> of each year to determine whether the goals and objectives have been satisfied. The assessment shall be completed by no later than June 30<sup>th</sup> of each year. The evaluation shall be presented to the Board annually in a written report and shall specifically reference the performance responsibilities as delineated in the job description. The Board shall then decide whether salary increases are warranted.

5. HEALTH BENEFITS:

5.1 The Acting Assistant Superintendent may participate in the District- provided health and welfare benefits at the same level provided to certificated management employees of the District.

6. SICK LEAVE: The Acting Assistant Superintendent shall receive twelve (12) days paid sick leave per year.

7. VACATION:

7.1 The Acting Assistant Superintendent shall be entitled to twenty-five (25) working days annual vacation with pay, for each year of service pursuant to this Agreement, supplemented by longevity vacation days provided to District management personnel. Vacation days shall be prorated based on the term of the contract and time served in the capacity of Acting Assistant Superintendent. The Acting Assistant Superintendent may accrue up to thirty (30) days of unused vacation to carry over into the next school year. When combined with the next year's allotment, the total shall not exceed thirty (30) days. Any days in excess of thirty (30) days will be cashed out at the Acting Assistant Superintendent's daily rate of pay and will be paid by July 1<sup>st</sup> of each year of this Agreement. In addition, the Acting Assistant Superintendent is entitled to the same holidays granted certificated management employees.

7.2 In the event of termination of this Agreement, the Acting Assistant

Superintendent shall be compensated for accrued and unused vacation, not to exceed thirty (30) days, at the then current daily rate of compensation (salary) or portion thereof.

8. EXPENSES: In accordance with its policies, the District shall reimburse the Acting Assistant Superintendent for all actual reasonable and necessary expenses related to operation and activities of the Board and/or its members and the performance of the Acting Assistant Superintendent's duties, including but not limited to expenses related to conferences, seminars, and travel. The Acting Assistant Superintendent shall submit receipts, invoices and an itemized list of expenses in support of a reimbursement request.
9. TRANSPORTATION: The Acting Assistant Superintendent shall also be reimbursed for all his actual and necessary business mileage, as may be deemed necessary by the Superintendent, for miles driven during job-related activities outside of Ventura County at the standard District rate as the Board may establish.
10. PROFESSIONAL GROWTH
  - 10.1 The District encourages the Acting Assistant Superintendent to endeavor to continue his professional growth by all available means including attendance at professional meetings at the local, state and national level, seminars and courses offered by public or private institutions, and informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Acting Assistant Superintendent to perform his professional duties. The Acting Assistant Superintendent shall request permission from the Superintendent for his attendance at out-of-state meetings and periodically report to the Superintendent his appraisal of the meetings. All out-of- state travel must be approved by the Board of Trustees.
  - 10.2 The District shall provide a reasonable amount of time for the Acting Assistant Superintendent to participate in such professional growth activities.
  - 10.3 The Acting Assistant Superintendent shall provide the District with a record of his participation in any activities held outside the County and a copy of receipts for the costs involved.
  - 10.4 The Acting Assistant Superintendent shall be reimbursed according to the procedures and parameters set forth in the District's policies and procedures, for necessary expenses incurred for those activities described in Article 10.
  - 10.5 The District shall pay the Acting Assistant Superintendent's annual dues to two (2) professional organizations of the Acting Assistant Superintendent's choice.

11. PROFESSIONAL LIABILITY

11.1 The District agrees that it shall defend, hold harmless and indemnify the Acting Assistant Superintendent from any demands, claims, actions, suits, or legal proceedings brought against the Acting Assistant Superintendent for any incident arising out of the course and scope of his employment, provided, however, that if the District is providing a defense for the Acting Assistant Superintendent on a matter which the Board deems in the best interest of the District to settle, the Acting Assistant Superintendent agrees to assume full responsibility for his own defense should he pursue the matter.

11.2 The provisions of Article 11 shall not apply to any action brought against the Acting Assistant Superintendent for a breach of or dispute arising out of this Agreement, by either party, any willful and wanton conduct giving rise to civil or criminal liability, or any violation of federal, state, county, or local laws or regulations.

12. GOALS AND OBJECTIVES: Acting Assistant Superintendent and the District Superintendent shall jointly develop Goals and Objectives for the performance of the Acting Assistant Superintendent. These goals and objectives shall be among the criteria by which the Acting Assistant Superintendent is evaluated pursuant to Article 13 below.

13. REPORTING AND EVALUATION

13.1 The Superintendent shall evaluate and assess, in writing, the performance of the Acting Assistant Superintendent at least once each year during the term of this Agreement. Said evaluations shall be conducted in accordance with District policies and procedures.

13.2 The evaluation shall be presented to the Board annually in a written report, and shall specifically reference the performance responsibilities as delineated in the job description. The evaluation is recognized as a confidential document and shall be duly protected as such.

14. REPRESENTATION AND WARRANTIES

14.1 Each party agrees that as a material inducement by the District to enter into this Agreement, the Acting Assistant Superintendent has made certain representations and warranties regarding his abilities, fitness and expertise and that these representations and warranties shall survive the execution of this Agreement.

14.2 The Acting Assistant Superintendent represents and warrants that the oral and written information he has submitted to the District regarding his qualifications, educational achievements, and degrees is true and correct.

- 14.3 The Acting Assistant Superintendent represents and warrants that he has the full authority and right to enter into this Agreement without creating liability against himself and/or the District to any persons or entity not a party to this Agreement.

## 15. TERMINATION OF EMPLOYMENT

- 15.1 Termination by Mutual Consent. This Agreement may be terminated, during the term of the Agreement, by mutual agreement of the parties, evidenced by a separate agreement, in writing, which supersedes this Agreement.

### 15.2 Termination for Cause

- 15.2.1 The District reserves the right to unilaterally terminate this Agreement for cause and without the consent of the Acting Assistant Superintendent. Cause, under this Agreement is defined as any of the following:

- 15.2.2 The failure or inability of the Acting Assistant Superintendent to perform any substantial duties required under this Agreement, including failure to meet the written Goals and Objectives.

- 15.2.3 The commission by the Acting Assistant Superintendent of any act of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.

- 15.2.4 A substantial breach of any covenant or condition of this Agreement by the Acting Assistant Superintendent, or a substantial breach of any representation or warranty made by the Acting Assistant Superintendent in this Agreement.

- 15.2.5 The commission or omission of any act by the Acting Assistant Superintendent which could constitute a permissible "for cause" termination under federal or California law.

- 15.2.6 Should the District terminate this Agreement for cause, as defined above, the District shall give written notice to the Acting Assistant Superintendent, and shall specify the grounds for termination, and shall specify the effective date. Any termination by the District shall be without prejudice to any other remedy entitled to the District in law or equity or any other ground for termination stated in this Agreement. Any termination by the District for cause shall be without prejudice to the Acting Assistant Superintendent's right to challenge said decision in Superior Court pursuant to a breach of contract theory.

### 15.3 Termination At Will/ Without Cause

- 15.3.1. The District reserves the right to terminate this Agreement “at will,” without alleging or demonstrating cause and without the consent of the Acting Assistant Superintendent. Any such termination shall be in writing and shall specify the effective date of the termination.
- 15.3.2 Each of the parties agree that as a condition precedent to the District’s right to terminate this Agreement “at will” the District shall pay a maximum cash settlement, concurrently with the termination of the Acting Assistant Superintendent, of an amount equal to three (3) months’ salary, or the salary due on the remainder of the contract term, whichever is less, including health benefits only. The parties agree such payment is a fair, just and reasonable liquidated damage for the emotional distress or other compensable damages associated with separation under the circumstances existing at the time of the execution of this Agreement.
- 15.3.3 The Acting Assistant Superintendent agrees that the liquidated damages described in Article 15.3.2 constitute his sole and exclusive remedy for any “at will” termination of this Agreement by the District, and that he waives and relinquishes any other damage and assigns the benefits only to all right, title, and interest to any such damage to the District.
- 15.3.4 The parties also agree that in consideration for the receipt of the liquidated damages described in Article 15.3.2, the Acting Assistant Superintendent shall:
- 15.3.4.1 Waive, release and discharge the District, the Board and each member of the Board against any and all liability arising out of the termination of this Agreement.
- 15.3.4.2 Indemnify and hold harmless the District, the Board and each member of the Board from any and all further damages, including all court costs and attorney fees arising from such termination.
- 15.3.4.3 Waive any and all rights under section 1542 of the California Civil Code and further waive any comparable principle of law, whether by statute or decision. In making such waiver, the Acting Assistant Superintendent expressly understands that section 1542 provides, in part:
- “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him must have materially affected his settlement with the debtor.”



- 15.3.5 The Acting Assistant Superintendent reserves the right to unilaterally terminate the Agreement by delivering written notice to the District. The effective date of the termination shall be specified by the Acting Assistant Superintendent, but shall not exceed thirty days beyond the date of notice unless otherwise approved by the Board.
- 15.3.6 The District shall not be required to pay the liquidated damages described in Article 15.3.2 in the event that the Acting Assistant Superintendent exercises his right to unilaterally terminate this Agreement.
- 15.3.7 Should the Acting Assistant Superintendent voluntarily seek employment elsewhere during the term of this Agreement by accepting an interview for other employment, he shall indicate to the Superintendent in writing, his intention to do so.
- 15.3.8 Abuse of Office Provisions. In accordance with Government Code section 53243, et seq., and as a separate contractual obligation, should the Acting Assistant Superintendent receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Acting Assistant Superintendent if the Acting Assistant Superintendent is convicted of a crime involving an abuse of the Acting Assistant Superintendent's office or position. In addition, if the District funds the criminal defense of the Acting Assistant Superintendent against charges involving abuse of office or position and the Acting Assistant Superintendent is then convicted of such charges, the Acting Assistant Superintendent shall fully reimburse the District all funds expended for the Acting Assistant Superintendent's criminal defense.

16. RENEWAL OF AGREEMENT.

- 16.1 The District may, but is not required to, notify the Acting Assistant Superintendent of its intent to continue to employ the Acting Assistant Superintendent beyond the term of this Agreement. Should the District determine not to renew this Agreement beyond its current term, the Acting Assistant Superintendent will return to his position as Director of Human Resources.
- 16.2 This agreement is automatically renewed for a term of the same length as the one completed, under the same terms and conditions, and with the same compensation, unless the Board gives written notice of nonrenewal to the Acting Assistant Superintendent at least forty- five (45) days prior to its expiration.

17. SAVINGS CLAUSE: If, during the time it is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not effected by such ruling shall

remain in full force and effect.

18. AMENDMENT. Any amendment to this Agreement must be in writing and signed by the parties.
19. APPLICABLE LAWS. The interpretation and enforcement of this Agreement shall be governed by applicable laws of the State of California, the rules and regulations of the State Board of Education, and the lawful rules and regulations of the Oxnard School District. By this reference the laws, rules, regulations and policies are hereby made a part of this Agreement as though fully set forth at this point.
20. VENUE. If a dispute arises under this Agreement, the parties agree that venue shall be proper in a Superior Court within the County of Ventura.
21. ENTIRE AGREEMENT. This document is the full and complete agreement between the parties hereto, and it can be changed or modified only by a writing, signed by all parties or their successors in interest to this Agreement.
22. COUNTERPARTS. The District and the Acting Assistant Superintendent may execute this document in separate counterparts. Should that occur, the Agreement is as valid and binding as if it were executed on a single copy.

IN WITNESS HEREIN we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties.

The Board duly approved the terms and conditions of this Agreement and the Board President is authorized to execute this Agreement on behalf of the Board of Trustees.

For the Board of Trustees:

By: \_\_\_\_\_  
Veronica Robles-Solis, Board President

President of the Board of Trustees, I hereby accept this contract of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Acting Assistant Superintendent of Human Resources of the Oxnard School District.

Date of Acceptance: \_\_\_\_\_, 2024

\_\_\_\_\_  
Dr. Scott Carroll

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section D: Action Items

### **Approval of Agreement #24-146 – MBDU (Fox/Nocero)**

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MBDU will provide cultural and linguistic competence classes to Oxnard School District mental health staff.

Term of Agreement: November 21, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$104,000.00 – Mental Health Service Professional Demonstration Grant

#### **RECOMMENDATION:**

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-146 with MBDU.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-146 MBDU \(4 pages\)](#)

[Scope of Work \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into \_\_\_\_\_ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and \_\_\_\_\_, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ \_\_\_\_\_

Other Ancillary Cost, as applicable

\$ \_\_\_\_\_

Total not to Exceed

\$ \_\_\_\_\_

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
  - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
  - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
  - o Tuberculosis Clearance (Education Code § 49406)

**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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

**Confidentiality.** Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

**Fingerprinting.** Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

**Food Vendors.** Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit  Temporary Food Facility permit  Exempt – must show documentation

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

**Indemnification.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

**Insurance.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

|                      |  |
|----------------------|--|
| Personal vehicles:   | \$500,000.00 combined single limit or<br>\$100,000.00 per person / \$300,000.00 per accident |
| Commercial vehicles: | \$1,000,000.00 per accident for bodily injury and property damage                            |

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.  
  
If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability: CG 20 26 10 01
  - 2) Primary, non-contributory: CG 20 01 04 13
  - 3) Waiver of subrogation: CG 24 04 05 09
  - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

**Governing Law and Venues.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

**Dispute Resolution.** If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

**Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**Counterpart Execution.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

**Signature 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.

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

\_\_\_\_\_  
Provider Authorized Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Oxnard School District**

\_\_\_\_\_  
Director, Purchasing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **Maudi B. Dibinga, Unlimited (MBDU)**

### **Scope of Work**

As required by the U.S. Department of Education's Mental Health Service Professional Demonstration grant program, MBDU will provide cultural and linguistic competence classes to all participating schools and mental health staff, including interns. The primary focus of the Mental Health Service Professional Demonstration Grant is to provide professional development support to emerging Marriage and Family Therapists, as well as graduate level students who are on the path to become therapists. Oxnard School District seeks to develop professional relationships with local institutions and create pathways for professionals to earn service hours and professional development opportunities, particularly in regards to how mental health services look specifically in the school setting.

#### Estimated Cost:

- Not to exceed \$104,000 throughout the term of service

#### Term of Service:

- November 7, 2024 - June 31, 2025

#### Services Provided:

- Conducted professional development classes for the district mental health team, including LMFTs, associates, etc.
- The MBDU's classes are aligned with the evidence based CLAS standards set by SAMHSA, which include a comprehensive set of 15 action steps that provide a blueprint for individuals and mental health care providers to implement culturally and linguistically appropriate services, or CLAS.
- CLAS are services that are respectful of and responsive to the health beliefs, practices, and needs of diverse patients.
- MBDU will provide professional development preparation that is inclusive with regard to race, ethnicity, culture, language, disability, and for students who identify as LBGTQI+.
- The 1-day class will be taught at each school site (8) in Year 1, with an additional 1-day training for all mental health professionals.
- In Years 2 through 5, all mental health staff, including interns will receive an additional ten hours annually of training and coaching.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section D: Action Items

### **Approval of Agreement #24-148 – Rafael Ortiz, LFMT (Fox/Nocero)**

---

Rafael Ortiz, LFMT, will provide case management for Oxnard School District families and students who are experiencing homelessness, as well as to students in foster care.

Term of Agreement: November 21, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$10,000.00 – Learning Communities for School Success Program Grant

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-148 with Rafael Ortiz, LMFT.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-148 Agreement - Rafael Ortiz \(15 pages\)](#)  
[Scope of Work \(1 Page\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

This Services Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Oxnard School District (hereinafter referred to as “District”) and \_\_\_\_\_, (hereinafter referred to as “Provider.”)

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

\_\_\_\_\_  
Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

**3. NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

**4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

**5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20\_\_\_\_. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

**[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]**

**6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
  - a. Personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

|                       |                       |
|-----------------------|-----------------------|
| _____                 | _____                 |
| District              | Provider              |
| Attn: _____           | Attn: _____           |
| _____                 | _____                 |
| Street                | Street                |
| _____                 | _____                 |
| City, State, Zip Code | City, State, Zip Code |

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
  - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

|  | <u>Each Occurrence</u> | <u>Aggregate</u> |
|--|------------------------|------------------|
| Individual, Sole Proprietorship,<br>Partnership, Corporation, or Other | \$ 1,000,000.00        | \$ 2,000,000.00  |





- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability
    - Facilities Rental or Lease: CG 20 11 10 01;
    - Most Other services: CG 20 26 10 01.
  - 2) Primary, Non-Contributory
    - CG 20 01 01 13
  - 3) Waiver of Subrogation
    - CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

**THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.**

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

**FEES:**

|  |          |
|--|----------|
| Compensation for Services                | \$ _____ |
| Actual and Necessary Travel Expenses     | \$ _____ |
| Other Expenses                           | \$ _____ |
| Total Amount not to Exceed               | \$ _____ |
| Deposit                                  | \$ _____ |
| Balance Due after Completion of Services | \$ _____ |

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

**PAYMENT SCHEDULE:**

Please send invoices to [jnocero@oxnardsd.org](mailto:jnocero@oxnardsd.org) and [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org). Net 30 Terms

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 20 24

Provider: \_\_\_\_\_

**I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)**

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

**By signing below I certify, under penalty of perjury, that: (i)** I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**II. Tuberculosis Risk Assessments Certification (Education Code Section 49406).** With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

**By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that** the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date



**III. Conflict of Interest Certification**

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: \_\_\_\_\_

## Case Management Scope of Work

The Learning Communities for School Success Program (LCSSP) grant initiative will address the needs of the students targeted to receive services using non-punitive programs and practices, with the goal of improving attendance, reducing chronic absenteeism, reducing the use of exclusionary disciplinary practices, and improving school connectedness and supports for students in high-risk categories. Rafael Ortiz will provide Case Management support to students and families who need support connecting with external agencies and resources.

### Total Cost:

- \$600 per shift.
- Not to exceed \$10,000 for the entire term of service.

### Term:

- November 7, 2024 - June 31, 2025

### Services provided:

- Case Management for students and families experiencing homelessness.
- Case Management for foster students and their families.
- During months when students are in session, service would be approximately twice a month, for an 8-hour day, except for November and April, when it would be once per month.
- Case Manager will provide referral support for outside academic referrals.
- Case Manager will provide referral support for outside mental health referrals.
- Case Manager will help connect students and families with appropriate outside resources based on family-need.
- Collaborate with outside agencies, schools, hospital social workers, and additional providers in order to streamline referral processes and connection to resources.
- Maintain updated lists of mental health providers as well as community resources.
- Attempt to explore family barriers to services.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section D: Action Items

### **Approval of Agreement #24-149 – Recovery Starts Now (Fox/Nocero)**

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Recovery Starts Now will provide comprehensive substance use counseling and prevention services to students in grades 6 through 8 across nine campuses within the Oxnard School District. A team of six counselors will deliver services aimed at supporting students in overcoming substance use challenges, personal goals, and accessing necessary resources to improve their academic and personal outcomes.

Term of Agreement: November 21, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

\$112,000.00 - Learning Communities for School Success Program Grant

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-149 with Recovery Starts Now.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #24-149 - Recovery Starts Now \(15 pages\)](#)  
[Scope of Work \(4 Pages\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

This Services Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Oxnard School District (hereinafter referred to as “District”) and \_\_\_\_\_, (hereinafter referred to as “Provider.”)

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

\_\_\_\_\_  
Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

**3. NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

**4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

**5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20\_\_\_\_. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

**6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
  - a. Personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

|                       |                       |
|-----------------------|-----------------------|
| _____                 | _____                 |
| District              | Provider              |
| Attn: _____           | Attn: _____           |
| _____                 | _____                 |
| Street                | Street                |
| _____                 | _____                 |
| City, State, Zip Code | City, State, Zip Code |

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
  - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

|  | <u>Each Occurrence</u> | <u>Aggregate</u> |
|--|------------------------|------------------|
| Individual, Sole Proprietorship,<br>Partnership, Corporation, or Other | \$ 1,000,000.00        | \$ 2,000,000.00  |





- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability
    - Facilities Rental or Lease: CG 20 11 10 01;
    - Most Other services: CG 20 26 10 01.
  - 2) Primary, Non-Contributory
    - CG 20 01 01 13
  - 3) Waiver of Subrogation
    - CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

**THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.**

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

**FEES:**

|  |          |
|--|----------|
| Compensation for Services                | \$ _____ |
| Actual and Necessary Travel Expenses     | \$ _____ |
| Other Expenses                           | \$ _____ |
| Total Amount not to Exceed               | \$ _____ |
| Deposit                                  | \$ _____ |
| Balance Due after Completion of Services | \$ _____ |

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

**PAYMENT SCHEDULE:**

Please send invoices to [jnocero@oxnardsd.org](mailto:jnocero@oxnardsd.org) and [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org). Net 30 Terms

**ADDITIONAL COSTS OF EXPENSES:**

N/A



**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 20 24

Provider: \_\_\_\_\_

**I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)**

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

**By signing below I certify, under penalty of perjury, that: (i)** I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**II. Tuberculosis Risk Assessments Certification (Education Code Section 49406).** With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

**By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that** the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**III. Conflict of Interest Certification**

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: \_\_\_\_\_



## Scope of Work and Cost Proposal

Contractor: Recovery Starts Now

Contracting Entity: Oxnard School District, Oxnard, California

Service Period: 8 Months

Total Contract Cost: \$112,000

### 1. Purpose

The purpose of this contract is for Recovery Starts Now to provide comprehensive substance use counseling and prevention services to junior high school students in grades 6 through 8 across nine campuses within the Oxnard School District. A team of six counselors will deliver services aimed at supporting students in overcoming substance use challenges, setting personal goals, and accessing necessary resources to improve their academic and personal outcomes.

### 2. Scope of Work

Service Delivery Schedule:

- Days of Service: Monday through Wednesday
- Hours of Service: 3 hours per campus
- Campuses Served per Day: 3 campuses
- Total Campuses Served per Week: 9 campuses
- Service Duration: 8 months

Program Components and Cost Breakdown:

#### 1. Individual Counseling (1-on-1 Sessions)

- Purpose: To provide personalized support and guidance to students experiencing substance use issues.
- Frequency: 1 to 3 individual sessions per day per campus, approximately 30 minutes each session.
- Estimated Time Commitment: 3-9 individual sessions per campus per week, totaling approximately 27-81 sessions per week across all campuses.
- Hourly Rate: \$75/hour per counselor

-Estimated Monthly Cost: \$2,025 - \$6,075 (based on 27-81 hours of individual counseling per month per counselor)

-Total 8-Month Cost: \$16,200 - \$48,600 (this cost will not increase contract rate total)

## 2. Group Counseling

-Purpose: To facilitate group discussions focused on substance use prevention, coping skills, peer pressure, and healthy decision-making.

-Frequency: 2 hours of group counseling per day.

-Estimated Time Commitment: 6 hours per week (2 hours per day, 3 days a week), totaling approximately 24 hours per month per counselor.

-Hourly Rate: \$75/hour per counselor

-Estimated Monthly Cost: \$1,800 (for 24 hours per month)

- Total 8-Month Cost: \$14,400

## 3. Goal Setting and Progress Review

-Purpose: To assist students in setting personal and recovery, track their progress, and adjust plans as needed.

- Frequency: Goal-setting sessions integrated within individual counseling sessions, with progress reviews bi-weekly.

-Estimated Time Commitment: 1 hour per campus per week, totaling approximately 9 hours per week across all campuses.

-Hourly Rate: \$75/hour per counselor

-Estimated Monthly Cost: \$2,700 (based on 36 hours per month per counselor)

-Total 8-Month Cost: \$21,600

## 4. Case Management and Referrals

-Purpose: To provide case management services, including coordination of care, referrals to higher-level services, and follow-up.

-Frequency: As needed, based on student needs and severity of substance use issues.

-Estimated Time Commitment: 1.5 hours per campus per week, totaling approximately 13.5 hours per week across all campuses.

-Hourly Rate: \$75/hour per counselor

-Estimated Monthly Cost: \$3,037.50 (based on 54 hours per month per counselor)

-Total 8-Month Cost: \$24,300

## 5. Education and Prevention Workshops

- Purpose: To educate students on substance use prevention, healthy lifestyle choices, and the impact of drugs and alcohol.

- Frequency: One workshop per campus per month, approximately 1 to 3 hours each.

- Estimated Time Commitment: 9 to 27 hours per month, depending on workshop length and participation needs.

-Hourly Rate: \$75/hour per counselor

-Estimated Monthly Cost: \$810 - \$2,430

- Total 8-Month Cost: \$6,480 - \$19,440

#### 6. Supervision and Administrative Oversight

- Purpose: To ensure quality of services through supervision by the Clinical Director and administrative tasks including reporting, scheduling, and coordination.
- Estimated Time Commitment: 2 hours per week for supervision and administrative tasks.
- Hourly Rate: \$100/hour (Clinical Director compensation)
- Estimated Monthly Cost: \$800
- Total 8-Month Cost: \$6,400

#### 3. Summary of Costs

| Service Component                        | Monthly Cost              | Total 8-Month Cost  |
|--|---------------------------|---------------------|
| Individual Counseling                    | \$2,025 - \$6,075         | \$16,200 - \$48,600 |
| Group Counseling                         | \$1,800                   | \$14,400            |
| Goal Setting and Progress Review         | \$2,700                   | \$21,600            |
| Case Management and Referrals            | \$3,037.50                | \$24,300            |
| Education and Prevention Workshops       | \$810 - \$2,430           | \$6,480 - \$19,440  |
| Supervision and Administrative Oversight | \$800                     | \$6,400             |
| Total Cost per Month                     | \$10,172.50 - \$16,342.50 | \$112,000           |

#### 4. Payment Schedule

- Total Contract Cost: The total contract amount of \$112,000 will cover all services provided under this agreement over the 8-month period.
- Payment Terms: Payments will be made in fixed monthly installments. The total contract amount will be divided into equal monthly payments, regardless of the number of hours of service provided or the number of students served.
- Payment Schedule: Payments will be issued on a monthly basis, with each installment reflecting one-eighth of the total contract cost (\$14,000 per month), regardless of the specific service delivery or student engagement during that month.
- Invoices: Recovery Starts Now will submit monthly invoices for the agreed-upon amount, and the Oxnard School District will process payments within 30 days of receipt of each invoice.

This arrangement ensures that Recovery Starts Now receives consistent payment throughout the contract period, supporting the continuity of services and financial stability of the program.

- Payments will be invoiced monthly based, with a total contract value not exceeding \$112,000 over the 8-month period.
- Payments are due within 30 days of invoice receipt by the Oxnard School District.

## 5. Reporting and Evaluation

- Bi-Monthly progress reports will be provided to the Oxnard School District, outlining service delivery, student engagement, and program outcomes.
- A final comprehensive program evaluation will be conducted at the end of the contract period, including recommendations for future programming.

## 6. Compensation Breakdown

Each counselor's hourly rate of \$75 is broken down as follows:

- Counselor Salary: \$40 per hour
- Insurance Costs: \$8 per hour
- Worker's Compensation: \$7 per hour
- Administrative and Overhead Costs: \$22 per hour

This compensation structure ensures that all operational costs are covered while providing fair compensation for the counselors' expertise and efforts.

## 7. Conclusion

This scope of work and cost proposal outlines the comprehensive services that Recovery Starts Now will provide to the Oxnard School District, with a team of six counselors ensuring broad coverage and impactful support. Under the guidance of the Clinical Director, the program is designed to meet the district's objectives of promoting a safe and healthy learning environment for all students.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section E: Approval of Minutes

### **Approval of Minutes (DeGenna)**

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It is the recommendation of the Superintendent that the Board of Trustees approve the minutes of Board meetings, as presented:

- October 2, 2024 Regular Meeting
- October 16, 2024 Special Meeting

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board approve the minutes of Board meetings, as presented.

### **ADDITIONAL MATERIALS:**

- Attached:** [Minutes October 2 2024 Regular Meeting \(10 pages\)](#)  
[Minutes October 16 2024 Regular Meeting \(11 pages\)](#)

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

**Veronica Robles-Solis**, President  
**Monica Madrigal Lopez**, Clerk  
**Rose Gonzales**, Member  
**MaryAnn Rodriguez**, Member  
**Brian Melanephy**, Member

## ADMINISTRATION

**Anabolena DeGenna, Ed.D.**  
Superintendent  
**Valerie Mitchell, MPPA**  
Assistant Superintendent, Business  
& Fiscal Services  
**Natalia Torres, Ed.D.**  
Assistant Superintendent,  
Human Resources  
**Aracely Fox, Ed.D.**  
Assistant Superintendent,  
Educational Services

## MINUTES REGULAR BOARD MEETING Wednesday, October 2, 2024

**5:00 PM - Open Meeting**

**5:30 PM - Study Session**

**7:00 PM - Return to Regular Board Meeting**

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

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

Watch the meeting live: [osdtv.oxnardsd.org](https://osdtv.oxnardsd.org)

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

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



## **Section A: PRELIMINARY**

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

Trustee Madrigal Lopez called the meeting to order at 5:00 p.m.

Present: Trustees Brian Melanephy, MaryAnn Rodriguez, Rose Gonzales, and Monica Madrigal Lopez. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Valerie Mitchell, Assistant Superintendent Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

### **A.2. Pledge of Allegiance to the Flag**

Charly Menendez, Kindergarten student in Mrs. Dato's class at McAuliffe School, and Madison Prebble, 4th grade student in Mrs. Diaz's class at McAuliffe School, led the audience in the Pledge of Allegiance.

### **A.3. District's Vision and Mission Statement**

Benjamin Andrade, 5th grade student in Mrs. Liston's class at McAuliffe School, read the district's Mission and Vision Statement in English. Ariadne Gomez, 3rd grade student in Ms. Cervantes's class at McAuliffe School, read the district's Mission and Vision Statement in Spanish. Christa Friday, 5th grade student in Mrs. Llamas's class at McAuliffe School, read the McAuliffe School Mission and Vision Statement.

### **A.4. Presentation by McAuliffe School**

Lynn Ebor, Principal, McAuliffe School, provided a presentation about McAuliffe.

### **A.5. Adoption of Agenda (Superintendent)**

The agenda was adopted with the following amendment:

- Item C.4 – Increase of Hours and Abolishment of Positions (Torres/Fuentes) – item pulled from the agenda

Motion #24-33 Adoption of Agenda as Amended

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Adopt as Amended

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

### **A.6. Study Session on 2023-24 State Student Outcomes (Fox/Thomas)**

Dr. Aracely Fox, Assistant Superintendent, Educational Services, and Anna Thomas, Director, School Performance & Student Outcomes, presented information relative to the Student Outcome Data for 2023-24 CAASPP testing in ELA and Math.

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

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

There were no comments.

**A.8. Closed Session**

The Board convened to closed session at 6:00 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- S.T. v. Oxnard SD, et al., Case #2023-CUOE015904 -

Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release

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

The Board reconvened to open session at 7:07 p.m.

**A.10. Report Out of Closed Session**

Trustee Madrigal Lopez reported that there was nothing to report out.

**A.11. Introduction of Newly Appointed Oxnard School District Administrator (DeGenna)**

The newly appointed Oxnard School District administrator was introduced to the Board of Trustees:

- Melissa Reyes, Director, Purchasing

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

October 2, 2024

## **Section B: PUBLIC COMMENT/HEARINGS**

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

There were no comments.

### **B.2. Public Hearing to Sunshine the California School Employees Association Chapter #272 (CSEA) and the Oxnard School District (District) Initial Proposals for 2024-25 Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)**

Dr. Scott Carroll, Director, Certificated Human Resources, conducted a public hearing to sunshine the California School Employees Association Chapter #272 (CSEA) and the Oxnard School District (District) Initial Proposals for 2024-25 Negotiations, Pursuant to Government Code Section 3547, and recommended the Board's authorization for the District to enter into contract negotiations with CSEA for the 2024-25 school year and any additional years, as may be mutually agreed upon by the parties.

Motion #24-34 Authorization for the District to Enter into Contract Negotiations with CSEA for the 2024-25 School Year and any Additional Years, as May be Mutually Agreed Upon by the Parties

Mover: Brian Melanephy

Seconder: Rose Gonzales

Moved To: Authorize

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

## **Section C: CONSENT AGENDA**

The consent agenda was approved as amended.

Motion #24-35 Approval of Consent Agenda as Amended

Mover: MaryAnn Rodriguez

Seconder: Brian Melanephy

Moved To: Approve as Amended

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

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

October 2, 2024

- C.1. Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)**  
For Stephanie Gutierrez, Aimee Verhoeven, and Alison Newton, Speech-Language Pathologists, to attend the American Speech-Language-Hearing Association's (ASHA) 2024 Annual Convention, December 5-7, 2024 in Seattle, WA, in the amount not to exceed \$4,500.00, to be paid from OSSA Funds.
- C.2. Setting of Date for Public Hearing-Sufficiency of Instructional Materials for 2024-2025 (Fox/Thomas)**  
As presented.
- C.3. 2023-24 California Farm to School Incubator Grant Program (Mitchell/Corona)**  
Oxnard School District has been awarded the California Farm to School K-12 Procurement and Education Grant in the amount of \$212,550.00 from the California Department of Food and Agriculture's Office of Farm to Fork (CDFA-F2F).
- C.4. Increase of Hours and Abolishment of Positions (Torres/Fuentes)**  
Item pulled at Adoption of Agenda.
- C.5. Personnel Actions (Torres/Fuentes)**  
As presented.

**Section C: APPROVAL OF AGREEMENTS**

- C.6. Approval of Amendment #1 to Agreement #24-29 – Amergis Healthcare Staffing (DeGenna/Jefferson)**  
To increase the total allocated amount for providing supplemental staffing for the Special Education Department on an "as-needed" basis during the 2024-2025 fiscal year, in the amount of \$3,000,000.00, to be paid out of Special Education Funds.
- C.7. Approval of Agreement #24-117 – School Yard Rap (Fox/Shea)**  
To provide live performances that include hip-hop music and visuals that provide information on social-emotional health, mental health, and experiences that uplift and celebrate diversity at all 20 schools in the Oxnard School District, October 7-9, 2024 and February 3-4, 2025, in the amount not to exceed \$230,000.00, to be paid out of Title 1 Funds.
- C.8. Approval of Agreement #24-118 – Mindset Academy by SWEAT III (Fox/Ordaz)**  
To provide training on student mindset development, student engagement, and emotional intelligence to staff, students, and parents, October 3, 2024 through June 30, 2025, in the amount of \$42,540.00 to be paid out of Title 1 (\$36,330.00) & Supplemental Concentration (\$6,210.00) Funds.
- C.9. Approval of Agreement #24-119 – Ventura Counseling and Wellness Center (Fox/Nocero)**

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

To provide drug and alcohol counseling to students in 6th, 7th, and 8th grades at Oxnard School District campuses, October 3, 2024 through June 30, 2025, in the amount of \$53,693.00, to be paid out of LCSSP Grant Funds.

**C.10. Approval of Agreement #24-120 – Read.Write.Think., LLC (Fox/Valdovinos)**

To provide on-site Literacy Professional Study for TK-8th grade teachers, October 3, 2024 through June 30, 2025, in the amount of \$59,400.00, to be paid out of Title 1 Funds.

**C.11. Approval of Agreement #24-121 – Read.Write.Think., LLC (Fox/Anguiano)**

To provide on-site Literacy Professional Study for TK-8th grade teachers, October 3, 2024 through June 30, 2025, in the amount of \$66,000.00, to be paid out of Title 1 Funds.

**C.12. Approval of Agreement #24-122 - Action Preparedness Training (DeGenna/Jefferson)**

To provide CPR/AED and First Aid training to the Special Education Department Paraeducator staff at Oxnard School District, October 14, 2024 through June 30, 2025, in the amount not to exceed \$12,350.00, to be paid out of Special Education Funds.

**C.13. Approval of Agreement #24-127 – Center for Teaching for Biliteracy (Fox/Cordes)**

To provide virtual 1:1 check-in sessions with the Director of Teaching and Learning in order to support the OSD DLI Principals, October 3, 2024 through June 30, 2025, in the amount of \$8,250.00, to be paid out of Title II Funds.

**C.14. Approval of Agreement #24-128 - 2 Teach Global (DeGenna/Jefferson)**

To provide professional development for the Special Education Administration on virtual coaching, observation sessions followed by debriefs, and both on-site and online instructional strategies, October 3, 2024 through October 2, 2028, in the amount of \$261,905.00 for the four-year period, to be paid out of Special Education Funds.

**Section C: RATIFICATION OF AGREEMENTS**

**C.15. Ratification of Amendment #2 to Agreement/MOU #22-163 – County of Ventura (DeGenna/Jefferson)**

To extend an array of services and to update the rate sheet to Special Education Home and School-Based Mental Health students on an as-needed basis per IEP during the 2024-2025 school year, in the amount not to exceed \$840,000.00, to be paid out of Special Education Funds.

**C.16. Ratification of Amendment #2 to Agreement #23-169 – Alternative Behavior Strategies, LLC dba/ABS Kids (DeGenna/Jefferson)**

To close out applied behavioral therapy and related services for the 2023-2024 fiscal year, in the amount of \$89,527.68, to be paid out of Special Education Funds.

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

**C.17. Ratification of Agreement #24-123 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)**

To provide audiological services and assessments on CAPDOTS, including retest and IEP reporting, for the Special Education Services Department, July 1, 2024 through June 30, 2025, in the amount not to exceed \$30,000.00, to be paid out of Special Education Funds.

**C.18. Ratification of Agreement #24-124 – Alternative Behavior Strategies, LLC (DeGenna/Jefferson)**

To provide consultant services to the Special Education Department that include applied behavioral therapy and related services, July 1, 2024 through June 30, 2025, in the amount not to exceed \$2,000,000.00, to be paid out of Special Education Funds.

**C.19. Ratification of Agreement #24-125, STAR of CA, ERA Ed (DeGenna/Jefferson)**

To provide classroom support as a consultant and 1 to 1 Behavioral Therapist for identified special education and general education students, July 1, 2024, through June 30, 2025, in the amount not to exceed \$4,000,000.00, to be paid out of Special Education Funds.

**SECTION D: ACTION ITEMS**

**D.1. Selection of Architect of Record to Provide Architectural Engineering Services for the Dr. Lopez Academy Reconstruction Project and Approval of Agreement #24-126 for Architectural Services with Perkins Eastman Architects DPC for the Proposed Project Design (Mitchell//Miller/CFW)**

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, recommended that the Board of Trustees appoint Perkins Eastman Architects DPC as Architect of Record for the Dr. Lopez Academy Reconstruction Project, and approve Agreement #24-126 for Architectural Services with Perkins Eastman Architects DPC for the proposed project design, in the amount of \$2,864,000.00, to be paid out of Enhanced Master Construct Program Funds.

Motion #24-36 Selection of Architect of Record to Provide Architectural Engineering Services for the Dr. Lopez Academy Reconstruction Project and Approval of Agreement #24-126 for Architectural Services with Perkins Eastman Architects DPC for the Proposed Project Design

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

**Section E: APPROVAL OF MINUTES**

**E.1. Approval of Minutes (DeGenna)**

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

The Board approved the minutes of the June 26, 2024 Regular Meeting, as presented.

Motion #24-37 Approval of Minutes - June 26, 2024 Regular Meeting

Mover: Brian Melanephy

Second: Rose Gonzales

Moved To: Approve

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

## **Section G: CONCLUSION**

### **G.1. Superintendent's Report (3 minutes)**

Ana DeGenna

- Superintendent Fellows 9/25/24
- AVID Night at Fremont 9/19/24
- OSD Student Profile
- Strategic Plan Implementation Team 9/27/24
- Supporting our New Teachers
- Shining Star Recognition 9/30/24
- October Observances

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

Rose Gonzales

- thank you to staff, principal and families of McAuliffe School
- welcome to Melissa Reyes, Director of Purchasing
- attended Harrington Back to School Night - thank you to Principal Castellanos
- attended McKinna Back to School Night - thank you to Principal Ragan
- attended Sierra Linda Back to School Night - thank you to Principal Mares
- attended Ritchen Back to School Night - thank you to Principal Zaidi
- attended McAuliffe Back to School Night - thank you to Principal Eborá
- attended Kamala Back to School Night - thank you to Principal Blevins
- recognition of Mr. Sam Reveles from Fremont for sending photos from Fremont Constitution Day

Brian Melanephy

- enjoyed going to different schools for Back to School Nights and experiencing the different ways that each site conducts theirs
- October 14 staff development days for teachers - Kamala Principal and staff will be going to a neighboring apartment complex to serve food to their families
- thank you to everyone that is going above and beyond for their community
- enjoyed meeting a new teacher who spoke very favorably regarding the onboarding

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

process

MaryAnn Rodriguez

- attended several back to school nights - thank you to everyone for all their hard work in making things happen
- thank you to McAuliffe for attending and presenting tonight

Monica Madrigal Lopez

- thank you to McAuliffe family for presenting
- thank you to every single person for all they do to make things happen

### **G.3. ADJOURNMENT**

Trustee Madrigal Lopez adjourned the meeting at 8:07 p.m.

Motion to adjourn

Mover: Rose Gonzales

Seconder: Brian Melanephy

Moved To: Adjourn

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed



Ana DeGenna, Ed.D.



District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this 20<sup>th</sup> day of November, 2024, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of October 2, 2024, on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

**Veronica Robles-Solis**, President  
**Monica Madrigal Lopez**, Clerk  
**Rose Gonzales**, Member  
**MaryAnn Rodriguez**, Member  
**Brian Melanephy**, Member

## ADMINISTRATION

**Anabolena DeGenna, Ed.D.**  
Superintendent  
**Valerie Mitchell, MPPA**  
Assistant Superintendent,  
Business & Fiscal Services  
**Natalia Torres, Ed.D.**  
Assistant Superintendent,  
Human Resources  
**Aracely Fox, Ed.D.**  
Assistant Superintendent,  
Educational Services

## MINUTES REGULAR BOARD MEETING Wednesday, October 16, 2024

**5:00 PM - Open Meeting**

**7:00 PM - Return to Regular Board Meeting**

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

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

Watch the meeting live: [osdtv.oxnardsd.org](https://osdtv.oxnardsd.org)

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

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

## **Section A: PRELIMINARY**

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

President Robles-Solis called the meeting to order at 5:00 p.m.

Present: Trustees Brian Melanephy, MaryAnn Rodriguez, Rose Gonzales, Monica Madrigal Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Valerie Mitchell, Assistant Superintendent Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

### **A.2. Pledge of Allegiance to the Flag**

Veda Lemme, 5th grade student in Mr. Lopez's class at Brekke School, led the audience in the Pledge of Allegiance.

### **A.3. District's Vision and Mission Statement**

Malakai McBride, 5th grade student in Ms. Rodriguez's class at Brekke School, read the district's Mission and Vision Statement in English. America Arroyo, 5th grade student in Ms. Rodriguez's class at Brekke School, read the district's Mission and Vision Statement in Spanish. Sasha Valentina Solis, 4th grade student in Ms. Hawkins's class at Brekke School, read the Brekke School Vision.

### **A.4. Presentation by Brekke School**

Cheri Scripter, Principal, Brekke School, provided a presentation about Brekke.

### **A.5. Adoption of Agenda (Superintendent)**

The agenda was adopted as presented.

Motion #24-38 Adoption of Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: Brian Melanephy

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

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

There were no comments.

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

October 16, 2024

**A.7. Closed Session**

The Board convened to closed session at 5:22 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:  
Conference with Legal Counsel  
- Existing Litigation:
  - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
  - S.T. v. Oxnard SD, et al., Case #2023-CUOE015904 -Anticipated Litigation:
  - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
  
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:  
Conference with Labor Negotiator:  
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP  
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
  
3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release

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

The Board reconvened to open session at 7:00 p.m.

**A.9. Report Out of Closed Session**

President Robles-Solis reported that there was nothing to report out.

**A.10. Introduction of Newly Appointed Oxnard School District Administrator (DeGenna)**

The newly appointed Oxnard School District administrator was introduced to the Board of Trustees:

- Erin Gorospe, Accounting Manager/Internal Auditor

**A.11. Report Outlining the Support System and Resources for the Biliteracy Program (Fox/Cordes)**

Dr. Aracely Fox, Assistant Superintendent, Educational Services, introduced Allison Cordes, Director, Teaching & Learning and Victor Rodriguez, Teacher on Special Assignment, who provided information about the support system and resources for teachers in the district's Biliteracy Program.

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## **Section B: PUBLIC COMMENT/HEARINGS**

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

- Larry Stein re: test scores

### **B.2. Public Hearing - Appointment of Personnel Commissioner, Ernest Morrison (DeGenna/Torres/Fuentes)**

Dr. Ana DeGenna, Superintendent, conducted a public hearing for the Board of Trustees to appoint Mr. Ernest Morrison as their representative on the Personnel Commission for a three-year term beginning December 1, 2024.

Motion #24-39 Appointment of Personnel Commissioner, Ernest Morrison

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

### **B.3. Public Hearing to Present Findings of Sufficient Instructional Materials for 2024-2025 and Request for Adoption of Resolution #24-06 (Fox/Thomas)**

Dr. Aracely Fox, Assistant Superintendent, Educational Services, conducted a public hearing to present findings of sufficient instructional materials for 2024-2025 and request the Board's Adoption of Resolution #24-06.

Motion #24-40 Adoption of Resolution #24-06 re: Findings of Sufficient Instructional Materials for 2024-2025

Mover: Brian Melanephy

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

## **Section C: CONSENT AGENDA**

The consent agenda was approved as presented.

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

Motion #24-41 Approval of Consent Agenda as Presented

Mover: Monica Madrigal Lopez

Secunder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

**C.1. Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)**

For Danielle Jefferson (Director, Special Education), Allison Raigoza (Coordinator, Behavior), Kerry Roman (DHH Teacher), Tricia Gravel (SDC Teacher), Georgine Murillo (SDC Teacher), Courtney Morrison (DHH Teacher), Allison Shapiro (DHH Teacher), and Briseida Favela (SDC Teacher), to attend the Association of College Educators - Deaf & Hard of Hearing Conference, January 29-February 3, 2025 in Washington, DC, in the amount not to exceed \$2,100.00 per attendee, \$1,500.00 to be paid from OSSA Funds and the balance to be paid from Special Education Funds.

**C.2. Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)**

For Eric Beadle, Antonio Alvarez, Jessica Delgado, JuanCarlo Gutierrez, Joseph Flores, Robert Duenas, Brianna Gonzalez, and Josue Ordaz, School Psychologists, to attend the National Association of School Psychologists (NASP) Convention, February 18-22, 2025, in Seattle, WA, in the amount not to exceed \$1,500.00 per attendee, to be paid from OSSA Funds.

**C.3. Enrollment Report (Mitchell)**

As presented.

**C.4. Purchase Order/Draft Payment Report #24-03 (Mitchell/Reyes)**

As presented.

**C.5. Approval of the 2024-25 Quarterly Report on Williams Uniform Complaints, First Quarter (Torres)**

As presented.

**C.6. Establishment of Position (Torres/Fuentes)**

As presented.

**C.7. Personnel Actions (Torres/Fuentes)**

As presented.

**Section C: APPROVAL OF AGREEMENTS**

**C.8. Approval of Amendment No. 001 to Agreement No. 17-49 with Arcadis International Ltd.**

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

**(formerly known as IBI Group) to Provide Architectural Engineering Services for Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)**

For additional costs incurred in administering architectural and design services for the Rose Avenue School Elementary School Reconstruction Project, including services related to gaining City approval of the off-site improvements and utility connections, in the amount of \$264,892.00, to be paid out of Master Construct and Implementation Funds.

**C.9. Approval of Change Order #006 for Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

To provide City of Oxnard-requested underground utility installation measurements for permits to connect utilities to the new Rose Avenue School Elementary School Site, in the amount of \$72,758.00, to be paid out of Master Construct and Implementation Funds.

**C.10. Approval of Credit Change Order #003 for Agreement #22-238 with Viola Constructors for the Drifill Elementary School New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)**

To return to the Master Construct and Implementation Fund the amount of \$188,150.00, which had been inadvertently billed under the Construction Services Agreement.

**C.11. Approval of Agreement #24-129 – Art Trek, Inc. (Fox/Anguiano)**

To provide art lessons to students at Chavez School, October 17, 2024 through June 30, 2025, in the amount not to Exceed \$31,112.50, to be paid out of Title 1 Funds.

**C.12. Approval of Agreement #24-130 – Mindset Academy by SWEAT III (Fox/Fernandez)**

To provide enrichment programs and workshops designed to equip Elm students with tools and strategies for personal and academic development, October 17, 2024 through June 30, 2025, in the amount not to exceed \$19,450.00, to be paid out of Title III (\$9,450.00) and LCFF (\$10,000.00) Funds.

**C.13. Approval of Agreement #24-131 – San Diego County Superintendent of Schools (Fox/Cordes)**

To provide Professional Development for 7th and 8th grade world language middle school teachers during the 2024-2025 school year, October 17, 2024 through June 30, 2025, in the amount not to exceed \$24,500.00, to be paid out of Title III Funds.

**C.14. Approval of Agreement #24-132 – Alliant International University Inc. (Torres/Carroll)**

To allow students from Alliant International University Inc. to obtain suitable clinical experience through supervised teaching to students enrolled in psychology, school counseling, or teaching programs, October 17, 2024 through June 30, 2027, at no cost to Oxnard School District.

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

- C.15. Approval of Agreement #24-133, Pavement Engineering Inc. (Mitchell/Miller)**  
To provide engineering design and support, inspection, and contract administration services for pavement projects at Curren, Soria, Lemonwood, Marina West, McAuliffe, and San Miguel Schools, as well as at the Operations Center, October 17, 2024 through August 25, 2025, in the amount of \$140,400.00, to be paid out of the Deferred Maintenance Fund.
- C.16. Approval of Agreement #24-134 – Caldwell Flores Winters Inc. (Mitchell)**  
To provide consulting services to the Oxnard School District to assist in procuring State Aid funds for improvements to district facilities, December 1, 2024 through November 30, 2029, at a fee of 2 percent per application of the principal amount of any and all grants received.
- C.17. Approval of Agreement #24-135 with Tetra Tech to Provide CEQA Compliance Services for the Dr. Lopez Academy Reconstruction Project (Mitchell/Miller/CFW)**  
To provide CEQA Compliance Services for the Dr. Lopez Academy Reconstruction Project, October 17, 2024 through June 30, 2025, in the amount not to Exceed \$4,000.00, to be paid out of Enhanced Master Construct Program Funds.
- C.18. Approval of Agreement #24-136 with MNS Engineers, Inc. to Provide Surveying Services for the Dr. Lopez Academy Reconstruction Project (Mitchell/Miller/CFW)**  
To provide Surveying Services for the Dr. Lopez Academy Reconstruction Project, October 17, 2024 through June 30, 2025, in the amount of \$104,555.00, to be paid out of Enhanced Master Construct Program Funds.
- C.19. Approval of Agreement #24-137 with Universal Engineering Services to Provide Geotechnical Engineering Services for the Dr. Lopez Academy Reconstruction Project (Mitchell/Miller/CFW)**  
To provide Geotechnical Engineering Services for the Dr. Lopez Academy Reconstruction Project, October 17, 2024 through June 30, 2025, in the amount of \$27,900.00, to be paid out of Enhanced Master Construct Program Funds.
- C.20. Approval of Agreement #24-138 with Universal Engineering Services to Provide DTSC Compliance Services for the Dr. Lopez Academy Reconstruction Project (Mitchell/Miller/CFW)**  
To provide DTSC Compliance Services for the Dr. Lopez Academy Reconstruction Project, October 17, 2024 through June 30, 2025, in the amount of \$2,400.00 - to be paid out of Enhanced Master Construct Program funds.
- C.21. Approval of Agreement #24-139 with Kenco Construction Services, Inc. to Provide Inspector of Record (IOR) Services for the McAuliffe Elementary School Modernization Project (Mitchell/Miller/CFW)**  
To provide Inspector of Record (IOR) Services for the McAuliffe Elementary School Modernization Project, December 15, 2024 through August 31, 2026, in the amount of

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



\$150,000.00, to be paid out of Enhanced Master Construct Program Funds.

**C.22. Approval of Agreement #24-140 with Kenco Construction Services, Inc. to Provide Inspector of Record (IOR) Services for the Ritche Elementary School Modernization Project (Mitchell/Miller/CFW)**

To provide Inspector of Record (IOR) Services for the Ritche Elementary School Modernization Project, December 15, 2024 through August 31, 2026, in the amount of \$150,000.00, to be paid out of Enhanced Master Construct Program Funds.

**C.23. Selection of Architect of Record to Provide Architectural Engineering Services for the Lemonwood School Changing Room Project and Approval of Agreement #24-141 for Architectural Services with SVA Architects, Inc. for the Proposed Project Design (Mitchell/Miller/CFW)**

For Architectural Services with SVA Architects, Inc. for the proposed project design, in the amount of \$138,450.00, to be paid out of Enhanced Master Construct Program Funds.

**C.24. Selection of Architect of Record to Provide Architectural Engineering Services for the Marshall School Changing Room Project and Approval of Agreement #24-142 for Architectural Services with SVA Architects, Inc. for the Proposed Project Design (Mitchell/Miller/CFW)**

For Architectural Services with SVA Architects, Inc. for the proposed project design, in the amount of \$128,800.00, to be paid out of Enhanced Master Construct Program Funds.

**C.25. Approval of Construction Services Agreement #24-143 with Viola Constructors for the Modernization Project at McAuliffe Elementary School (Mitchell/Miller/CFW)**

To provide the Pre-Construction Services portion of the Construction Services Agreement for the McAuliffe Elementary School Modernization Project, October 17, 2024 through December 31, 2024, in the amount of \$17,310.00, to be paid out of Master Construct and Implementation Funds.

**C.26. Approval of Agreement #24-144, Franklin Covey Education (Fox)**

To provide Leading at the Speed of Trust training for Educational Services Staff on November 1, 2024, in the amount not to exceed \$12,836.11, to be paid out of Supplemental Concentration Funds.

**Section D: ACTION ITEMS**

**D.1. Approval of Speech Language Pathologist Permit Waiver for Liza Faught to serve as a Speech Therapist at Lemonwood School for the 2024-2025 School Year (Carroll)**

Dr. Scott Carroll, Director, Certificated Human Resources, recommended the Board's approval of a Speech Language Pathologist Permit Waiver for Liza Faught to serve as a Speech Therapist at Lemonwood School for the 2024-2025 School Year.

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

Motion #24-42 Approval of Speech Language Pathologist Permit Waiver for Liza Faught to serve as a Speech Therapist at Lemonwood School for the 2024-2025 School Year

Mover: Brian Melanephy

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

## **Section E: APPROVAL OF MINUTES**

### **E.1. Approval of Minutes (DeGenna)**

The Board approved the minutes of the August 7, 2024 Regular Meeting, the August 17, 2024 Special Meeting, the August 21, 2024 Regular Meeting, the September 4, 2024 Regular Meeting, and the September 18, 2024 Regular Meeting, as presented.

Motion #24-43 Approval of Minutes - August 7, 2024 Regular Meeting, August 17, 2024 Special Meeting, August 21, 2024 Regular Meeting, September 4, 2024 Regular Meeting, September 18, 2024 Regular Meeting

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

## **Section G: CONCLUSION**

### **G.1. Superintendent's Report (3 minutes)**

Ana DeGenna

- CSUCI Visit to OSD October 8
- Site Visit to Lopez Academy October 9
- Kermés Lunch with Kamala Families October 14
- Wellness Wednesdays at Fremont October 16
- OSD Student Profile
- Oxnard College Collaboration - Dr. Roberto Gonzalez October 4
- Tea con Limón October 7
- Special Oxnard City Council Meeting - Paving the Pathways for Oxnard's Future October 8
- Week of the School Administrator October 13-19
- Professional Development Day October 14

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- Administrator Team Building - Bowling October 15

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

MaryAnn Rodriguez

- thank you to Brekke for presenting
- reminder to get out and volunteer, if you can

Monica Madrigal Lopez

- thank you to Brekke for presenting
- attended Special City Council meeting re: the future of our youth
- thank you to teachers, staff, and administrators for everything they do every day

Rose Gonzales

- thank you to Brekke for presenting - appreciates their partnership with nearby schools
- welcome to new administrator
- enjoyed attending Kamala Kermés

Brian Melanephy

- shared positive experience re: communication from daughter's teacher - moments that matter
- Mr. Blevins and Kamala team - actions

Veronica Robles-Solis

- thank you to Brekke for presentation
- looking forward to upcoming Trunk or Treat/Dia de Los Muertos events

## **G.3. ADJOURNMENT**

President Robles-Solis adjourned the meeting at 8:02 p.m.

Motion to adjourn

Mover: Brian Melanephy

Seconder: MaryAnn Rodriguez

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this 20<sup>th</sup> day of November, 2024, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of October 16, 2024, on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading to BP/AR 5113 Absences And Excuses (Fox/Nocero)**

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The BP/AR 5113 Absences And Excuses has been updated based on recommendations by CSBA (California School Board Association). New language is highlighted. Deleted language is indicated by strikethrough. The revised policies will be presented for a second reading and adoption at the December 18, 2024 Regular Board Meeting.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Pupil Services that the Board of Trustees receive the revision to BP/AR 5113 Absences And Excuses for first reading, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [OSD Regulation 5113\\_updated 10.8.24\\_7 pages.pdf](#)  
[OSD Policy 5113\\_updated 10.8.24\\_4 pages.pdf](#)

**Regulation 5113: Absences And Excuses**

**Status:** ADOPTED

**Original Adopted Date:** 11/02/2011 | **Last Revised Date:** 06/21/2023 | **Last Reviewed Date:** 06/21/2023

With updates 10.8.24

**Excused Absences**

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

1. Personal illness, including absence for the benefit of the student's mental or behavioral health. (Education Code 48205)
2. Quarantine under the direction of a county or city health officer (Education Code 48205)
3. Medical, dental, optometrical, or chiropractic service or appointment (Education Code 48205)
4. Attendance at funeral services for a member of the student's immediate family or grieving the death of a member of the student's immediate family or, as determined by the student's parent/guardian, a person so closely associated with the student as to be considered the student's immediate family. (Education Code 48205)

~~Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state.~~ A student may be excused for this reason for up to five days for each incident. (Education Code 48205)

5. Jury duty in the manner provided by law (Education Code 48205)
6. Illness or medical appointment of a child to whom the student is the custodial parent (Education Code 48205)
7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)
  - a. Appearance in court
  - b. Attendance at a funeral service
  - c. Observation of a religious holiday or ceremony
  - d. Attendance at religious retreats for ~~not more than four hours per semester~~ no more than one school day per semester
  - e. Attendance at an employment conference
  - f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)
9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)

Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

10. Attendance at a student's naturalization ceremony to become a United States citizen (Education Code 48205)
11. Participation in cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people. (Education Code 48205)
12. For a middle school or high school student, engagement in a civic or political event, provided that the student notifies the school ahead of the absence. Unless otherwise permitted by the Superintendent or designee, students shall be limited to one such school day-long absence per school year. (Education Code 48205)

13. When a student's immediate family member or, as determined by the student's parent/guardian, a person so closely associated with the student as to be considered the student's immediate family has died: (Education Code 48205)

- a. To access services from a victim services organization or agency
- b. To access grief support services
- c. To participate in safety planning or take other actions, including, but not limited to, temporary or permanent relocation, to increase the safety of the student, an immediate family member of the student, or a person determined by the student's parent/guardian to be in such close association with the student as to be considered immediate family.

Such absence shall be excused for not more than three days for each incident. (Education Code 48205)

14. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school property as designated by the religious group, church or demonization. (Education Code 46014)

Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not excused from school for this purpose on more than four days per school month. (Education Code 46014)

15. ~~Work in the entertainment or allied industry. (Education Code 48225.5)~~

~~Work for a student who holds a work permit authorizing work in the entertainment or allied industries for a period of not more than five consecutive days. For this purpose, student absence shall be excused for a maximum of up to five absences per school year. For a~~

student who holds a work permit authorizing work in the entertainment or allied industries for a period of not more than five consecutive days, work in such industry (Education Code 48225.5)

16. Participation with a nonprofit performing arts organization in a performance for a public school audience. (Education Code 48225.5)

A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

17. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances. (Education Code 48205, 48260)

For the purpose of the absences described above, immediate family means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

### **Method of Verification**

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the minor, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. Written, ~~note, fax, or email, or voicemail~~ digital, or audio message from parent/guardian or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative.

The employee shall subsequently record the following:

- a. Name of student
  - b. Name of parent/guardian or parent representative
  - c. Name of verifying employee
  - d. Date(s) of absence
  - e. Reason for absence
3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in item #2



above.

4. Physician's verification.
  - a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.
  - b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.

## Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)
2. Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)
3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205. (Education Code 48980)

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### Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

| State                  | Description   |
|------------------------|---|
| 5 CCR 306              | Explanation of absence  |
| 5 CCR 420-424          | Record of verification of absence due to illness and other causes |
| Ed. Code 1740          | <a href="#">Employment of personnel to supervise attendance</a>   |
| Ed. Code 37201         | <a href="#">School month</a>                                      |
| Ed. Code 37223         | <a href="#">Weekend classes</a>                                   |
| Ed. Code 41601         | <a href="#">Reports of average daily attendance</a>               |
| Ed. Code 42238-42250.1 | <a href="#">Apportionments</a>                                    |
| Ed. Code 46000         | <a href="#">Attendance records</a>                                |
| Ed. Code 46010-46015   | <a href="#">Absences</a>  |

|                             |  |
|-----------------------------|--|
| Ed. Code 46110-46120        | <a href="#">Attendance in kindergarten and elementary schools</a>  |
| Ed. Code 46140-46148        | <a href="#">Attendance in junior high and high schools</a>   |
| Ed. Code 48200-48208        | <a href="#">Children ages 6-18; compulsory full-time attendance</a>  |
| Ed. Code 48210-48216        | <a href="#">Exclusions from attendance</a>   |
| Ed. Code 48225.5            | <a href="#">Work permit; excused absence; entertainment or allied industries; participation in not-for-profit performing arts organization</a> |
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| Ed. Code 48320-48324        | <a href="#">School attendance review boards</a>  |
| Ed. Code 48340-48341        | <a href="#">Improvement of student attendance</a>  |
| Ed. Code 48980              | <a href="#">Parent/Guardian notifications</a>  |
| Ed. Code 49067              | <a href="#">Unexcused absences as cause of failing grade</a>   |
| Ed. Code 49701              | <a href="#">Provisions of the Interstate Compact on Educational Opportunities for Military Children</a>  |
| Elec. Code 12302            | <a href="#">Student participation on precinct boards</a>   |
| Fam. Code 6920-6930         | <a href="#">Consent by minor for medical treatment</a>   |
| W&I Code 11253.5            | <a href="#">Compulsory school attendance; eligibility for aid</a>  |
| W&I Code 601-601.5          | <a href="#">Habitually truant minors</a>   |
| <b>Management Resources</b> | <b>Description</b>   |
| Attorney General Opinion    | 66 Ops.Cal.Atty.Gen. 244 (1983)  |
| Attorney General Opinion    | 87 Ops.Cal.Atty.Gen. 168 (2004)  |
| Court Decision              | American Academy of Pediatrics et al v. Lungren et al (1997)<br>16 Cal.4th 307   |
| CSBA Publication            | <a href="#">Seize the Data: Using Chronic Absence Data to Drive Student Engagement, March 2024</a>   |
| Website                     | <a href="#">CSBA District and County Office of Education Legal Services</a>  |
| Website                     | <a href="#">CSBA</a>   |

## Cross References

| <b>Code</b> | <b>Description</b>   |
|-------------|--|
| 0450        | <a href="#">Comprehensive Safety Plan</a>                  |
| 0450        | <a href="#">Comprehensive Safety Plan</a>                  |
| 3516        | <a href="#">Emergencies And Disaster Preparedness Plan</a> |

|                 |   |
|-----------------|---|
| 3516            | <a href="#">Emergencies And Disaster Preparedness Plan</a>                |
| 4119.41         | <a href="#">Employees With Infectious Disease</a>                         |
| 4219.41         | <a href="#">Employees With Infectious Disease</a>                         |
| 4319.41         | <a href="#">Employees With Infectious Disease</a>                         |
| 5000            | <a href="#">Concepts And Roles</a>  |
| 5020            | <a href="#">Parent Rights And Responsibilities</a>                        |
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| 5112.1          | <a href="#">Exemptions From Attendance</a>                                |
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| 5112.2          | <a href="#">Exclusions From Attendance</a>                                |
| 5112.5          | <a href="#">Open/Closed Campus</a>  |
| 5121            | <a href="#">Grades/Evaluation Of Student Achievement</a>                  |
| 5121            | <a href="#">Grades/Evaluation Of Student Achievement</a>                  |
| 5131            | <a href="#">Conduct</a>   |
| 5131.4          | <a href="#">Student Disturbances</a>                                      |
| 5131.4          | <a href="#">Student Disturbances</a>                                      |
| 5141.21         | <a href="#">Administering Medication And Monitoring Health Conditions</a> |
| 5141.21         | <a href="#">Administering Medication And Monitoring Health Conditions</a> |
| 5141.22         | <a href="#">Infectious Diseases</a>                                       |
| 5141.33         | <a href="#">Head Lice</a>   |
| 5144.1          | <a href="#">Suspension And Expulsion/Due Process</a>                      |
| 5144.1          | <a href="#">Suspension And Expulsion/Due Process</a>                      |
| 5145.6          | <a href="#">Parent/Guardian Notifications</a>                             |
| 5145.6-E PDF(1) | <a href="#">Parent/Guardian Notifications</a>                             |
| 5146            | <a href="#">Married/Pregnant/Parenting Students</a>                       |
| 5146            | <a href="#">Married/Pregnant/Parenting Students</a>                       |
| 5147            | <a href="#">Dropout Prevention</a>  |
| 6020            | <a href="#">Parent Involvement</a>  |
| 6020            | <a href="#">Parent Involvement</a>  |
| 6111            | <a href="#">School Calendar</a>   |
| 6112            | <a href="#">School Day</a>  |
| 6112            | <a href="#">School Day</a>  |
| 6141.2          | <a href="#">Recognition Of Religious Beliefs And Customs</a>              |

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|--------|---|
| 6141.2 | <a href="#"><u>Recognition Of Religious Beliefs And Customs</u></a> |
| 6145   | <a href="#"><u>Extracurricular And Cocurricular Activities</u></a>  |
| 6145   | <a href="#"><u>Extracurricular And Cocurricular Activities</u></a>  |
| 6154   | <a href="#"><u>Homework/Makeup Work</u></a>                         |
| 6154   | <a href="#"><u>Homework/Makeup Work</u></a>                         |
| 6158   | <a href="#"><u>Independent Study</u></a>                            |
| 6158   | <a href="#"><u>Independent Study</u></a>                            |
| 6164.2 | <a href="#"><u>Guidance/Counseling Services</u></a>                 |
| 6164.2 | <a href="#"><u>Guidance/Counseling Services</u></a>                 |
| 6173.2 | <a href="#"><u>Education Of Children Of Military Families</u></a>   |
| 6173.2 | <a href="#"><u>Education Of Children Of Military Families</u></a>   |
| 6176   | <a href="#"><u>Weekend/Saturday Classes</u></a>                     |
| 6176   | <a href="#"><u>Weekend/Saturday Classes</u></a>                     |
| 6183   | <a href="#"><u>Home And Hospital Instruction</u></a>                |

**Policy 5113: Absences And Excuses**

**Status:** ADOPTED

**Original Adopted Date:** 11/02/2011 | **Last Revised Date:** 08/22/2018 | **Last Reviewed Date:** 08/22/2018

Updated 10.8.24

The Board of Trustees believes that regular attendance plays an important role in student achievement. The Board shall work with parents/guardians and students to ensure their compliance with all state attendance laws and may use appropriate legal means to correct problems of chronic absence or truancy.

In accordance with law, Board policy, and administrative regulation, An absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as permitted by law, Board policy and administrative regulations specified in Education Code 48205, and work in the entertainment or allied industry as permitted pursuant to Education Code 48225.5. (Education Code 48205)

When a student's absence from school is excused, the student's teacher shall determine identical or reasonably equivalent assignments and tests to those missed during the absence which the student shall be permitted to complete for full credit within a reasonable amount of time as determined by the teacher. (Education Code 48205, 48225.5)

Inasmuch as class participation is an integral part of to students' learning experiences, parents/guardians and students shall be encouraged to schedule medical and other appointments during non-school hours.

Students shall not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency. ~~Students in grades 7-8 shall not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency or confidential medical appointment.~~ or, as authorized pursuant to Education Code 46010.1, for a confidential medical appointment.

Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to law and administrative regulations. (Education Code 46014)

The Board shall, by resolution entered into its minutes, approve reasonable methods that may be used to verify student absences due to illness or quarantine. (5 CCR 421)

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**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State**

5 CCR 306

**Description**

Explanation of absence

5 CCR 420-424

Record of verification of absence due to illness and other causes

|                             |  |
|-----------------------------|--|
| Ed. Code 1740               | <a href="#">Employment of personnel to supervise attendance</a>  |
| Ed. Code 37201              | <a href="#">School month</a>   |
| Ed. Code 37223              | <a href="#">Weekend classes</a>  |
| Ed. Code 41601              | <a href="#">Reports of average daily attendance</a>  |
| Ed. Code 42238-42250.1      | <a href="#">Apportionments</a>   |
| Ed. Code 46000              | <a href="#">Attendance records</a>   |
| Ed. Code 46010-46015        | <a href="#">Absences</a>   |
| Ed. Code 46110-46120        | <a href="#">Attendance in kindergarten and elementary schools</a>  |
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| 5145.6-E PDF(1) | <a href="#">Parent/Guardian Notifications</a>                             |
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|--------|---|
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| 6020   | <a href="#"><u>Parent Involvement</u></a>                           |
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| 6183   | <a href="#"><u>Home And Hospital Instruction</u></a>                |



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section F: Board Policies, First Reading

**First Reading to BP/AR 5141.21 Administering Medication and Monitoring Health Conditions (Fox/Nocero)**

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The BP/AR 5141.21 Administering Medication and Monitoring Health Conditions has been updated based on recommendations by CSBA (California School Board Association). New language is highlighted. Deleted language is indicated by strikethrough. The revised policies will be presented for a second reading and adoption at the December 18, 2024 Regular Board Meeting.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Pupil Services that the Board of Trustees receive the revision BP/AR 5141.21 Administering Medication and Monitoring Health Conditions for first reading, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [AR 5141.21 Administering Medication & Monitoring \(7 pages\).pdf](#)  
[BP 5141.21 Administering Medication & Monitoring \(15 pages\).pdf](#)

**Regulation 5141.21: Administering Medication And Monitoring Health Conditions**

Status: ADOPTED

Original Adopted Date: 09/24/2019 | Last Revised Date: 08/23/2017

**Definitions**

*Authorized health care provider* means an individual who is licensed by the State of California to prescribe or order medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

*Other designated school personnel* means any individual employed by the district, including a nonmedical school employee, who has volunteered or consented to administer medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601, 621)

*Medication* may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

*Epinephrine auto-injector* means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction. (Education Code 49414)

*Anaphylaxis* means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

*Opioid antagonist* means naloxone hydrochloride or another drug approved by the federal Food and Drug Administration that, when administered, negates or neutralizes in whole or in part the pharmacological effects of an opioid in the body and that has been approved for the treatment of an opioid overdose. (Education Code 49414.3)

*Albuterol* means a bronchodilator used to open the airways by relaxing the muscles around the bronchial tubes. (Education Code 49414.7)

*Inhaler* means a device used for the delivery of prescribed asthma medication that is inhaled. (Education Code 49414.7)

~~(cf. 5141.23 – Asthma Management)~~

~~(cf. 5141.27 – Food Allergies/Special Dietary Needs)~~

**Notifications to Parents/Guardians**

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side

effects, omission, or overdose.

When a student requires medication during the school day in order to participate in the educational program, the Superintendent or designee shall, as appropriate, inform the student's parents/guardians that the student may qualify for services or accommodations pursuant to the Individuals with Disabilities Education Act (20 USC 1400-1482) or Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794).

~~(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education) (cf. 6164.6 – Identification and Education Under Section 504)~~

## **Parent/Guardian Responsibilities**

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:

1. ~~Providing~~ **Submitting** parent/guardian and authorized health care provider written statements each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49423, 49423.1; 5 CCR 600, 626)
2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician and updating the information when needed. (Education Code 49480)
3. Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. (5 CCR 606)

## **Parent/Guardian Statement**

When district employees are to administer medication to a student, the parent/guardian's written statement shall:

1. Identify the student
2. Grant permission for an authorized district representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the health care provider's written statement or any other questions that may arise with regard to the medication
3. Contain an acknowledgment that the parent/guardian understands how district employees will administer the medication or otherwise assist the student in its administration
4. Contain an acknowledgment that the parent/guardian understands his/her responsibilities to ~~enable district employees to administer or otherwise assist the student in the administration of medication, including, but not limited to, the parent/guardian's responsibility to~~ provide a written statement from the authorized health care provider, to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment
5. Contain an acknowledgment that the parent/guardian understands that he/she may terminate the consent for the administration of the medication or for otherwise assisting the student in the administration of medication at any time

In addition to the requirements in items #1-5 above, if a parent/guardian has requested that his/her child be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

1. Consent to the self-administration
2. Release the district and school personnel from civil liability if the student suffers an adverse

reaction as a result of self-administering the medication

In addition to the requirements in items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to his/her child, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation
2. That the individual is permitted to be on the school site
3. Any limitations on the individual's authority

### **Health Care Provider Statement**

When any district employee is to administer prescribed medication to a student, or when a student is to be allowed to carry and self-administer prescribed medication during school hours, the authorized health care provider's written statement shall include:

1. Clear identification of the student (Education Code 49423, 49423.1; 5 CCR 602)
2. The name of the medication (Education Code 49423, 49423.1; 5 CCR 602)
3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49423, 49423.1; 5 CCR 602)
4. If a parent/guardian has requested that his/her child be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code 49414.5, 49423, 49423.1; 5 CCR 602)
5. For medication that is to be administered by unlicensed personnel, confirmation by the student's health care provider that the medication may safely and appropriately be administered by unlicensed personnel (Education Code 49423, 49423.1; 5 CCR 602)
6. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation
7. Possible side effects of the medication
8. Name, address, telephone number, and signature of the student's authorized health care provider

For self-administration of inhaled asthma medication, the district shall accept a written statement from a physician or surgeon contracted with a health plan licensed pursuant to Health and Safety Code 1351.2. Such written statement shall be in English and Spanish and shall include the name and contact information for the physician or surgeon. (Education Code 49423.1)

### **District Responsibilities**

The Superintendent or designee shall ensure that any unlicensed school personnel authorized to administer medication to a student receives appropriate training from the school nurse or other qualified medical personnel.

The school nurse or other designated school personnel shall:

1. Administer or assist in administering medication in accordance with the authorized health care provider's written statement
2. Accept delivery of medications from parents/guardians and count and record them upon receipt
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medication, and note on the list the type of medication and the times and dosage to be administered.
4. Maintain for each student a medication log which may:
  - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the authorized health care provider's name and contact information

- b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication
- 5. Maintain for each student a medication record which may include the authorized health care provider's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student
- 6. Ensure that student confidentiality is appropriately maintained (cf. 5125 - Student Records)
- 7. Coordinate and, as appropriate, ensure the administration of medication during field trips and other school-related activities

~~(cf. 5148.2 - Before/After School Programs) (cf. 6145.2 - Athletic Competition)~~

~~(cf. 6153 - School Sponsored Trips)~~

- 8. Report to a student's parent/guardian and the site administrator any refusal by the student to take his/her **the** medication
- 9. Keep all medication to be administered by the district in a locked drawer or cabinet
- 10. As needed, communicate with a student's authorized health care provider and/or pharmacist regarding the medication and its effects
- 11. Counsel other designated school personnel regarding the possible effects of a medication on a student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose
- 12. Ensure that any unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances
- 13. In the event of a medical emergency requiring administration of medication, provide immediate medical assistance directly observe the student following the administration of medication, contact the student's parent/guardian, and determine whether the student should return to class, rest in the school office, or receive further medical assistance,
- 14. Report to the site administrator, the student's parent/guardian, and, if necessary, the student's authorized health care provider any instance when a medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement

### **Emergency Epinephrine Auto-Injectors and Emergency Albuterol Inhalers**

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other employees who have volunteered to administer them in an emergency and have received training. The school nurse, or **when a school nurse or physician is unavailable, a trained** volunteer employee ~~when a school nurse or physician is unavailable,~~ may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. **A trained volunteer may include the holder of an Activity Supervisor Clearance Certificate who has specified training.** (Education Code 49414)

**Additionally, the Superintendent or designee may make emergency stock albuterol inhalers available to school nurses and trained personnel who have volunteered to be used to provide medical aid to person(s) suffering, or reasonably believed to be suffering, from respiratory distress.** (Education Code 49414.7)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injectors **and/or albuterol inhalers for emergency aid to individuals exhibiting signs of anaphylaxis reaction or respiratory distress.** **Such notice shall also describe** ~~and describing~~ the training that the volunteers will receive. (Education Code 49414, 49414.7)

~~(cf. 4112.9/4212.9/4312.9 - Employee Notifications)~~

The principal or designee at each school may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person

designated by a physician and surgeon authorized pursuant to Education Code 49414 or 49414.7, and shall be based on the standards developed by the Superintendent of Public Instruction (SPI). Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414, 49414.7)

~~(cf. 4131—Staff Development) (cf. 4231—Staff Development) (cf. 4331—Staff Development)~~

A school nurse or other qualified supervisor of health, or a district administrator if the district does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors or stock albuterol inhalers for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. (Education Code 49414, 49414.7)

Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

The district shall store emergency epinephrine auto-injectors and stock albuterol inhalers in an accessible location, and shall specify such location in annual notices to staff.

If an epinephrine auto-injector either medication is used, the school nurse or other qualified supervisor of health shall restock the epinephrine auto-injector medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors all medications shall be restocked before their expiration date. (Education Code 49414, 49414.7)

Any volunteer or trained personnel who administers either medication shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials retained by the school. (Education Code 49414, 49414.7)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in his/her personnel file. (Education Code 49414, 49414.7)

~~(cf. 4112.6/4212.6/4312.6—Personnel Files)~~

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414, or 49414.7 including, but not limited to, the acceptance of epinephrine auto-injectors and/or emergency albuterol inhalers from a manufacturer or wholesaler. (Education Code 49414, 49414.7)

~~(cf. 3290—Gifts, Grants and Bequests)~~

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

~~(cf. 3580—District Records)~~

## **Emergency Medication for Opioid Overdose**

The district may elect to make emergency naloxone hydrochloride or another opioid antagonist available at schools for the purpose of providing emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. In determining whether to make this medication available, the Superintendent or designee shall evaluate the emergency medical response time to the school and determine whether initiating emergency medical services is an acceptable alternative to providing an opioid antagonist and training personnel to administer the medication. (Education Code 49414.3)

Additionally, if the district accepts emergency naloxone hydrochloride or another opioid antagonist from the county office of education (COE), the Superintendent or designee shall maintain at least two units of the medication at each district middle, junior high, high, and adult school. (Education Code 49414.8)

When available at the school site, the school nurse shall provide emergency naloxone hydrochloride or another opioid antagonist for emergency medical aid to any person exhibiting potentially life-threatening symptoms of an opioid overdose at school or a school activity. Other designated personnel who have volunteered and have received training may administer such medication when a school nurse or physician is unavailable and shall only administer the medication by nasal spray or auto-injector. (Education Code 49414.3)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer naloxone hydrochloride or another opioid antagonist, describing the training that the volunteer will receive, and explaining the right of the volunteer to rescind the offer to volunteer at any time, including after receiving training. The notice shall also include a statement that no benefit will be granted to or withheld from any employee based on the offer to volunteer and that there will be no retaliation against any employee for rescinding the offer to volunteer. (Education Code 49414.3)

The principal or designee shall designate two or more volunteer employees to receive initial and annual refresher training, based on standards adopted by the SPI, regarding the storage and emergency use of naloxone hydrochloride or another opioid antagonist. The training shall be provided at no cost to the employee, conducted during regular working hours, and be provided by a school nurse or other qualified person designated by an authorizing physician and surgeon. Written materials provided during the training shall be retained at the school for reference. (Education Code 49414.3, 49414.8)

Each volunteer shall meet the minimum standards of training for the administration of an emergency opioid antagonist as specified in Education Code 49414.3 or shall have undergone opioid overdose prevention and treatment training and reviewed material available on the California Department of Public Health's website. (Education Code 49414.8)

Any prescription for naloxone hydrochloride or another opioid antagonist shall be obtained by a school nurse, other qualified supervisor of health, or, if the district does not have a qualified supervisor of health, a district administrator from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or manufacturers. (Education Code 49414.3)

If the medication is used, the school nurse, other qualified supervisor of health, or district administrator, as applicable, shall restock the medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, the medication shall be restocked before its expiration date. (Education Code 49414.3, 49414.8)

Employees and volunteers that render emergency treatment at the scene of an opioid overdose or suspected opioid overdose by administering an opioid antagonist shall not be liable for civil damages resulting from an act or omission, unless such act constitutes gross negligence or willful or wanton misconduct. (Health and Safety Code 1799.113)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering naloxone hydrochloride or another opioid antagonist for emergency aid shall be provided to each volunteer in writing and retained in the employee's personnel file. (Education Code 49414.3)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414.3, including, but not limited to, the acceptance of the naloxone hydrochloride or another opioid antagonist from a COE, manufacturer, or wholesaler. (Education Code 49414.3)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of naloxone hydrochloride or another opioid antagonist for a period of three years from the date the records were created. (Business and Professions Code 4119.8)

## Anti-Seizure Medication

A school nurse or, if a school nurse is not onsite or available, a volunteer designated by the district may administer emergency anti-seizure medication to a student diagnosed with seizures, a seizure disorder, or epilepsy who has been prescribed such medication from the student's health care provider and is suffering from a seizure. (Education Code 49468.2)

Upon receipt of a request from the parent/guardian of a student diagnosed with seizures, a seizure disorder, or epilepsy who has been prescribed emergency anti-seizure medication, the Superintendent or designee may designate one or more volunteer(s) at the student's school to receive initial and annual refresher training regarding the emergency use of anti-seizure medication. (Education Code 49468.2)

In order to solicit volunteers, the district shall distribute a notice at least once, but no more than two times per school year, to all staff that includes the following information: (Education Code 49468.2)

1. A description of the volunteer request stating that the request is for volunteers to be trained to recognize and respond to seizures, including training to administer emergency anti-seizure medication to a student diagnosed with seizures, a seizure disorder, or epilepsy if the student is suffering from a seizure
2. A description of the training that the volunteer will receive
3. The right of an employee to rescind the offer to volunteer
4. A statement that there will be no retaliation against any individual for rescinding the offer to volunteer, including after receiving training

A volunteer may rescind the offer to administer emergency anti-seizure medication at any time, including after receipt of training. (Education Code 49468.2)

If a volunteer rescinds the offer to volunteer or is no longer able to act as a volunteer for any reason, or if the placement of a student changes and the student no longer has access to a trained volunteer, the district may distribute an additional two notices per school year to all staff. (Education Code 49468.2)

Volunteer employees shall receive initial and annual refresher training, based on standards adopted by the SPI, regarding the recognition and response to seizures and the administration of emergency anti-seizure medication. The training shall be provided at no cost to the employee, conducted during regular working hours, and be provided by a school nurse or other qualified person designated by an authorizing physician and surgeon. Written materials provided during the training shall be retained at the school for reference. (Education Code 49468.2)

Before administering emergency anti-seizure medication or therapy prescribed to treat seizures in a student diagnosed with seizures, a seizure disorder, or epilepsy, the district shall obtain from the student's parent/guardian a seizure action plan as specified in Education Code 49468.3. The school or district nurse shall collaborate with the parent/guardian of each student diagnosed with seizures, a seizure disorder, or epilepsy in the development of a plan if the student does not have an individualized education plan or Section 504 plan. (Education Code 49468.3)

If the school obtains written consent from the student's parent/guardian, in accordance with 34 CFR 99.30, the seizure action plan shall be distributed to any school staff or volunteers responsible for the supervision or care of the student. (Education Code 49468.3)

Upon receipt of a request from a parent/guardian of a student diagnosed with seizure, a seizure disorder, or epilepsy, the district shall notify the parent/guardian that the student may qualify for services or accommodations pursuant to Section 504 of the federal Rehabilitation Act of 1973 or an individualized education program and shall assist the parent/guardian with the exploration of that option. (Education Code 49468.2)



Additionally, if there are no volunteers at the student's school, the Superintendent or designee shall notify the student's parent/guardian of the student's right to be assessed for services and accommodations guaranteed under Section 504 of the federal Rehabilitation Act of 1973 and the federal Individuals with Disabilities Education Act, and may ask the parent/guardian to sign such notices. (Education Code 49468.2)

The principal or designee shall notify the school nurse assigned to the school, or if a school nurse is not assigned to the school or district, the Superintendent or designee, if an employee administers an emergency anti-seizure medication. (Education Code 49468.3)

The notification described above and the seizure action plan shall be kept on file in the office of the school nurse or a school administrator, in compliance with all applicable state and federal privacy laws. (Education Code 49468.3)

The district shall provide volunteers defense and indemnification for any and all civil liability, with information stating such being provided to the volunteer in writing and retained in the volunteer's personnel file. (Education Code 49468.5)

Trained volunteers who administer emergency anti-seizure medication or medication prescribed for seizure disorder symptoms to a student diagnosed with seizures, a seizure disorder, or epilepsy who appears to be experiencing a seizure shall not be subject to professional review, be liable in a civil action, or be subject to criminal prosecution for acts or omissions in administering the emergency anti-seizure medication. (Education Code 49468.5)

## Policy OXNARD SCHOOL DISTRICT

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Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### State Description

5 CCR 600-611 Administering medication to students

Bus. Code 2700-2837 Nursing

Bus. Code 3500-3546 Physician assistants

Bus. Code 4119.2 Acquisition of epinephrine auto-injectors

Bus. Code 4119.8 Acquisition of naloxone hydrochloride or another opioid antagonist

Ed. Code 48980 Parent/Guardian notifications

Ed. Code 49407 Liability for treatment

Ed. Code 49408 Student emergency information

Ed. Code 49414 Emergency epinephrine auto-injectors

Ed. Code 49414.3 Emergency medical assistance; administration of medication for opioid overdose

Ed. Code 49414.5 Providing school personnel with voluntary emergency training

Ed. Code 49422-49427 Employment of medical personnel

Ed. Code 49423 Administration of prescribed medication for student

Ed. Code 49423.1 Inhaled asthma medication

Ed. Code 49480 Continuing medication regimen; notice

H&S Code 11362.7-11362.85 Medicinal cannabis

### Federal Description

20 USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 1400-1482 Individuals with Disabilities Education Act  
21 USC 812 Schedule of controlled substances  
21 USC 844 Penalties for possession of controlled substance  
29 USC 794 Rehabilitation Act of 1973; Section 504  
Management Resources Description  
American Diabetes Association  
Publication  
Glucagon Training Standards for School Personnel:  
Providing Emergency Medical Assistance to Pupils with  
Diabetes, May 2006  
American Diabetes Association  
Publication  
Legal Advisory on Rights of Students with Diabetes in  
California's K-12 Public Schools, August 2007  
American Diabetes Association  
Publication  
Program Advisory on Medication Administration, 2005  
American Diabetes Association  
Publication  
Training Standards for the Administration of  
Epinephrine Auto-Injectors, rev. 2015  
Court Decision American Nurses Association v. Torlakson, (2013) 57  
Cal.4th 570  
National Diabetes Education Program  
Publication  
Helping the Student with Diabetes Succeed: A Guide  
for School Personnel, June 2003  
Website [CSBA District and County Office of Education Legal  
Services](#)  
Website [National Diabetes Education Program](#)  
Website [U.S. Department of Health and Human Services,  
National Institutes of Health, Blood Institute, asthma  
information](#)  
Website [American Diabetes Association](#)  
Website [California Department of Education, Health Services  
and School Nursing](#)  
Website [CSBA](#)  
Cross References  
Code Description  
4119.43 [Universal Precautions](#)  
4119.43 [Universal Precautions](#)  
4131 [Staff Development](#)  
4131 [Staff Development](#)  
4219.43 [Universal Precautions](#)  
4219.43 [Universal Precautions](#)  
4231 [Staff Development](#)  
4319.43 [Universal Precautions](#)  
4319.43 [Universal Precautions](#)  
5022 [Student And Family Privacy Rights](#)  
5022 [Student And Family Privacy Rights](#)  
5113 [Absences And Excuses](#)

5113 Absences And Excuses  
 5113.1 Chronic Absence And Truancy  
 5113.1 Chronic Absence And Truancy  
 5125 Student Records  
 5125 Student Records  
 5131.62 Tobacco  
 5131.62 Tobacco  
 5141 Health Care And Emergencies  
 5141 Health Care And Emergencies  
 5141.22 Infectious Diseases  
 5141.22 Infectious Diseases  
 5141.23 Asthma Management  
 5141.23 Asthma Management  
 5141.24 Specialized Health Care Services  
 5141.27 Food Allergies/Special Dietary Needs  
 5141.27 Food Allergies/Special Dietary Needs  
 5141.6 School Health Services  
 5141.6 School Health Services  
 5145.6 Parent/Guardian Notifications  
 5145.6-E PDF(1) Parent/Guardian Notifications  
 5148.2 Before/After School Programs  
 5148.2 Before/After School Programs  
 6142.8 Comprehensive Health Education  
 6142.8 Comprehensive Health Education  
 6145.2 Athletic Competition  
 6145.2 Athletic Competition  
 6163.2 Animals At School  
 6163.2 Animals At School  
 6164.6 Identification And Education Under Section 504  
 6164.6 Identification And Education Under Section 504

| State References | Description  |
|------------------|--|
| 5 CCR 600-611    | Administering medication to  |
| Bus. Code 2700-  | students Nursing-<br><a href="https://simbli.eboardsolutions.com/SU/uCzErklfpGgLI9HTTI6yxg==">https://simbli.eboardsolutions.com/SU/uCzErklfpGgLI9HTTI6yxg==</a>   |
| Bus. Code 3500-  | Physician assistants—<br><a href="https://simbli.eboardsolutions.com/SU/DVwu5arEKuyPdOB2YXapIusEw==">https://simbli.eboardsolutions.com/SU/DVwu5arEKuyPdOB2YXapIusEw==</a>   |
| Bus. Code 4119.2 | Acquisition of epinephrine auto-injectors—<br><a href="https://simbli.eboardsolutions.com/SU/vO6toOi4tTtDRslshrrJcMwIQ==">https://simbli.eboardsolutions.com/SU/vO6toOi4tTtDRslshrrJcMwIQ==</a>                    |
| Bus. Code 4119.8 | Acquisition of naloxone hydrochloride or another opioid antagonist—<br><a href="https://simbli.eboardsolutions.com/SU/DmZMuG277jOaQCVyhEgx8w==">https://simbli.eboardsolutions.com/SU/DmZMuG277jOaQCVyhEgx8w==</a> |
| Ed. Code         | Parent/Guardian notifications—<br><a href="https://simbli.eboardsolutions.com/SU/cpMsBKX1tOwUiWgEwSKp5g==">https://simbli.eboardsolutions.com/SU/cpMsBKX1tOwUiWgEwSKp5g==</a>                                      |
| Ed. Code         | Liability for treatment—<br><a href="https://simbli.eboardsolutions.com/SU/QELIBZw6v6vivoouslshr4O3A==">https://simbli.eboardsolutions.com/SU/QELIBZw6v6vivoouslshr4O3A==</a>                                      |

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|------------------------|---|
| Ed. Code               | Student emergency information --<br><a href="https://simbli.eboardsolutions.com/SU/VVSpdnEQRzpslshwTT4CDCqA==">https://simbli.eboardsolutions.com/SU/VVSpdnEQRzpslshwTT4CDCqA==</a>   |
| Ed. Code               | Emergency epinephrine auto injectors --<br><a href="https://simbli.eboardsolutions.com/SU/9JuMr1vgNOCC5QbFqDv9Qw==">https://simbli.eboardsolutions.com/SU/9JuMr1vgNOCC5QbFqDv9Qw==</a>  |
| Ed. Code-<br>49414.3   | Emergency medical assistance; administration of medication-<br>for opioid<br>overdose --<br><a href="https://simbli.eboardsolutions.com/SU/jpluse7kBEekAxe3Bh0EEAWQA==">https://simbli.eboardsolutions.com/SU/jpluse7kBEekAxe3Bh0EEAWQA==</a> |
| Ed. Code 49414.4       | Opioid Misuse   |
| Ed. Code               | Providing school personnel with voluntary emergency-<br>training --<br><a href="https://simbli.eboardsolutions.com/SU/RnYPAtgT2yb1q5d85rLzg==">https://simbli.eboardsolutions.com/SU/RnYPAtgT2yb1q5d85rLzg==</a>                              |
| Ed. Code 49414.7       | Emergency Albuterol Inhalers  |
| Ed. Code 49414.8       | Funding for emergency opioid antagonists;-  |
| Ed. Code 49422-49427   | requirements Employment of medical-<br>personnel --<br><a href="https://simbli.eboardsolutions.com/SU/cwyO9uyobPAYAs5slsh9bKpDQ==">https://simbli.eboardsolutions.com/SU/cwyO9uyobPAYAs5slsh9bKpDQ==</a>                                      |
| Ed. Code               | Administration of prescribed medication for student --<br><a href="https://simbli.eboardsolutions.com/SU/6F1gCdZzICKJq6OLWiz0XA==">https://simbli.eboardsolutions.com/SU/6F1gCdZzICKJq6OLWiz0XA==</a>   |
| Ed. Code               | Inhaled asthma medication --<br><a href="https://simbli.eboardsolutions.com/SU/wfWox1QcLtgEV1m7eJhDvw==">https://simbli.eboardsolutions.com/SU/wfWox1QcLtgEV1m7eJhDvw==</a>   |
| Ed. Code 49468-49468.5 | The Seizure Safe Schools Act  |
| Ed. Code               | Continuing medication regimen;-<br>notice --<br><a href="https://simbli.eboardsolutions.com/SU/leJlhm7InFbQS1Eb6ui7A==">https://simbli.eboardsolutions.com/SU/leJlhm7InFbQS1Eb6ui7A==</a>   |
| H&S 1799.113           | Opioid overdose treatment   |

H&S Code 11362.7-11362.85

Medicinal cannabis—  
<https://simbli.eboardsolutions.com/SU/8GYmlq4Wj98CCPWKE4a9iq==>

**Federal References**

**Description**

|                  |  |
|------------------|--|
| 20 USC 1232g     | Family Educational Rights and Privacy Act (FERPA) of 1974                        |
| 20 USC 1400-1482 | Individuals with Disabilities Education Act                                      |
| 21 USC 812       | Schedule of controlled substances  |
| 21 USC 844       | Penalties for possession of controlled substance                                 |
| 29 USC 794       | Rehabilitation Act of 1973; Section 504  |
| 34 CFR           | Conditions under which prior written consent is required to disclose information |

**Management Resources References Description**

|  |  |
|--|--|
| American Diabetes Association Publication                          | Legal Advisory on Rights of Students with Diabetes in Schools, August  |
| California's K-12 Public American Diabetes Association Publication | Program Advisory on Medication Administration, 2005  |
| American Diabetes Association Publication                          | Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 201  |
| American Diabetes Association                                      | Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May-2006   |
| Court Decision   | American Nurses Association v. Torlakson, (2013) 57 Cal.4th-570  |
| National Diabetes Education-Program Publication                    | Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003   |
| Website  | CSBA District and County Office of Education Legal Services—<br><a href="https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==">https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==</a>  |
| Website  | National Diabetes Education Program—<br><a href="https://simbli.eboardsolutions.com/SU/U4JqanN6vgbBAvhkbHdFNA==">https://simbli.eboardsolutions.com/SU/U4JqanN6vgbBAvhkbHdFNA==</a>  |
| Website  | U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information—<br><a href="https://simbli.eboardsolutions.com/SU/BdavnAjNBHZNDwPZKB17GA==">https://simbli.eboardsolutions.com/SU/BdavnAjNBHZNDwPZKB17GA==</a> |

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| Website | American Diabetes Association—<br><a href="https://simbli.eboardsolutions.com/SU/ZdzQITccA6IUSDcROntMZA==">https://simbli.eboardsolutions.com/SU/ZdzQITccA6IUSDcROntMZA==</a>  |
| Website | California Department of Education, Health Services and School Nursing—<br><a href="https://simbli.eboardsolutions.com/SU/8gslshmooplus2E8Rmx2aV RDQPxw==">https://simbli.eboardsolutions.com/SU/8gslshmooplus2E8Rmx2aV RDQPxw==</a> |
| Website | CSBA—<br><a href="https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIE N xGg==">https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIE N xGg==</a>   |
| Website | California Department of Public Health—<br><a href="https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybc VsugA==">https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybc VsugA==</a>                                       |

**Cross References**

**Description**

|                 |  |
|-----------------|--|
| 351             | Emergencies And Disaster Preparedness Plan—<br><a href="https://simbli.eboardsolutions.com/SU/s3WJ2EWVP1I pwlwyoLVh O g==">https://simbli.eboardsolutions.com/SU/s3WJ2EWVP1I pwlwyoLVh O g==</a> |
| 351             | Emergencies And Disaster Preparedness Plan—<br><a href="https://simbli.eboardsolutions.com/SU/2ywrnk dSSIVmDJxIFum2g w==">https://simbli.eboardsolutions.com/SU/2ywrnk dSSIVmDJxIFum2g w==</a>   |
| 4112.           | Employee Notifications—<br><a href="https://simbli.eboardsolutions.com/SU/6dBgGJrXBN2OEMl e fJtz2 w==">https://simbli.eboardsolutions.com/SU/6dBgGJrXBN2OEMl e fJtz2 w==</a>                     |
| 4112.9-E PDF(1) | Employee Notifications—<br><a href="https://simbli.eboardsolutions.com/SU/IAkxjvO20l e UxdQn5Ht3 Q==">https://simbli.eboardsolutions.com/SU/IAkxjvO20l e UxdQn5Ht3 Q==</a>                       |
| 4119.4          | Universal Precautions—<br><a href="https://simbli.eboardsolutions.com/SU/kHslshF6r8agaw2Cd9X69 4R ew==">https://simbli.eboardsolutions.com/SU/kHslshF6r8agaw2Cd9X69 4R ew==</a>                  |
| 4119.43         | Universal Precautions—<br><a href="https://simbli.eboardsolutions.com/SU/BAu5NzYFGgXatN6NQM GKug==">https://simbli.eboardsolutions.com/SU/BAu5NzYFGgXatN6NQM GKug==</a>                          |
| 4131            | Staff Development—<br><a href="https://simbli.eboardsolutions.com/SU/LzhHW2OPuSvfgl1abo4kF g==">https://simbli.eboardsolutions.com/SU/LzhHW2OPuSvfgl1abo4kF g==</a>                              |
| 4212.9          | Employee Notifications—<br><a href="https://simbli.eboardsolutions.com/SU/V9B2suiVwdRrBQICxtTJl Q==">https://simbli.eboardsolutions.com/SU/V9B2suiVwdRrBQICxtTJl Q==</a>                         |
| 4212.9-E        | Employee Notifications—<br><a href="https://simbli.eboardsolutions.com/SU/hGIQ iMaYQG9O3TdzGKZ UrA==">https://simbli.eboardsolutions.com/SU/hGIQ iMaYQG9O3TdzGKZ UrA==</a>                       |
| 4219.43         | Universal Precautions—<br><a href="https://simbli.eboardsolutions.com/SU/wh0rpv5X3rykMrEJQIWdx g==">https://simbli.eboardsolutions.com/SU/wh0rpv5X3rykMrEJQIWdx g==</a>                          |
| 4219.43         | Universal Precautions—<br><a href="https://simbli.eboardsolutions.com/SU/jcxtWAtt5luJibYnlcTYslshg ==">https://simbli.eboardsolutions.com/SU/jcxtWAtt5luJibYnlcTYslshg ==</a>                    |
| 4231            | Staff Development—<br><a href="https://simbli.eboardsolutions.com/SU/dGr5iiEU3Y8BhNnT0r3e8 w==">https://simbli.eboardsolutions.com/SU/dGr5iiEU3Y8BhNnT0r3e8 w==</a>                              |
| 4312.9          | Employee Notifications—<br><a href="https://simbli.eboardsolutions.com/SU/mow1ASEXdXPXCwAQ7 Ca4slshA==">https://simbli.eboardsolutions.com/SU/mow1ASEXdXPXCwAQ7 Ca4slshA==</a>                   |
| 4312.9-E        | Employee Notifications—<br><a href="https://simbli.eboardsolutions.com/SU/37LmduVHV1A1bEvRg0S">https://simbli.eboardsolutions.com/SU/37LmduVHV1A1bEvRg0S</a>                                     |

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| 4319.43 | Universal Precautions—<br><a href="https://simbli.eboardsolutions.com/SU/JnplusQwslshGICZz3WAmwOU4zlw=="><u>https://simbli.eboardsolutions.com/SU/JnplusQwslshGICZz3WAmwOU4zlw==</u></a>             |
| 4319.43 | Universal Precautions—<br><a href="https://simbli.eboardsolutions.com/SU/eRCxSsiLaFgmOqXqf6pUslshg=="><u>https://simbli.eboardsolutions.com/SU/eRCxSsiLaFgmOqXqf6pUslshg==</u></a>                   |
| 5022    | Student And Family Privacy Rights—<br><a href="https://simbli.eboardsolutions.com/SU/MLevoQiddplusislsherDOs4WexQ=="><u>https://simbli.eboardsolutions.com/SU/MLevoQiddplusislsherDOs4WexQ==</u></a> |
| 5022    | Student And Family Privacy Rights—<br><a href="https://simbli.eboardsolutions.com/SU/in0VCHryU0twSrUEwhrDbA=="><u>https://simbli.eboardsolutions.com/SU/in0VCHryU0twSrUEwhrDbA==</u></a>             |
| 5113    | Absences And Excuses—<br><a href="https://simbli.eboardsolutions.com/SU/DOumx7Tih7jCbL0LqiAZbw=="><u>https://simbli.eboardsolutions.com/SU/DOumx7Tih7jCbL0LqiAZbw==</u></a>                          |
| 5113    | Absences And Excuses—<br><a href="https://simbli.eboardsolutions.com/SU/zgNCPkjkEE5TS8anvdm0JA=="><u>https://simbli.eboardsolutions.com/SU/zgNCPkjkEE5TS8anvdm0JA==</u></a>                          |
| 5125    | Student Records—<br><a href="https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ9w=="><u>https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ9w==</u></a>                         |
| 5125    | Student Records—<br><a href="https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCtf1q8Qg=="><u>https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCtf1q8Qg==</u></a>                               |
| 5131.62 | Tobacco—<br><a href="https://simbli.eboardsolutions.com/SU/sbrqsGWZhbaze8CbUWYlNQ=="><u>https://simbli.eboardsolutions.com/SU/sbrqsGWZhbaze8CbUWYlNQ==</u></a>                                       |
| 5131.62 | Tobacco—<br><a href="https://simbli.eboardsolutions.com/SU/1CDJeXpgQawD0HLwYeQuzA=="><u>https://simbli.eboardsolutions.com/SU/1CDJeXpgQawD0HLwYeQuzA==</u></a>                                       |
| 5141    | Health Care And Emergencies—<br><a href="https://simbli.eboardsolutions.com/SU/tjPIFgGNq3plusUxtJa7vaPng=="><u>https://simbli.eboardsolutions.com/SU/tjPIFgGNq3plusUxtJa7vaPng==</u></a>             |
| 5141    | Health Care And Emergencies—<br><a href="https://simbli.eboardsolutions.com/SU/27XL9v8xfIPALA5yQ2mHBw=="><u>https://simbli.eboardsolutions.com/SU/27XL9v8xfIPALA5yQ2mHBw==</u></a>                   |
| 5141.22 | Infectious Diseases—<br><a href="https://simbli.eboardsolutions.com/SU/J0Yk6JrAQgrjMfYYt6W6TQ=="><u>https://simbli.eboardsolutions.com/SU/J0Yk6JrAQgrjMfYYt6W6TQ==</u></a>                           |
| 5141.23 | Asthma Management—<br><a href="https://simbli.eboardsolutions.com/SU/hKAq9wVV6jXcZwfzslshxDfFQ=="><u>https://simbli.eboardsolutions.com/SU/hKAq9wVV6jXcZwfzslshxDfFQ==</u></a>                       |
| 5141.23 | Asthma Management—<br><a href="https://simbli.eboardsolutions.com/SU/7N2O4ZJopplusPVb2OhsIshakuKg=="><u>https://simbli.eboardsolutions.com/SU/7N2O4ZJopplusPVb2OhsIshakuKg==</u></a>                 |
| 5141.24 | Specialized Health Care Services—<br><a href="https://simbli.eboardsolutions.com/SU/VqawdMEycU7Kzyw1z8rH1w=="><u>https://simbli.eboardsolutions.com/SU/VqawdMEycU7Kzyw1z8rH1w==</u></a>              |
| 5141.27 | Food Allergies/Special Dietary Needs—<br><a href="https://simbli.eboardsolutions.com/SU/M3Xppb4jk5poplus1ocj7QLZw=="><u>https://simbli.eboardsolutions.com/SU/M3Xppb4jk5poplus1ocj7QLZw==</u></a>    |
| 5141.27 | Food Allergies/Special Dietary Needs—<br><a href="https://simbli.eboardsolutions.com/SU/pvFFle3d7gsuQRZDq0hQEA=="><u>https://simbli.eboardsolutions.com/SU/pvFFle3d7gsuQRZDq0hQEA==</u></a>          |

- 5141.6 School Health Services—  
<https://simbli.eboardsolutions.com/SU/3svnTVDr2slshtEXNr8U3u9SQ==>
- 5141.6 School Health Services—  
<https://simbli.eboardsolutions.com/SU/e6hwFyoubKwfv0PuA2ZJEQ==>
- 5145.6 Parent/Guardian Notifications—  
<https://simbli.eboardsolutions.com/SU/hNgzIAtnfXX5clQzadPhnw==>
- 5145.6-E Parent/Guardian Notifications—  
<https://simbli.eboardsolutions.com/SU/MXLuazFmslshnc1y2ugAeqY9Q==>
- 5148.2 Before/After School Programs—  
<https://simbli.eboardsolutions.com/SU/DBD64nMr4GUjIVpQagA7HQ==>
- 5148.2 Before/After School Programs—  
<https://simbli.eboardsolutions.com/SU/g5DLLeREAwOGnrHToJCKesQ==>
- 6145.2 Athletic Competition—  
<https://simbli.eboardsolutions.com/SU/drUrEnEOpzri1uTAAroQdA==>
- 6145.2 Athletic Competition—  
<https://simbli.eboardsolutions.com/SU/736Z8vHbVVvZl8yKuc7uMg==>
- 6163.2 Animals At School—  
<https://simbli.eboardsolutions.com/SU/8DICFAJslshTQqklwplusPulnslshGw==>
- 6163.2 Animals At School—  
<https://simbli.eboardsolutions.com/SU/UnEGJhmzEPTif943ACP7ZA==>
- 6164.6 Identification And Education Under Section 504—  
<https://simbli.eboardsolutions.com/SU/Qxa6y1pojXxIVJF6oGxfwQ==>
- 6164.6 Identification And Education Under Section 504—  
<https://simbli.eboardsolutions.com/SU/KWwJgJPQnX3WY0RrMkSTgQ==>



**Policy 5141.21: Administering Medication And Monitoring Health Conditions**

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Revised Date: 08/23/2017

The Board of Trustees believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should have an opportunity to participate in the educational program.

~~(cf. 5113 – Absences and Excuses)~~

~~(cf. 5113.1 – Chronic Absence and Truancy)~~

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

~~(cf. 5141.24 – Specialized Health Care Services) (cf. 6159 – Individualized Education Program)~~

~~(cf. 6164.6 – Identification and Education Under Section 504)~~

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing a parent/guardian to administer medication to his/her child at school, designate other individuals to do so on his/her behalf, and, with the **child's student's** authorized health care provider's approval, request the district's permission for his/her child to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

~~(cf. 1250 – Visitors/Outsiders)~~

~~(cf. 5141 – Health Care and Emergencies) (cf. 5141.22 – Infectious Diseases)~~

~~(cf. 5141.23 – Asthma Management)~~

~~(cf. 5141.27 – Food Allergies/Special Dietary Needs) (cf. 6116 – Classroom Interruptions)~~

The Superintendent or designee shall make available epinephrine auto-injectors at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

**The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)**

**Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.**

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

~~(cf. 3516 – Emergencies and Disaster Preparedness Plan)~~

**Administration of Medication by School Personnel**

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

~~(cf. 3530 – Risk Management/Insurance)~~

~~(cf. 4119.42/4219.42/4319.42 – Exposure Control Plan for Bloodborne Pathogens)~~

~~(cf. 4119.43/4219.43/4319.43 – Universal Precautions)~~

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual. ~~(Education Code 49414, 49414.3, 49414.5, 49423, 49423.1)~~

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

~~(cf. 4131 – Staff Development) (cf. 4231 – Staff Development) (cf. 4331 – Staff Development)~~

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**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State Description**

5 CCR 600-611 Administering medication to students

Bus. Code 2700-2837 Nursing

Bus. Code 3500-3546 Physician assistants

Bus. Code 4119.2 Acquisition of epinephrine auto-injectors

Bus. Code 4119.8 Acquisition of naloxone hydrochloride or another opioid antagonist

Ed. Code 48980 Parent/Guardian notifications

Ed. Code 49407 Liability for treatment

Ed. Code 49408 Student emergency information

Ed. Code 49414 Emergency epinephrine auto-injectors

Ed. Code 49414.3 Emergency medical assistance; administration of medication for opioid overdose

Ed. Code 49414.5 Providing school personnel with voluntary emergency training

Ed. Code 49422-49427 Employment of medical personnel

Ed. Code 49423 Administration of prescribed medication for student

Ed. Code 49423.1 Inhaled asthma medication

Ed. Code 49480 Continuing medication regimen; notice

H&S Code 11362.7-11362.85 Medicinal cannabis

**Federal Description**

20 USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 1400-1482 Individuals with Disabilities Education Act  
21 USC 812 Schedule of controlled substances  
21 USC 844 Penalties for possession of controlled substance  
29 USC 794 Rehabilitation Act of 1973; Section 504  
Management Resources Description  
American Diabetes Association  
Publication  
Glucagon Training Standards for School Personnel:  
Providing Emergency Medical Assistance to Pupils with  
Diabetes, May 2006  
American Diabetes Association  
Publication  
Legal Advisory on Rights of Students with Diabetes in  
California's K-12 Public Schools, August 2007  
American Diabetes Association  
Publication  
Program Advisory on Medication Administration, 2005  
American Diabetes Association  
Publication  
Training Standards for the Administration of  
Epinephrine Auto-Injectors, rev. 2015  
Court Decision American Nurses Association v. Torlakson, (2013) 57  
Cal.4th 570  
National Diabetes Education Program  
Publication  
Helping the Student with Diabetes Succeed: A Guide  
for School Personnel, June 2003  
Website [CSBA District and County Office of Education Legal  
Services](#)  
Website [National Diabetes Education Program](#)  
Website [U.S. Department of Health and Human Services,  
National Institutes of Health, Blood Institute, asthma  
information](#)  
Website [American Diabetes Association](#)  
Website [California Department of Education, Health Services  
and School Nursing](#)  
Website [CSBA](#)  
Cross References  
Code Description  
4119.43 [Universal Precautions](#)  
4119.43 [Universal Precautions](#)  
4131 [Staff Development](#)  
4131 [Staff Development](#)  
4219.43 [Universal Precautions](#)  
4219.43 [Universal Precautions](#)  
4231 [Staff Development](#)  
4319.43 [Universal Precautions](#)  
4319.43 [Universal Precautions](#)  
5022 [Student And Family Privacy Rights](#)  
5022 [Student And Family Privacy Rights](#)  
5113 [Absences And Excuses](#)

5113 Absences And Excuses  
 5113.1 Chronic Absence And Truancy  
 5113.1 Chronic Absence And Truancy  
 5125 Student Records  
 5125 Student Records  
 5131.62 Tobacco  
 5131.62 Tobacco  
 5141 Health Care And Emergencies  
 5141 Health Care And Emergencies  
 5141.22 Infectious Diseases  
 5141.22 Infectious Diseases  
 5141.23 Asthma Management  
 5141.23 Asthma Management  
 5141.24 Specialized Health Care Services  
 5141.27 Food Allergies/Special Dietary Needs  
 5141.27 Food Allergies/Special Dietary Needs  
 5141.6 School Health Services  
 5141.6 School Health Services  
 5145.6 Parent/Guardian Notifications  
 5145.6-E PDF(1) Parent/Guardian Notifications  
 5148.2 Before/After School Programs  
 5148.2 Before/After School Programs  
 6142.8 Comprehensive Health Education  
 6142.8 Comprehensive Health Education  
 6145.2 Athletic Competition  
 6145.2 Athletic Competition  
 6163.2 Animals At School  
 6163.2 Animals At School  
 6164.6 Identification And Education Under Section 504  
 6164.6 Identification And Education Under Section 504

~~State References Description 5 CCR 600-611 Administering medication to students Bus. Code 2700-2837  
 Nursing <https://simbli.eboardsolutions.com/SU/uCzErklfpGgLI9HTTI6yxg==> Bus. Code 3500-3546 Physician  
 assistants <https://simbli.eboardsolutions.com/SU/DVwu5arEKuyPdOB2YXaplusEw==> Bus. Code 4119.2  
 Acquisition of epinephrine auto injectors  
<https://simbli.eboardsolutions.com/SU/vO6toOi4tTtDRslshrrJcMWIQ==> Bus. Code 4119.8 Acquisition of  
 naloxone hydrochloride or another opioid antagonist  
<https://simbli.eboardsolutions.com/SU/DmZMuG277jOaQCVyhEgx8w==> Ed. Code 48980 Parent/Guardian  
 notifications <https://simbli.eboardsolutions.com/SU/cpMsBKX1tOwUiWgEwSKp5g==> Ed. Code 49407  
 Liability for treatment <https://simbli.eboardsolutions.com/SU/QELiBZw6v6vivoouslshr4O3A==> Ed. Code  
 49408 Student emergency information  
<https://simbli.eboardsolutions.com/SU/VVSpdnEQRzpslshwTTh4CDCqA==> Ed. Code 49414 Emergency  
 epinephrine auto injectors <https://simbli.eboardsolutions.com/SU/9JuMr1vqNOCC5QbFqDv9Qw==> Ed.~~

Code 49414.3 Emergency medical assistance; administration of medication for opioid overdose—  
<https://simbli.eboardsolutions.com/SU/jpluse7kBEekAxe3Bh0EEAWQA==> Ed. Code 49414.4 Opioid Misuse  
Ed. Code 49414.5 Providing school personnel with voluntary emergency training—  
<https://simbli.eboardsolutions.com/SU/RnYPArTgT2yb1q5d85rLzg==> Ed. Code 49414.7 Emergency Albuterol  
Inhalers Ed. Code 49414.8 Funding for emergency opioid antagonists; requirements Ed. Code 49422-49427  
Employment of medical personnel—  
<https://simbli.eboardsolutions.com/SU/cwyO9uyobPAYAs5slsh9bKpDQ==> Ed. Code 49423 Administration of  
prescribed medication for student—<https://simbli.eboardsolutions.com/SU/6F1gCdZzICKJq6OLWjZoXA==>  
Ed. Code 49423.1 Inhaled asthma medication—  
<https://simbli.eboardsolutions.com/SU/wfWox1QcLtgEV1m7eJhDvw==> Ed. Code 49468-49468.5 The Seizure  
Safe Schools Act Ed. Code 49480 Continuing medication regimen; notice—  
<https://simbli.eboardsolutions.com/SU/leJlhm7InFbQS1Eb6ui7A==> H&S 1799.113 Opioid overdose  
treatment H&S Code 11362.7-11362.85 Medicinal cannabis—  
<https://simbli.eboardsolutions.com/SU/8GYmlq4Wj98CCPWkE4a9ig==> Federal References Description 20  
USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974 20 USC 1400-1482 Individuals with  
Disabilities Education Act 21 USC 812 Schedule of controlled substances 21 USC 844 Penalties for possession  
of controlled substance 29 USC 794 Rehabilitation Act of 1973; Section 504 34 CFR 99.30 Conditions under  
which prior written consent is required to disclose information Management Resources References  
Description American Diabetes Association Publication Legal Advisory on Rights of Students with Diabetes in  
California's K-12 Public Schools, August 2007 American Diabetes Association Publication Program Advisory  
on Medication Administration, 2005 American Diabetes Association Publication Training Standards for the  
Administration of Epinephrine Auto-Injectors, rev. 2015 American Diabetes Association Publication Glucagon  
Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes,  
May 2006 Court Decision American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570 National Diabetes  
Education Program Publication Helping the Student with Diabetes Succeed: A Guide for School Personnel,  
June 2003 Website CSBA District and County Office of Education Legal Services—  
<https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==> Website National Diabetes  
Education Program—<https://simbli.eboardsolutions.com/SU/U4JqanN6vgbBAvhkbHdFNA==> Website U.S.  
Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma  
information—<https://simbli.eboardsolutions.com/SU/BdavnAjNBHZNDwPZKB17GA==> Website American  
Diabetes Association—<https://simbli.eboardsolutions.com/SU/ZdzQITccA6IJSdCRontMZA==> Website  
California Department of Education, Health Services and School Nursing—  
<https://simbli.eboardsolutions.com/SU/8gslshmooplus2E8Rmx2avRDQPxw==> Website CSBA—

<https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==> Website California Department of Public Health — <https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==> Cross References Description — 3516 — Emergencies — And — Disaster — Preparedness — Plan — <https://simbli.eboardsolutions.com/SU/s3WJ2EWVP1lpwlwyoLVhOg==> 3516 Emergencies And Disaster Preparedness Plan — <https://simbli.eboardsolutions.com/SU/2ywrnkDSSIVmDJxIFum2qw==> 4112.9 Employee Notifications — <https://simbli.eboardsolutions.com/SU/6dBgGJrXBN2OEMlefJtz2w==> 4112.9 E PDF(1) Employee Notifications — <https://simbli.eboardsolutions.com/SU/lAkmxjvO20loUxdQn5Ht3Q==> 4119.43 Universal Precautions — <https://simbli.eboardsolutions.com/SU/kHslshF6r8aqaw2Cd9X694Rew==> 4119.43 Universal Precautions — <https://simbli.eboardsolutions.com/SU/BAu5NzYFGqXatN6NQMGKug==> 4131 Staff Development — <https://simbli.eboardsolutions.com/SU/LzhhW2OPuSvfq11abo4kFg==> 4212.9 Employee Notifications — <https://simbli.eboardsolutions.com/SU/V9B2suiVwdRrBQICxtTJIQ==> 4212.9 E PDF(1) Employee Notifications — <https://simbli.eboardsolutions.com/SU/hGIQiMaYQG9O3TdZGKZUrA==> 4219.43 Universal Precautions — <https://simbli.eboardsolutions.com/SU/wh0rpv5X3ryKMrEJQIWdxg==> 4219.43 Universal Precautions — <https://simbli.eboardsolutions.com/SU/jcxtWAtt5luJjbYnIcTVslshg==> 4231 Staff Development — <https://simbli.eboardsolutions.com/SU/dGr5iiEU3Y8BhNnT0r3e8w==> 4312.9 Employee Notifications — <https://simbli.eboardsolutions.com/SU/mow1ASEXdXPXCwAQ7Ca4slshA==> 4312.9 E PDF(1) Employee Notifications — <https://simbli.eboardsolutions.com/SU/37LmduVHV1A1bEvRg0Satw==> 4319.43 Universal Precautions — <https://simbli.eboardsolutions.com/SU/JnplusQwslshGICZz3WAmw0U4zlw==> 4319.43 Universal Precautions — <https://simbli.eboardsolutions.com/SU/eRCxSsiLaFgmOqXqf6pUslshg==> 5022 — Student — And — Family — Privacy — Rights — <https://simbli.eboardsolutions.com/SU/MLcvoQjddplusjslsherDOs4WexQ==> 5022 Student And Family Privacy Rights — <https://simbli.eboardsolutions.com/SU/in0VCHryU0twSrUEwhrDbA==> 5113 Absences And Excuses — <https://simbli.eboardsolutions.com/SU/DOumx7TIh7jCbL0LqiAZbw==> 5113 Absences And Excuses — <https://simbli.eboardsolutions.com/SU/zgNCPkjEE5TS8anvdm0JA==> 5125 Student Records — <https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ9w==> 5125 Student Records — <https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCtf1q8Qg==> 5131.62 Tobacco — <https://simbli.eboardsolutions.com/SU/sbrqsGWZhbase8CbUWyINQ==> 5131.62 Tobacco — <https://simbli.eboardsolutions.com/SU/1CDJeXpgQawD0HLwYeQuzA==> 5141 Health Care And Emergencies — <https://simbli.eboardsolutions.com/SU/tjPIFgGNq3plusUxtIa7vaPng==> 5141 Health Care And Emergencies — <https://simbli.eboardsolutions.com/SU/27XL9v8xfIPALA5yQ2mHBw==> 5141.22 Infectious Diseases — <https://simbli.eboardsolutions.com/SU/J0Yk6JrAQgrjMfYyt6W6TQ==> 5141.23 Asthma Management — <https://simbli.eboardsolutions.com/SU/hKAq9wVV6jXcZwfsIshxDfFQ==> 5141.23 Asthma Management — <https://simbli.eboardsolutions.com/SU/7N2O4ZJopplusPVb2OhslshakuKg==> 5141.24 Specialized Health Care

Services — <https://simbli.eboardsolutions.com/SU/VqawdMEycU7Kzyw1z8rH1w==> 5141.27 Food  
Allergies/Special Dietary Needs — <https://simbli.eboardsolutions.com/SU/M3Xppb4jk5poplus1ocj7OLZw==>  
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<https://simbli.eboardsolutions.com/SU/pvFFle3d7qsuQRZDq0hOEA==> 5141.6 School Health Services —  
<https://simbli.eboardsolutions.com/SU/3svnTVDr2slshtEXNr8U3u9SQ==> 5141.6 School Health Services —  
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Before/After School Programs — <https://simbli.eboardsolutions.com/SU/DBD64nMr4GUjIvPQagA7HQ==>  
5148.2 Before/After School Programs —  
<https://simbli.eboardsolutions.com/SU/g5DLereAwOGnrHToJCKesQ==> 6145.2 Athletic Competition —  
<https://simbli.eboardsolutions.com/SU/drUrEnEOpzri1uTAAroQdA==> 6145.2 Athletic Competition —  
<https://simbli.eboardsolutions.com/SU/736Z8vHbVVvZl8yKuc7uMg==> 6163.2 Animals At School —  
<https://simbli.eboardsolutions.com/SU/8DICFAJslshTQqklwplusPulnslshGw==> 6163.2 Animals At School —  
<https://simbli.eboardsolutions.com/SU/UnEGJhmzEPTif943ACP7ZA==> 6164.6 Identification And Education  
Under Section 504 — <https://simbli.eboardsolutions.com/SU/Qxa6y1pojXxlVJF6oGxfwQ==> 6164.6  
Identification And Education Under Section 504 —  
<https://simbli.eboardsolutions.com/SU/KWwJgJPQnX3WY0RrMkSTgQ==>

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section G: Conclusion

### **Superintendent's Report (3 minutes)**

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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.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

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.



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section G: Conclusion

### **Trustees' Announcements (3 minutes each speaker)**

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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.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** November 20, 2024

**Agenda Section:** Section G: Conclusion

### **ADJOURNMENT**

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Moved:

Seconded:

Vote:

### **ROLL CALL VOTE:**

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

Anabolena DeGenna, 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, November 15, 2024.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A