

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President
Jarely Lopez, Clerk
Rose Gonzales, Member
MaryAnn Rodriguez, Member
Monica Madrigal Lopez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Dr. Anabolena DeGenna
Associate Superintendent,
Educational Services
Valerie Mitchell, MPPA
Assistant Superintendent,
Business & Fiscal Services
Natalia Torres, Ed.D.
Assistant Superintendent,
Human Resources

AGENDA REGULAR BOARD MEETING Wednesday, May 17, 2023

5:00 PM - Open Meeting
5:30 PM - Closed Session to Follow
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 Human Resources. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: 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

May 17, 2023

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:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

A.2. Pledge of Allegiance to the Flag

Tyler Higa, Principal, Frank School, will introduce Frank Meza, 6th grade student, who will lead the audience in the Pledge of Allegiance.

A.3. District’s Vision and Mission Statement

The district's Mission and Vision will be read in English by Isabella Rivera, 7th grade student at Frank School, and in Spanish by Jarek Arellano, 8th grade student at Frank School.

A.4. Presentation by Frank School

Tyler Higa, Principal, Frank School, will provide a short presentation to the Board regarding Frank. 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:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

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

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the Associate 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.7. 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

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

2. Pursuant to Section 54956.8 of the Government Code:

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

Conference with Real Property Negotiators:
Property: Parcel Number 216-0-236-065
Agency negotiator: OSD Assistant Superintendent, Business and Fiscal Services
Negotiating parties: Callens Industrial Investments
Under negotiation: Price and Terms

3. 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
4. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
Consider the Request to Expel Student
 - Case No. 22-05 (Action Item)
5. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment
 - Manager, Math
 - Manager, Special Programs & Services
 - Principal, K-5
 - Principal, K-8
 - Public Employee Evaluation
 - Superintendent
 - Associate Superintendent
 - Assistant Superintendents
 - Principals

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

A.9. Report Out of Closed Session

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

A.10. Adoption and Presentation of Resolution #22-32 Better Hearing and Speech Month, May 2023, "Building a Strong Foundation" (DeGenna/Jefferson)

It is the recommendation of the Associate Superintendent of Educational Services and the Director of Special Education that the Board of Trustees adopt Resolution #22-32 in recognition of Better Hearing and Speech Month, May 2023, "Building a Strong Foundation."

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

A.11. Adoption of Resolution #22-33 in Recognition of "Classified School Employee Week 2023" (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #22-33 in recognition of "Classified School Employee Week 2023", as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

A.12. Measure D Citizens Bond Oversight Committee Annual Report (Mitchell)

The Assistant Superintendent, Business and Fiscal Services, will introduce Ms. Alyssa Maria, Measure D Citizens Bond Oversight Committee Chair, who will present the Citizens Bond Oversight Committee's sixth annual report to the Board of Trustees as per Proposition 39 requirements.

A.13. Introduction of Newly Appointed Oxnard School District Administrator (Aguilera-Fort)

Introduction of newly appointed Oxnard School District administrator:

- Patricia Nuñez, Director of Fiscal Services

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.

B.2. Conduct Public Hearing to Sunshine the California School Employees Association's, Chapter #272 (CSEA) and the Oxnard School District's (District) Initial Proposals for 2022-2023 Negotiations, Pursuant to Government Code Section 3547 (Torres)

It is the recommendation of the Assistant Superintendent of Human Resources that the Board conduct the Public Hearing to Sunshine CSEA and the District's initial proposals for

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negotiations for the 2022-23 school year.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ___, Rodriguez ___, Gonzales ___, Lopez ___, Robles-Solis ___

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:

Madrigal Lopez ___, Rodriguez ___, Gonzales ___, Lopez ___, Robles-Solis ___

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

C.1. Setting of Date for Public Hearing - Oxnard School District 2023-24 Local Control Accountability Plan (DeGenna)

Is is the recommendation of the Associate Superintendent of Educational Services that the Board of Trustees set the date of Wednesday, June 7, 2023, for a public hearing on the Oxnard School District 2023-24 Local Control Accountability Plan (LCAP).

C.2. Appointment of Representative to Fill Vacancy – Measure D Citizens’ Bond Oversight Committee (Mitchell)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services that the Board of Trustees make a determination regarding the appointment of Mr. Charles W. McLaughlin as the Taxpayers’ Organization representative on the Measure D Citizens’ Bond Oversight Committee.

C.3. Enrollment Report (Mitchell)

District enrollment as of April 28, 2023 was 14,210. This is 236 less than the same time last year.

C.4. Certification of Signatures (Mitchell)

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

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

C.5. Purchase Order/Draft Payment Report #22-09 (Mitchell/Franz)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #22-09, as submitted.

C.6. Setting of Date for Public Hearing – Oxnard School District 2023-2024 Adopted Budget (Mitchell/Nunez)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services that the Board of Trustees set the date of Wednesday, June 7, 2023 for a public hearing on the Oxnard School District 2023-2024 Adopted Budget.

C.7. Personnel Actions (Torres)

It is the recommendation of the Assistant Superintendent of 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.8. Approval of Amendment #1 to Agreement #22-159 - City of Oxnard/Oxnard Police Department - SRO Services Cost Sharing (Aguilera-Fort/Nocero)

It is the recommendation of the Superintendent and the Director, Pupil Services, that the Board of Trustees approve Amendment #1 to Agreement #22-159 with the City of Oxnard/Oxnard Police Department, to revise the term of the agreement to cover the 2023-24 through 2025-26 fiscal years, at no additional fiscal impact.

C.9. Approval of Agreement #22-237, Teacher Created Materials, Inc. (DeGenna/Ruvalcaba)

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-237 with Teacher Created Materials, Inc., to provide a one-time in-person parent seminar with Dr. Rebecca Palacios to engage families around the topic “Blanketing your child with success: everyday activities families can do with their children to foster behavioral, social emotional, and academic success” in order to reduce chronic absenteeism, May 31, 2023, in the amount not to exceed \$5,500.00, to be paid out of LCSSP Grant Funds.

C.10. Approval of Construction Services Agreement #22-238 with Viola Inc. Constructors to Construct Ten (10) Modular Classrooms for the Driffill Elementary School Improvement Project, New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Construction Services Agreement #22-238 with Viola Inc. Constructors, to provide the Pre-construction portion of the Construction Services Agreement for the Driffill K-8 New Transitional Kindergarten Facilities Project, May 18, 2023 through September 30, 2023, in the amount of \$27,870.00, to be paid out of Master Construct and Implementation Program funds.

C.11. Approval of Agreement #22-239 – STS Education (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-239 with STS Education, to provide planning, coordination, project management, and professional development to properly implement STEAM and esports programs for the Expanded Learning Opportunity Program throughout the Oxnard School District, May 19, 2023

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

through August 10, 2023, in the amount of \$231,380.00, to be paid out of ELOP Funds.

C.12. Approval of Agreement #22-240, Josie V. Ramirez (DeGenna/Ruvalcaba)

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-240 with Josie V. Ramirez, to provide an in-person dance performance by Kealoha and Company, “Expressions of Polynesia” at the Asian American and Pacific Islander Meet and Greet event at Brekke Elementary School on May 23, 2023, in the amount not to exceed \$850.00, to be paid out of Supplemental Concentration Grant Funds.

C.13. Approval of Agreement/MOU #23-05 – Parker Anderson Enrichment-Central LA (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #23-05 with Parker Anderson Enrichment-Central LA, to provide enrichment programming daily in the after school program at 20 schools in the Oxnard School District, including during the Writing and Steam Camp over the summer, consisting of Fashion Design, STEAM, Dinosaurs, Photography, Chess, Robotics, Architecture, Coding, Marine Biology, Chemistry, and many other topics, July 1, 2023 through June 30, 2024, in the amount not to exceed \$3,150,200.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.14. Approval of Agreement/MOU #23-06 – Hip Hop Mindset (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #23-06 with Hip Hop Mindset, to provide hip hop dance lessons after school to students at all schools in the Oxnard School District, July 1, 2023 through June 30, 2024, in the amount of \$1,601,320.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.15. Approval of Agreement #23-07 – Art Trek, Inc. (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-07 with Art Trek, Inc., to provide enrichment programs at all schools during our Expanded Learning Opportunity Programs, including over summer, after school, intersession, and professional development, July 1, 2023 through June 30, 2024, in the amount not to exceed \$4,367,810.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.16. Approval of Agreement #23-09 – Catalyst Family Inc. dba/Catalyst Kids (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-09 with Catalyst Family Inc., dba/Catalyst Kids, to provide TK/K programming at 17 schools in the Oxnard School District that will meet the requirements of the Expanded Learning Opportunity Program, July 1, 2023 through June 30, 2024, in the amount of \$1,879,879.00, to be paid out of ELOP Funds.

C.17. Approval of Agreement #23-10 – PowerSchool Group, LLC (Mitchell)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #23-10 with PowerSchool Group, LLC, to provide professional services in community demographic analysis and enrollment projections, July 1, 2023 through June 30, 2024, in the amount of \$23,841.23, to be paid out of the General Fund.

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C.18. Approval of Field Contract #FC-P23-04974 – Allen Electric & Lighting, Inc. (Mitchell/Miller)

It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Field Contract #FC-P23-04974 with Allen Electric & Lighting, Inc., to replace a Lighting Control Panel at Soria School that is no longer functioning properly and affecting the operation of the lights in the MPR, in the amount of \$10,854.12, to be paid out of Deferred Maintenance funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.19. Ratification of Agreement #22-236 – Elemental Hardware, Inc. (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-236 with Elemental Hardware, Inc., to provide instruction and coaching for Summer Program staff with implementation of the Elemental Hardware Enrichment DIY hands-on projects to Oxnard School District students including delivery of all project sets/materials, May 15, 2023 through June 15, 2023, in the amount of \$15,200.00, to be paid out of ELOP Funds.

Section D: ACTION ITEMS

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

D.1. Approval of Revisions to the Oxnard School District ("District") and Oxnard Supportive Services Association ("OSSA") 2022-23 Collective Bargaining Agreement, including Updated Compensation for the 2022-23 and 2023-24 School Years (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees adopt the revisions to the District's and OSSA's 2022-23 Collective Bargaining Agreement, including updated compensation for the 2022-23 and 2023-24 school years, in the amount of \$1,581,634.00 for 2022-23 FY and \$489,777.00 for 2023-24 FY, to be paid from a combination of General Fund unrestricted and restricted resources as applicable for the various Oxnard Supportive Services Association positions, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.2. Declaration of Need for Fully Qualified Educators for the 2023-2024 School Year (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the Declaration of Need for Fully Qualified Educators for the 2023-2024 school year and authorize its submission to the State of California Commission on Teacher Credentialing, as presented.

Board Discussion:

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

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (Aguilera-Fort)

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

- May 3, 2023 Regular Meeting

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, 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. Second Reading and Adoption – Revisions to BB 9270 Conflict of Interest (Mitchell)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees adopt the revisions to BB 9270 as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

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.

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.

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

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, May 12th, 2023.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 17, 2023

Agenda Section: Section A: Preliminary

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 Associate 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: Karling Aguilera-Fort

Date of Meeting: May 17, 2023

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
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

2. Pursuant to Section 54956.8 of the Government Code:
Conference with Real Property Negotiators:
Property: Parcel Number 216-0-236-065
Agency negotiator: OSD Assistant Superintendent, Business and Fiscal Services
Negotiating parties: Callens Industrial Investments
Under negotiation: Price and Terms

3. 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

4. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
Consider the Request to Expel Student
 - Case No. 22-05 (Action Item)

5. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment
 - Manager, Math
 - Manager, Special Programs & Services
 - Principal, K-5
 - Principal, K-8
 - Public Employee Evaluation

- Superintendent
- Associate Superintendent
- Assistant Superintendents
- Principals

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 17, 2023

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: Karling Aguilera-Fort

Date of Meeting: May 17, 2023

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: May 17, 2023

Agenda Section: Section A: Preliminary

Adoption and Presentation of Resolution #22-32 Better Hearing and Speech Month, May 2023, "Building a Strong Foundation" (DeGenna/Jefferson)

The American Speech-Language-Hearing Association, in conjunction with the California Speech-Language-Hearing Association, has recognized the month of May as “Better Hearing and Speech Month.” Speech/Language and Hearing Specialists in our district are recognized for collaborating with Special Education staff, teachers, administrators, and parents. In addition, they are commended for their continuous support of the education of all the children of the Oxnard School District and for their encouragement to promote good Language, Speech, and Hearing skills.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Associate Superintendent of Educational Services and the Director of Special Education that the Board of Trustees adopt Resolution #22-32 in recognition of Better Hearing and Speech Month, May 2023, "*Building a Strong Foundation.*" As outlined above.

ADDITIONAL MATERIALS:

Attached: [Resolution #22-32 Better Hearing Speech Month.pdf](#)



**RESOLUTION NO. 22-32
OXNARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

***Better Hearing and Speech Month
May 2023***
“Building a Strong Foundation”

WHEREAS, May is “Better Hearing and Speech Month”; and

WHEREAS, throughout this month, the American Speech-Language-Hearing Association, in conjunction with the California Speech-Language-Hearing Association, will celebrate May as “Better Hearing and Speech Month”; and

WHEREAS, the American Speech-Language-Hearing Association is the national professional, scientific, and credentialing association for more than 198,000 audiologists, and speech-language specialists; and

WHEREAS, the American Speech-Language-Hearing Association celebrates its 98th anniversary years of quality and dedication to the identification, treatment and prevention of communication disorders; and

WHEREAS, each and every day, Speech/Language specialists in school districts throughout Ventura County work in partnership with teachers, administrators, and parents to support student education and encourage and promote good speech, language and hearing skills;

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees of the Oxnard School District joins other community leaders, the American Speech-Language-Hearing Association and the California Speech-Language-Hearing Association in celebrating the month of May 2023 as “Better Hearing and Speech Month,” and expresses appreciation to all members of the district’s Speech/Language staff for the important services they provide to our students.

BE IT FURTHER RESOLVED that the Board of Trustees expresses its appreciation, and that of the District staff, to the cadre of outstanding Speech and Language Therapists in the Oxnard School District for the exceptional care and dedication given to the children of the Oxnard community.

Adopted this 17th day of May 2023

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 17, 2023

Agenda Section: Section A: Preliminary

Adoption of Resolution #22-33 in Recognition of "Classified School Employee Week 2023" (Aguilera-Fort)

The Board of Trustees will adopt Resolution #22-33 "Classified School Employee Week", observing the week of May 21-27, 2023 as Classified School Employee Week 2023.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #22-33 in recognition of "Classified School Employee Week 2023", as presented.

ADDITIONAL MATERIALS:

Attached: [Resolution #22-33 \(1 page\)](#)



RESOLUTION NO. 22-33

Classified School Employee Week May 21-27, 2023

WHEREAS, the third full week of May (21st through 27th) has been designated as Classified School Employee Week in California by the California School Employees Association and the California State Legislature.

WHEREAS, classified professionals provide valuable services to the schools and students of the Oxnard School District; and

WHEREAS, classified professionals contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified professionals serve a vital role in providing for the welfare and safety of Oxnard School District's students; and

WHEREAS, classified professionals employed by the Oxnard School District strive for excellence in all areas relative to the educational community; and

WHEREAS, a large group of classified school employees provide transportation services bringing students safely to and from school and other school related activities; and

WHEREAS, our community depends on classified employees to serve students and other staff, often in challenging circumstances and classified employees, with their diverse talents and true dedication, nurture our youth throughout their school years; and

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Oxnard School District hereby recognizes and wishes to honor the contributions of the classified professionals to quality education in the state of California and further declares the week of May 21-27, 2023 as *Classified School Employee Week* in the Oxnard School District.

Adopted this 17th day of May, 2023.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 17, 2023

Agenda Section: Section A: Report

Measure D Citizens Bond Oversight Committee Annual Report (Mitchell)

The Assistant Superintendent, Business and Fiscal Services, will introduce Ms. Alyssa Maria, Measure D Citizens Bond Oversight Committee Chair, who will present the Citizens Bond Oversight Committee's sixth annual report to the Board of Trustees as per Proposition 39 requirements.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only

ADDITIONAL MATERIALS:

Attached: [2022 Measure D Citizens Bond Oversight Committee Annual Report \(4 pages\)](#)
[Presentation-2022 Measure D Citizens Bond Oversight Annual Report \(8 pages\)](#)

Measure D Citizens Bond Oversight Committee

2022 Annual Report to the Community



Rose Avenue Elementary School Design Renderings – IBI Group

The **Measure D Citizens Bond Oversight Committee (Committee)** has been established to actively review and report on the expenditure of voter-approved bonds, receive and review copies of annual performance and financial audits, and present an annual written report.

Measure D is a \$142.5 million General Obligation (G.O.) bond authorization approved by voters in November 2016. All projects are consistent with the project list provided to voters by the District’s Board of Trustees. The District has issued approximately \$106.0 million in Measure D bonds, leaving approximately \$36.5 million in remaining authorization.

Construction continues at Rose Avenue. The District was awarded a State grant for new preschool, transitional kindergarten, and kindergarten facilities at Driffill. The Driffill project is currently in the design phase.

This report shares project progress and financial information. On behalf of the Committee, I thank the Oxnard community for their support.

Sincerely,

Alyssa Maria, Chair
Measure D Citizens Bond Oversight Committee

Measure D Citizens Bond Oversight Committee

Alyssa Maria, Chair
Parent/Guardian of Enrolled Child

Lisa Latimer, Vice Chair
Community at Large Representative

Gaylaird Christopher
Senior Citizens Organization Member

Will Ray Jr.
PTA/Parent Representative

Vacant
Bona-fide Taxpayers Organization Member

Vacant
Business Organization Representative

Vacant
Community at Large Representative

The Committee meets at least quarterly. Each member of the committee is appointed by the District’s Board of Trustees for a two year term of service. Committee minutes and information on bond funded projects are available on the District’s website:

www.oxnardsd.org

Oxnard School District

Dr. Karling Aguilera-Fort
Superintendent

Board of Trustees

Veronica Robles-Solis, President
Jarely Lopez, Clerk
MaryAnn Rodriguez, Trustee
Monica Madrigal Lopez, Trustee
Rose Gonzales, Trustee

Measure D Overview

Overview

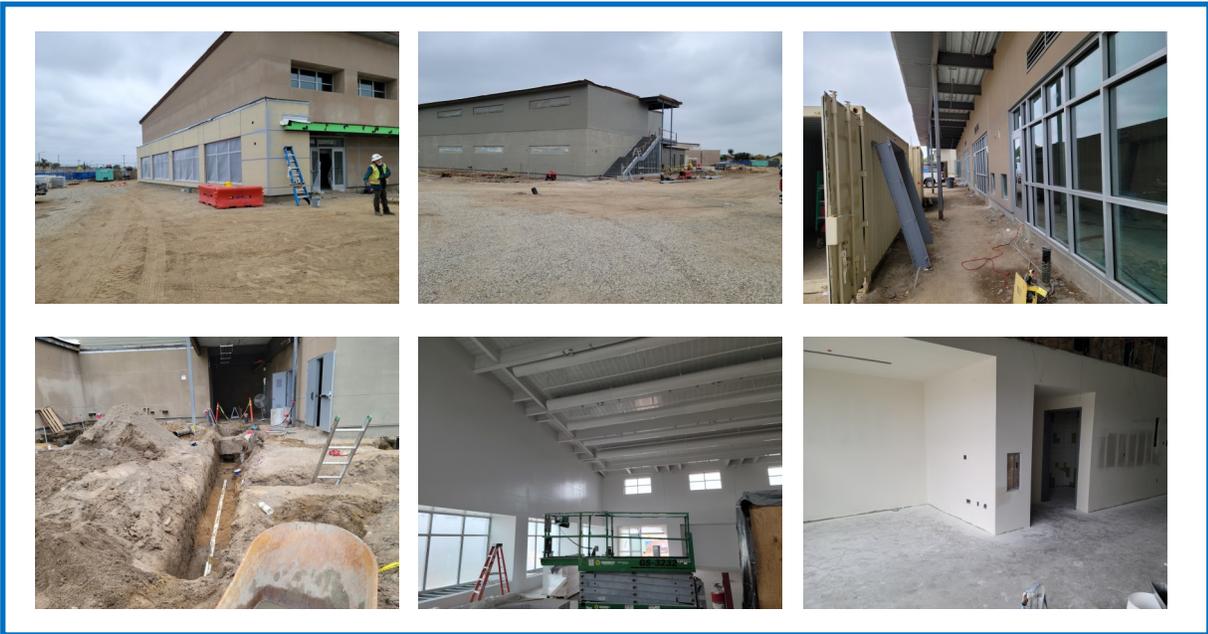
The District has adopted a Master Construct and Implementation Program which is funded through the use of Measure D, and Measure R, bond programs and other local funding sources, including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. In November 2022, voters passed Measure I providing the opportunity for an Enhanced Master Construct and Implementation Program. Planned projects associated with the enhanced program will be provided in the next update.

The Master Construct Program has been focused 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 21st Century Learning Environments. To date, four replacement school projects are complete and occupied. The reconstruction of Rose Avenue elementary school has commenced, making Rose Avenue elementary the fifth school reconstruction project for the program. The program also completed two Early Childhood Development Centers, and the construction of additional flex-classrooms for transitional (TK) and kindergarten (K) enrollment at existing school sites.

Rose Avenue School Reconstruction

New facilities planned for the Rose Avenue Reconstruction project include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. This project is being constructed in two (2) phases. During the initial phase, the new campus buildings will be built on the existing play fields. The second phase will consist of the demolition of the existing campus and the construction of new play areas and fields. Construction commenced in early November 2021.

Construction activities are underway. The project has experienced rain delays due to the wet winter. As a result, the District is working with the contractor to establish a new date for occupation of the new facilities. Once occupation of the new facilities is complete, the old facilities will be demolished making way for construction of the new play areas.



Rose Avenue Elementary School Construction Progress

Project Progress

Modernization of McAuliffe and Ritchen Elementary Schools

The modernization of McAuliffe and Ritchen Elementary schools includes improvements to existing permanent classrooms, including STEAM, science and piano labs, and upgrades to support spaces to comply with the District's vision and specification for 21st Century facilities. Proposed improvements for permanent classrooms include allowances for improvements to floors, walls and ceilings, plumbing, electrical, furnishings, as well as data and other technology upgrades. Upgrading the libraries into Media Centers is proposed as are improvements to the multipurpose room, the HVAC system and other administrative upgrades. Both projects have received approval from the Division of State Architect (DSA) and California Department of Education (CDE). Construction implementation for both projects is pending the availability of funding. Funding applications have been submitted to the State for the projects and are currently on the State's beyond bond authority list.

New Preschool, TK, and Kindergarten Facilities at Driffill Elementary School

The District was awarded a grant from the State for the construction of 10 new classrooms for preschool, transitional kindergarten, and kindergarten at Driffill elementary school. The project is intended to assist Driffill in meeting the educational specifications for transitional kindergarten (TK) and kindergarten students and to assist in the creation of an Early Childhood Development Center. The project is currently in the design phase.

Financial Information

Measure D Bond Sales

Total Authorization: \$142.5 million
 Series A—\$81 million March 2017
 Series B—\$14 million March 2018
 Series C—\$11 million December 2020
 Remaining Authorization : \$36.5 million

Measure D Citizens Bond

Oversight Committee

2022 Meeting Dates

February 14, 2022

June 13, 2022

Annual Financial & Performance Audit

The integrity of Measure D funds are audited annually by an independent accounting firm. For fiscal year ending June 30, 2022, the District's auditor was Nigro and Nigro, A Professional Accountancy Corporation. As described in the independent firm's audit report, it is the firm's opinion that the financial statements present fairly, in all material respects, the financial position of the Measure D General Obligation Bond Building Fund as of June 30, 2022, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America. In regards to the performance audit, the firm's opinion was that the District complied with compliance requirements for the Measure D General Obligation Bond proceeds. The Bond Oversight Committee has reviewed the independent auditor's reports, and together with their other activities, believe that Measure D funds have been spent in accordance with the language of the voter approved Measure and in a manner consistent with applicable State law.

Measure D General Obligation Bond Building Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the Fiscal Year Ended June 30, 2022

	<u>Measure "D"</u> <u>Building Fund</u>
REVENUES	
Other state sources	\$ 1,770,379
Interest earnings	79,663
Total Revenues	<u>1,850,042</u>
EXPENDITURES	
Current:	
Services and other operating expenditures	35,408
Capital outlay	14,228,072
Total Expenditures	<u>14,263,480</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(12,413,438)
Fund Balance, July 1, 2021	<u>29,824,041</u>
Fund Balance, June 30, 2022	<u>\$ 17,410,603</u>

***There were no audit findings in
2021-22***

Measure D Citizens Bond Oversight Committee 2022 Annual Report to the Community



Oxnard School District
Board of Trustees Meeting
May 17, 2023

Measure D

Bond Oversight Committee

Alyssa Maria, Chair, Parent/Guardian of Enrolled Child

Lisa Latimer, Vice Chair, Community at Large Representative

Will Ray Jr., PTA/Parent Representative

Gaylaird Christopher, Senior Citizens Organization Member

vacant, Bona-fide Taxpayers Organization Member

vacant, Business Organization Representative

vacant, Community at Large Representative

Annual Report

An Annual Report to the community has been prepared that includes:

- Summary of the Measure “D” Bond
- Program Status Report
- Financial and Performance Audits

Measure D Citizens Bond Oversight Committee

2022 Annual Report to the Community

OXNARD SCHOOL DISTRICT
May 2023



Rose Avenue Elementary School Design Renderings – IBI Group

The **Measure D Citizens Bond Oversight Committee (Committee)** has been established to actively review and report on the expenditure of voter-approved bonds, receive and review copies of annual performance and financial audits, and present an annual written report.

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Construction continues at Rose Avenue. The District was awarded a State grant for new preschool, transitional kindergarten, and kindergarten facilities at Drifill. The Drifill project is currently in the design phase.

This report shares project progress and financial information. On behalf of the Committee, I thank the Oxnard community for their support.

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Measure D Citizens Bond Oversight Committee

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Senior Citizens Organization Member

Will Ray Jr.
PTA/Parent Representative

Vacant
Bona-fide Taxpayers Organization Member

Vacant
Business Organization Representative

Vacant
Community at Large Representative

The Committee meets at least quarterly. Each member of the committee is appointed by the District’s Board of Trustees for a two year term of service. Committee minutes and information on bond funded projects are available on the District’s website: www.oxnardsd.org

Oxnard School District
Dr. Karling Aguilera-Fort
Superintendent

Board of Trustees
Veronica Robles-Solis, President
Jarely Lopez, Clerk
MaryAnn Rodriguez, Trustee
Monica Madrigal Lopez, Trustee
Rose Gonzales, Trustee

About Measure D

Measure D is a \$142.5 million General Obligation bond authorization approved by voters in November 2016.

All projects are consistent with the project list provided to voters by the District's Board of Trustees.

The District has issued approximately \$106 million in Measure D bonds, leaving approximately \$36.5 in remaining authorization.



GO Bond

\$142,500,000

Oxnard

56-72538

Purpose

Acquire, construct and modernize additional classrooms and support facilities to reduce overcrowding, replace portable classrooms and older schools with new permanent facilities, increase student access to computers and modern classroom technology, improve student safety, reduce operating costs and qualify to receive State funds.

November 2016

Project Progress

- The Rose Avenue Reconstruction project is under construction and is scheduled to be open for students in the 2023/24 school year



Project Progress

- The Modernization of McAuliffe and Ritchen Schools
 - Applications have been submitted to the State and are pending availability of funding
- New Preschool, TK and Kindergarten Facilities at Driffill Elementary School
 - 10 new PreK-K classrooms
 - Currently in the design phase

Financial and Performance Audit

Measure D funds are audited annually by an independent accounting firm

There were no audit findings in 2021-22

**Measure D General Obligation Bond Building Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance**

For the Fiscal Year Ended June 30, 2022

	<u>Measure "D"</u> <u>Building Fund</u>
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Questions and Answers



OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 17, 2023

Agenda Section: Section A: Preliminary

Introduction of Newly Appointed Oxnard School District Administrator (Aguilera-Fort)

Introduction of newly appointed Oxnard School District administrator:

- Patricia Nuñez, Director of Fiscal Services

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

The newly appointed administrator will be introduced to the Board of Trustees.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 17, 2023

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. Natalia Torres

Date of Meeting: May 17, 2023

Agenda Section: Section B: Hearing

Conduct Public Hearing to Sunshine the California School Employees Association Chapter #272 (CSEA) and the Oxnard School District (District) Initial Proposals for 2022-2023 Negotiations, Pursuant to Government Code Section 3547 (Torres)

In accordance with Article 29, Term of Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA) and the Oxnard School District (District), the District and CSEA would like to enter into contract negotiations for the 2022-2023 school year and any additional years as may be mutually agreed upon by the parties.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board conduct the Public Hearing to Sunshine CSEA and the District's initial proposals for negotiations for the 2022-23 school year.

ADDITIONAL MATERIALS:

Attached: [2022-2023 Reopener Initial Proposal.pdf](#)

[Public_Hearing_Notice_CSEA_Initial_Proposals_2022-2023.docx](#)

**INITIAL PROPOSAL – CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND
ITS OXNARD ELEMENTARY CHAPTER 272**

The California School Employees Association (CSEA) and its Oxnard Elementary Chapter 272 with this initial proposal notifies the Oxnard School District (District) of CSEA’s intent to modify or amend the contract and negotiate a number of articles within the collective bargaining agreement.

ARTICLE 2 -- CHECK-OFF AND ORGANIZATIONAL SECURITY

CSEA proposes to make changes to Section 3: Hold Harmless which may include additional parameters around CSEA’s involvement in the process.

ARTICLE 7 – EVALUATIONS

CSEA proposes to make changes to Section 2: Evaluation Procedures, which may include adjustments to the cadence of evaluations and/or supervisor eligible to conduct evaluations for an employee.

ARTICLE 8 – HOURS AND OVERTIME

CSEA proposes to make changes to Section 5: Split Shift which may include a reduction to the number of unpaid breaks that can be applied to an employee’s schedule.

ARTICLE 9 -- PAY ALLOWANCES

CSEA proposes to negotiate a healthy and dignified wage increase for classified.

ARTICLE 13 -- HEALTH AND WELFARE BENEFITS

CSEA proposes to make changes to Section 3: District Contribution which may include an increase to the District’s contribution to employee health benefits.

ARTICLE 14 -- ANNUAL WORK CALENDAR AND HOLIDAYS

CSEA proposes to make changes to Section 1: Scheduled Holidays which may include the addition of the Juneteenth holiday.

ARTICLE 16 -- LEAVES

CSEA proposes to make changes to Section 7: Entitlement to Other Sick Leave which may include clear language around the start of an employee’s right to the use of other sick leave.

ARTICLE 29 -- TERM OF AGREEMENT

CSEA proposes to make changes to the term of agreement to reflect the active dates of the collective bargaining agreement.

Should you have any questions or concerns, please do not hesitate to contact us. Please proceed with any requirements for posting prior to negotiations.



OXNARD SCHOOL DISTRICT

1051 South A Street • Oxnard, CA 93030 • (805) 385-1501 • www.oxnardsd.org

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Oxnard School District intends to conduct a public hearing on the *Sunshine of the California School Employees Association (CSEA) and the Oxnard School District's (District) initial proposals for 2022-2023 negotiations, pursuant to Government Code Section 3547*, at a regular meeting of the Board of Trustees on **May 17, 2023** at 7:00 pm, or as soon thereafter as this matter may be heard, in the Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030.

PLEASE TAKE FURTHER NOTICE that following the public hearing, the Board of Trustees of the Oxnard School District will consider authorizing the District to enter into contract negotiations with CSEA for the 2022-2023 school year and any additional years, as may be mutually agreed upon by the parties.

By: Natalia Torres, Ed.D.
Assistant Superintendent, Human Resources
(805) 385-1501, ext. 2050

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 17, 2023

Agenda Section: Section C: Consent Agenda

Setting of Date for Public Hearing - Oxnard School District 2023-24 Local Control Accountability Plan (DeGenna)

It is appropriate that the Board of Trustees set the date of June 7, 2023, in the Board Room of the Educational Service Center, for a public hearing on the Oxnard School District 2023-24 Local Control Accountability Plan (LCAP).

FISCAL IMPACT:

None

RECOMMENDATION:

Is is the recommendation of the Associate Superintendent of Educational Services that the Board of Trustees set the date of Wednesday, June 7, 2023, for a public hearing on the Oxnard School District 2023-24 Local Control Accountability Plan (LCAP).

ADDITIONAL MATERIALS:

Attached: [Notice of Public Hearing LCAP-English.pdf](#)
[Notice of Public Hearing LCAP-Spanish.pdf](#)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

NOTICE OF PUBLIC HEARING

May 17, 2023

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, June 7, 2023, at 7:00 p.m. or as soon thereafter as this matter may be heard, in the Board Room of the Educational Service Center Building of the Oxnard School District, located at 1051 South A Street, Oxnard, regarding the 2023-24 Local Control Accountability Plan (LCAP).

By: Dr. Ana DeGenna
Associate Superintendent,
Educational Services Department
(805) 385-1501, ext. 2301



DISTRITO ESCOLAR DE OXNARD

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

AVISO DE AUDIENCIA PÚBLICA

17 de mayo de 2023

La Junta Directiva del Distrito Escolar de Oxnard celebrará una Audiencia Pública, sobre el Plan de Rendición de Cuentas y Control Local (LCAP, por sus siglas en inglés), el día 7 de junio de 2023, a las 7:00 p.m. o posteriormente, tan pronto como este asunto se pueda escuchar, en la Sala de Reuniones de la Junta Directiva de las Instalaciones del Centro de Servicios Educativos sito en el 1051 de South A Street, Oxnard, sobre la Actualización del Plan de Continuidad del Aprendizaje del 2023-24 (LCAP).

Dr. Ana DeGenna
Superintendente Adjunto,
Departamento de Servicios Educativos
(805) 385-1501, ext. 2301

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 17, 2023

Agenda Section: Section C: Consent Agenda

Appointment of Representative to Fill Vacancy – Measure D Citizens’ Bond Oversight Committee (Mitchell)

The Measure D Citizens’ Bond Oversight Committee (CBOC) currently has a vacancy for a Taxpayers’ Organization representative, and Mr. Charles W. McLaughlin has expressed a willingness to serve in this capacity. The administration recommends Mr. McLaughlin’s appointment to the CBOC, and his name is submitted herewith for the Board’s consideration.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services that the Board of Trustees make a determination regarding the appointment of Mr. Charles W. McLaughlin as the Taxpayers’ Organization representative on the Measure D Citizens’ Bond Oversight Committee.

ADDITIONAL MATERIALS:

Attached: [Oxnard School District Measure D Citizens Bond Oversight Committee Membership List \(1 page\)](#)

OXNARD SCHOOL DISTRICT
MEASURE “D” CITIZENS’ BOND OVERSIGHT COMMITTEE
MEMBERSHIP & TERMS
May 2023

<i>Name</i>	<i>Representation</i>	<i>Position</i>	<i>End of Term</i>
<i>vacant</i>	Business Organization		
<i>vacant</i>	Community At- Large		
Christopher, Gaylaird	Senior Citizens’ Organization	AARP	November 2024
McLaughlin, Charles W.	Taxpayers’ Organization	Taxpayers’ Association	May 2025
Maria, Alyssa	Parent/Guardian	Parent, Soria School	May 2023
Ray, Will Jr.	Parent/Guardian PTA	Parent, PTA Board Member, McAuliffe School	January 2023*
Latimer, Lisa	Community At-Large	Former Parent, Soria School; Former PTA & School Site Council Member	January 2023*

**waiting for approval for request of term wavier, CDE’s State Board of Education Board Meetings May 18-19, 2023*



May 17, 2023 Board Meeting

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 17, 2023

Agenda Section: Section C: Consent Agenda

Enrollment Report (Mitchell)

District enrollment as of April 28, 2023 was 14,210. This is 236 less than the same time last year.

FISCAL IMPACT:

N/A

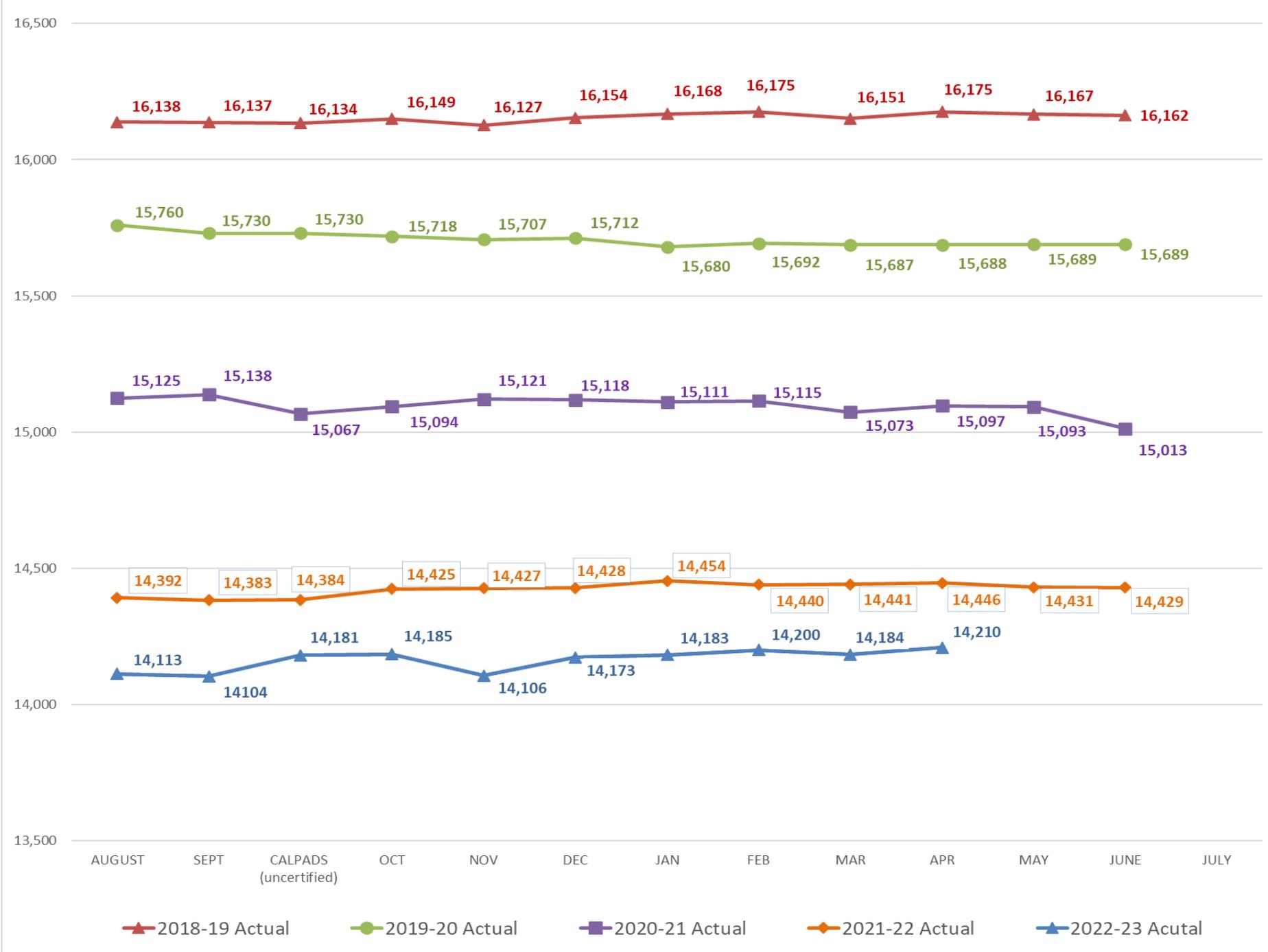
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph-Oxnard School District Enrollment History 2018-19 through 2022-23 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2018-19 through 2022-23 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 17, 2023

Agenda Section: Section C: Consent Agenda

Certification of Signatures (Mitchell)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

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

OXNARD SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

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

Unless amended by Board action, these approved signatures will be considered valid for the period of May 18, 2023 through June 30, 2023.

Date of Board Action: May 17, 2023

Signature: _____

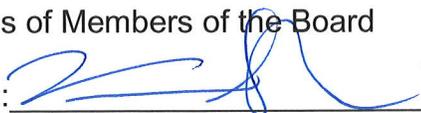


Dr. Karling Aguilera-Fort,
Superintendent/Secretary to
the Board of Trustees

PART I

Signatures of Members of the Board

Signature: _____



Veronica Robles-Solis, President
of the Board of Trustees

Signature: _____



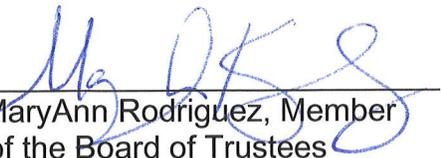
Monica Madrigal Lopez, Member
of the Board of Trustees

Signature: _____



Rose Gonzales, Member
of the Board of Trustees

Signature: _____



MaryAnn Rodriguez, Member
of the Board of Trustees

Signature: _____

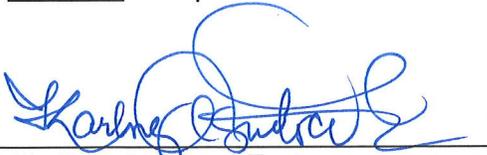


Jarely Lopez, Clerk
of the Board of Trustees

*Education Code Sections
42632, 42633

PART 2

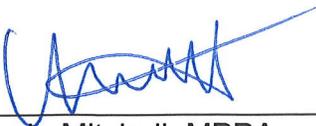
Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that person is authorized to sign.

Signature:  _____
Dr. Karling Agullera-Fort
Title: District Superintendent

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

Signature:  _____
Dr. Natalia Torres
Title: Assistant Superintendent, Human Resources

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

Signature:  _____
Valerie Mitchell, MPPA
Title: Assistant Superintendent, Business & Fiscal Services

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

Page Three

Signature: 

Dr. Anabela DeGenna

Title: Associate Superintendent, Educational Services

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

Signature: 

Patricia Núñez

Title: Director of Fiscal Services

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

Signature: 

Lisa A. Franz

Title: Director of Purchasing

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

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 17, 2023

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #22-09 (Mitchell/Franz)

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 3/30/2023 through 5/02/2023 for the 2022-2023 school year, for \$2,394,609.51.
2. There are no Draft Payments issued from 3/30/2023 through 5/02/2023, for the 2022-2023 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #22-09 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #22-09 \(17 Pages\)](#)

Includes Purchase Orders dated 03/30/2023 - 05/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP23-00092	Gold Star Foods	640	SUP	130-9320	637.20
NP23-00093	Gold Star Foods	640	SUP	130-9320	715.08
NP23-00094	P And R Paper Supply Co	640	SUP	130-9320	5,313.94
NP23-00095	Gold Star Foods	640	SUP	130-9320	2,568.85
NP23-00096	P And R Paper Supply Co	640	SUP	130-9320	6,947.89
NP23-00097	ePallet, Inc.	640	SUP	130-9320	4,268.21
NP23-00098	Gold Star Foods	640	SUP	130-9320	191.16
NP23-00099	Sysco Food Services Of Ventura	640	SUP	130-9320	1,394.00
NP23-00100	Gold Star Foods	640	SUP	130-9320	1,569.48
NP23-00101	Gold Star Foods	640	SUP	130-9320	1,081.00
P23-04358	SYDELL PALM SPRINGS LLC/ THE S AGUARO PALM SPRINGS	315	CONF LCAP 1.6	010-5200	4,621.10
P23-04448	Julie Moore The Bookworm	300	Books LCAP 3.01 Young Author's Fair	010-4200	786.16
P23-04449	Amazon Com	610	Ergonomic Materials and Supplies	010-4300	372.67
P23-04450	Amazon Com	380	Materials & supplies for Jennifer V. (LCAP 1.3)	010-4300	69.29
P23-04451	Amazon Com	380	Materials & supplies for Jennifer V. (LCAP 1.3)	010-4200	19.82
P23-04452	Amazon Com	380	Materials & supplies for Lauren T. (LCAP 1.3)	010-4300	289.64
P23-04453	Amazon Com	380	Materials & supplies for Joanne K. (LCAP 1.3)	010-4300	278.39
P23-04454	Amazon Com	380	Materials & supplies for Shanna M. (LCAP 1.3)	010-4300	94.97
P23-04455	Amazon Com	380	Books for David O. (LCAP 1.3)	010-4200	74.96
P23-04456	Amazon Com	380	Materials & supplies for Nicole C. (LCAP 1.3)	010-4300	47.09
P23-04457	Amazon Com	380	Materials & supplies for Elizabeth N. (LCAP 1.3)	010-4300	152.59
P23-04458	Amazon Com	380	Books for (LCAP 1.3)	010-4200	20.79
P23-04459	Amazon Com	380	Materials & supplies for Venus C. (LCAP 1.3)	010-4300	18.73
P23-04460	Amazon Com	380	Materials & supplies for Kaitlyn B. (LCAP 1.3)	010-4300	69.15
P23-04461	Amazon Com	315	MATERIAL AND SUPPLYS (LCAP 1.9)	010-4300	40.52
P23-04462	LTJ HEATING & AIR CONDITIONING INC.	630	DEF MAINT/BLDG (FAC X-BRACE PROJ)	140-6200	17,825.00
P23-04463	Southwest School & Office Sup	003	stores supplies	010-9320	3,026.23
P23-04464	Amazon Com	036	matl/sup - instructional Sped - Wedel	010-4300	38.51
P23-04465	Amazon Com	040	MATL/SUPP-INSTRUCTIONAL	010-4300	268.67
P23-04466	Amazon Com	066	MATL/SUP-Instructional (P.Sierra)	010-4300	99.26
P23-04467	Amazon Com	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	53.69
P23-04468	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	223.92
P23-04469	Amazon Com	066	MATL/SUP-Instructional	010-4300	521.97
P23-04470	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	290.33

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04471	Amazon Com	050	Materials & Supplies-Inst	010-4300	342.97
P23-04472	Amazon Com	050	Materials & Supplies-Inst	010-4300	702.92
P23-04473	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	68.93
P23-04474	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	482.12
P23-04475	Amazon Com	050	Materials & Supplies-Inst	010-4300	271.67
P23-04476	Amazon Com	050	Materials & Supplies-Inst	010-4300	245.75
P23-04477	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	663.24
P23-04478	Amazon Com	044	MATERIALS & SUPPLIES	010-4300	755.97
P23-04479	Amazon Com	041	Mat/Sup - Instructional LCAP 1.6	010-4300	1,699.07
P23-04480	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	385.50
P23-04481	Amazon Com	041	Mat/Sup - Instructional	010-4300	2,592.05
P23-04482	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	213.84
P23-04483	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	653.32
P23-04484	Amazon Com	050	Materials & Supplies-INST	010-4300	115.09
P23-04485	Amazon Com	050	MATERIALS & SUPPLIES-INST	010-4300	377.62
P23-04486	Amazon Com	630	Materials and Supplies	010-4300	22.00
P23-04487	Amazon Com	630	Materials and Supplies	010-4300	402.47
P23-04488	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	308.19
P23-04489	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	94.93
P23-04490	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	348.12
P23-04491	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	169.23
P23-04492	Amazon Com	050	BOOKS OTHER THAN THEXTBOOKS-INST	010-4200	275.94
P23-04493	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	54.04
P23-04494	Amazon Com	036	matl/sup - instructional	010-4300	1,662.96
P23-04495	Amazon Com	036	matl/sup -instructional	010-4300	303.67
P23-04496	Amazon Com	055	Mat/Supp-Instructional	010-4300	245.96
P23-04497	Amazon Com	036	matl/sup - instructional	010-4300	846.23
P23-04498	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	149.94
P23-04499	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	152.45
P23-04500	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	208.89
P23-04501	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	192.24
P23-04502	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	251.57
P23-04503	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	318.06

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P23-04504	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	378.03
P23-04505	Amazon Com	050	BOOKS THAN TEXTBOOKS-INST	010-4200	203.53
P23-04506	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	108.03
P23-04507	Amazon Com	385	MAT/SUP- LCAP Goal 2.4; Counselors/student order	010-4300	60.06
P23-04508	FELICIA J LEW, OD	380	SERV	010-5800	20,000.00
P23-04509	Amazon Com	300	MAT/SUPP	010-4300	54.30
P23-04510	IMAGE APPAREL FOR BUSINESS	636	SERV (22-23 NIGHT CUSTODIAN UNIFORMS-JC BELTRAN)	010-5800	111.05
P23-04511	TRI-COUNTY OFFICE FURNITURE	315	MATR/SUPPL (LCAP 1.6)	010-4400	2,004.74
P23-04512	Lectorum Publications Inc	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	171.72
P23-04513	Lakeshore Learning Materials	044	MATERIALS & SUPPLIES	010-4300	443.40
P23-04514	TRI-COUNTY OFFICE FURNITURE	385	MAT/SUP- LCAP Goal 2.4; Wellness Center.	010-4300	1,336.38
				010-4400	9,991.50
P23-04515	TRI-COUNTY OFFICE FURNITURE	385	MAT/SUP- LCAP Goal 2.4; Wellness Center.	010-4300	4,484.23
				010-4400	13,156.20
P23-04516	Carson Dellosa Publishing Co	042	Materials & Supplies-Instructional	010-4300	61.90
P23-04517	TOM HENSON HENSON MUSIC CENTER	046	MATL/SUPPLY-INSTRUCTION	010-4300	299.99
P23-04518	Gopher Sport	042	Materials and Supplies Instructional	010-4300	171.85
P23-04519	First Book	042	BOOKS (INSTRUCTIONAL)	010-4200	47.25
P23-04520	AG Designs 805 Inc.	051	MAT/SUPPLIES (Instructional)	010-4300	491.63
P23-04521	Aswell Trophy And Engraving	042	Materials and Supplies	010-4300	648.51
P23-04522	EVENTOS ANA, INC.	051	SERV	010-5600	650.00
P23-04523	AG Designs 805 Inc.	051	MAT/SUPPLIES (Instructional)	010-4300	571.98
P23-04524	MONTGOMERY HARDWARE CO	630	Locksmith Materials and Supplies	010-4343	28,481.48
P23-04525	Discount School Supply	042	Materials and Supplies	010-4300	520.03
P23-04526	TOM HENSON HENSON MUSIC CENTER	055	Music Books	010-4200	481.80
P23-04527	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	315	Virtual Training & Books LCAP 1.6	010-4200	1,218.60
				010-5818	4,560.45
P23-04528	Lakeshore Learning Materials	050	Materials & Supplies-Inst	010-4300	204.79
P23-04529	Ashton Awards Inc Aswell Troph y	360	Materials LCFF	010-4300	316.28
P23-04530	Lakeshore Learning Materials	050	Materials & Supplies-Inst	010-4300	196.58
P23-04531	Dial Security	630	Professional Services / Harrington	010-5800	1,525.14
P23-04532	IN-N-OUT BURGER FOUNDATION	051	SERVICES (Instructina)	010-5800	995.00
P23-04533	GREENFIELD LEARNING INC	300	Software- LCAP1.22	010-5818	864.56
P23-04534	UNITED RECORDS MANAGEMENT	610	Service	010-5800	655.50
P23-04535	ORIENTAL TRADING COMPANY	050	Materials & Supplies-Inst	010-4300	28.81

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04536	Super Duper Inc	380	Materials & supplies for Jennifer V. (LCAP 1.3)	010-4300	181.12
P23-04537	Perma Bound Books	044	BOOKS OTHER THAN TEXTBOOKS	010-4200	3,000.00
P23-04538	SPEECH CORNER	380	Materials & supplies for Cristina Kazzi(LCAP 1.3)	010-4300	212.16
P23-04539	TRI-COUNTY OFFICE FURNITURE	385	MAT/SUP- LCAP Goal 2.4; Wellness Center.	010-4300	7,715.73
				010-4400	7,282.21
P23-04540	TRI-COUNTY OFFICE FURNITURE	385	MAT/SUP- LCAP Goal 2.4; Wellness Center.	010-4300	6,426.96
				010-4400	7,692.94
P23-04541	Hand2mind	315	MTRL/SUPL LCAP 1.6	010-4300	28,301.43
P23-04542	Nasco	046	MATL/SUPPLY-INSTRUCTION	010-4300	290.85
P23-04543	SONOVA USA INC	385	REPAIR- LCAP Goal 2.5; Roger touch mic	010-5632	188.99
P23-04544	Amazon Com	315	Material/Supplies (LCAP 1.6)	010-4300	424.52
P23-04545	Amazon Com	315	MATERIAL/SUPPLIES (LCAP 1.6)	010-4300	1,413.62
P23-04546	Pro Ed	380	MAT/SUPL (LCAP 1:13)	010-4300	8,800.43
P23-04547	Amazon Com	315	MATERIAL/SUPPLYS LCAP 1.6	010-4300	1,521.76
P23-04548	Amazon Com	315	MATERIAL AND SUPPLYS (LCAP 1.6)	010-4300	757.64
P23-04549	Amazon Com	315	MATERIAL AND SUPPLYS (LCAP 1.6)	010-4300	1,570.52
				010-4400	4,719.94
P23-04550	Amazon Com	032	MAT/SUP- LCAP Goal 2.4; Wellness Center	010-4300	3,761.77
				010-4400	596.19
P23-04551	Staples Direct	044	MATERIALS & SUPPLIES	010-4300	262.19
P23-04552	Office Depot Bus Ser Div	042	Materials and Supplies	010-4300	135.99
P23-04553	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	1,060.08
P23-04554	Old Mission Santa Barbara, Inc	051	SERVICES (Instructional)	010-5800	146.00
P23-04555	SCHOLASTIC-BOOK CLUBS	057	Kelble book order	010-4200	545.16
P23-04556	CONTRACT PAPER GROUP INC	003	Stores Supplies	010-9320	31,403.69
P23-04557	CALIFORNIA SCIENCE CENTER RESE RVATIONS OFFICE	050	SERV-INST	010-5800	50.00
P23-04558	Lakeshore Learning Materials	036	mat/sup - instructional Sped - Wedel	010-4300	163.84
P23-04560	Lakeshore Learning Materials	036	matl/sup - instructional -Cuellar RSP	010-4300	264.32
P23-04561	Dave Bang Associates Inc	059	Equipment (6400)	010-6400	30,742.91
P23-04562	Super Duper Inc	380	Materials & supplies for Faith P. (LCAP 1.3)	010-4300	245.59
P23-04563	Lakeshore Learning Materials	053	Materials/Supplies- Instructional	010-4300	1,950.79
P23-04564	SPEECH CORNER	380	Materials & supplies for Cinthya L. (LCAP 1.3)	010-4300	157.38
P23-04565	Super Duper Inc	380	Materials & supplies for Cinthya L. (LCAP 1.3)	010-4300	120.12
P23-04566	Super Duper Inc	380	Materials & supplies for Justine S. (LCAP 1.3)	010-4300	123.28
P23-04568	Super Duper Inc	380	Materials & supplies for (LCAP 1.3)	010-4300	228.78

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04569	Super Duper Inc	380	Materials & supplies for (LCAP 1.3)	010-4300	53.60
P23-04570	Super Duper Inc	380	Materials & supplies for Venus C. (LCAP 1.3)	010-4300	262.23
P23-04571	Super Duper Inc	380	Materials & supplies for Bianca H. (LCAP 1.3)	010-4300	257.43
P23-04572	Super Duper Inc	380	Materials & supplies for Kaitlyn B. (LCAP 1.3)	010-4300	172.29
P23-04573	SPEECH CORNER	380	Materials & supplies for Shanna M. (LCAP 1.3)	010-4300	176.57
P23-04574	Teachers Pay Teachers	380	Materials & supplies for Natalie G. (LCAP 1.3)	010-4300	158.30
P23-04575	Lakeshore Learning Materials	059	Materials & Supplies- Classroom Funds, F. Zuniga	010-4300	276.35
P23-04576	Brookes Publishing Company	059	Materials & Supplies	010-4300	183.38
P23-04577	ORIENTAL TRADING COMPANY	380	Materials & supplies for ESY 2023 (LCAP 1.13)	010-4300	706.40
P23-04578	BOOM LEARNING	380	Materials & supplies for Molly S. (LCAP 1.3)	010-4300	250.00
P23-04579	VER SALES, INC	630	Locksmith Materials and Supplies	010-4343	17,851.23
P23-04580	Avid Center	055	AVID Conference Admin 6/19-6/21/23	010-5200	950.00
P23-04581	Infant Development Assoc of CA	059	Travel & Conference	010-5200	40.00
P23-04582	Lakeshore Learning Materials	059	Materials & Supplies	010-4300	299.95
P23-04583	Super Duper Inc	380	Materials & supplies for Angelica M. (LCAP 1.3)	010-4200	42.67
P23-04584	Maps.com LLC	051	BOOKS Instructional)	010-4200	1,012.33
P23-04585	Raceway Promotions Inc.	630	Professional Service / Uniform	010-5800	685.67
P23-04586	Calif Assn Of Latino Supt & Ad	300	Membership-	010-5300	200.00
P23-04587	Guitar Center	315	MATL/SUP LCAP 1.6	010-4400	2,352.59
P23-04588	CPI	380	MEMBERSHIP (S.NOVAK) LCAP 1.30	010-5300	200.00
P23-04589	International E-Z UP Inc	315	MATERIAL AND SUPPLYS (LCAP 1.6)	010-4300	3,250.19
P23-04590	Amazon Com	032	Matl/Sup	010-4300	274.26
P23-04591	Amazon Com	032	Matl/Sup	010-4300	202.71
P23-04592	Amazon Com	380	Materials & supplies for Erin R. (LCAP 1.3)	010-4300	142.41
P23-04593	Amazon Com	380	Materials & supplies for ESY 2023 (LCAP 1.13)	010-4300	419.57
P23-04594	Amazon Com	380	Materials & supplies for ESY (LCAP 1.13)	010-4300	274.97
P23-04595	Amazon Com	380	Mat/Supp (LCAP 1.13)	010-4300	200.57
P23-04596	Amazon Com	059	Materials & Supplies; Classroom Funds, H. Jones	010-4300	49.96
P23-04597	Amazon Com	059	Materials & Supplies	010-4300	796.27
P23-04598	Amazon Com	315	MATERIAL AND SUPPLYS (LCAP 1.9)	010-4300	2,353.22
P23-04599	Amazon Com	032	Matl/Sup - Instructional	010-4300	655.27
P23-04600	Amazon Com	630	Materials and Supplies	010-4300	53.68

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04601	Amazon Com	059	Materials & Supplies	010-4200	20.58
				010-4300	58.61
P23-04602	Amazon Com	315	MATERIAL/SUPPLYS (LCAP 1.6)	010-4300	1,486.59
P23-04603	Dial Security	630	Repair / Elm	010-5632	5.00
P23-04604	Dial Security	630	Professional Service / Frank	010-5800	150.00
P23-04605	Dial Security	630	Professional Service / Fire Monitoring	010-5800	738.00
P23-04606	ART TREK INC	058	1st Grade Field Trip - ArtTrek 9 May 2023	010-5800	930.00
P23-04607	Apple Computer Inc	038	MATL/SUPP-INSTRUCTIONAL IPAD	010-4418	4,424.96
P23-04608	Every Special Child LLC	380	SERV(PARA-J. OLVERA)	010-5100	29,480.00
P23-04609	Every Special Child LLC	380	SERV(PARA-C. LOPEZ)	010-5100	29,480.00
P23-04610	Pro Ed	380	Materials & supplies for (LCAP 1.3)	010-4300	238.50
P23-04611	FREEDOM PLAZA HOTEL HYATT PLAC E PROVO	345	Conf LCAP 1.28 (Dr. Fox)	010-5200	836.31
P23-04612	Ventura Co Office Of Education	059	Travel & Conference	010-5200	20.00
P23-04613	Office Depot Bus Ser Div	042	Materials and Supplies	010-4300	116.34
P23-04614	Grainger Inc	315	Summer School LCAP 1.3	010-4300	1,546.02
P23-04615	Parent Project Inc	032	Matl/Sup - Instructional	010-4300	35.16
P23-04616	SAMUEL NEFF FISHER	315	MTRL/SUPL LCAP 1.6	010-4300	25,000.00
P23-04617	Department Of Industrial Relat	630	Conveyance fees / Frank Elevator	010-5800	125.00
P23-04618	COULTER VENTURES LLC ROGUE FIT NESS	315	Material Supplys (LCAP 1.9)	010-4300	15,948.94
				010-4400	4,320.08
P23-04619	ORIENTAL TRADING COMPANY	315	MATERIAL AND SUPPLYS (LCAP 1.6)	010-4300	2,179.38
P23-04620	TRI-COUNTY OFFICE FURNITURE	315	FURNITURE- CONF RM/ LCAP 1.6	010-4300	1,969.96
				010-4400	31,244.28
P23-04621	TRI-COUNTY OFFICE FURNITURE	315	FURNITURE- WELLNESS CTR- LCAP 1.6	010-4300	4,812.37
				010-4400	36,518.15
P23-04622	SCHOOL SERVICES OF CALIFORNIA, INC.	200	CONF Dr. Natalia Torres	010-5200	295.00
P23-04623	ORIENTAL TRADING COMPANY	315	MATERIAL AND SUPPLYS (LCAP 1.6)	010-4300	2,179.38
P23-04624	Gopher Sport	315	MATERIAL SUPPLYS (LCAP 1.9)	010-4300	392.32
P23-04625	Scott Hall	600	SERV-Appraisal. ELOP bldg	010-6120	2,500.00
P23-04627	SCHOOL SERVICES OF CALIFORNIA, INC.	660	MAY REVISION WORKSHOP WEBINAR- 5/19/23 9am-12pm	010-5200	295.00
P23-04628	CN School & Office Sol, Inc Cu lver-Newlin	001	EQUIP (FURNITURE - WAREHOUSE)	010-4400	8,317.43
P23-04629	Ventura Co Office Of Education	200	SERV (TPSL training)	010-5200	1,000.00
P23-04630	CREDENTIALS COUNSELORS AND ANA LYSTS OF CALIFORNIA	200	MEMB	010-5300	75.00
P23-04631	Uline	001	EQUIP (FURNITURE - WAREHOUSE)	010-4300	524.53
P23-04632	SCHOOL TECH SUPPLY	380	Materials for Shiri H.(LCAP 1.3)	010-4418	873.99
P23-04633	SCHOOL TECH SUPPLY	380	Materials for JuanCarlo G. (LCAP 1.3)	010-4418	830.29
P23-04634	City Of Ventura Parks Administ ration	066	SERV-Instructional	010-5800	577.50

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04635	COOLE SCHOOL	057	School Agendas	010-4300	1,294.72
P23-04636	Laser Toner & Computer Supply	057	Ink and Toner for Staff	010-4300	3,496.00
P23-04637	Museum of Science	315	MTRL/SUPL LCAP 1.6	010-4300	52,421.81
P23-04638	SCHOOL TECH SUPPLY	315	MATERIAL AND SUPPLYS (LCAP 1.6)	010-4300	19,861.65
				010-4400	62,239.73
P23-04639	SCHOOL TECH SUPPLY	200	MATL/SUPP	010-4318	1,413.70
P23-04640	OSCAR FIERROS KEITH'S AUTO	003	REPAIRS	010-5632	5,000.00
P23-04641	Mercury Disposal System, Inc	003	Service	010-5800	1,500.00
P23-04642	360 Degree Customer, Inc	380	SERV(PARA-G. Reyes)	010-5100	57,200.00
P23-04643	Amazon Com	380	Materials & supplies for ESY (LCAP 1.13)	010-4300	456.11
P23-04644	Amazon Com	200	MATL/SUP	010-4300	51.81
P23-04645	Amazon Com	041	Supplies RSP Teachers(2) C.Velarde & B.Adesina	010-4300	403.54
P23-04646	Amazon Com	315	MATERIAL AND SUPPLYS (LCAP 1.6)	010-4300	2,064.67
P23-04647	Amazon Com	315	MATERIAL AND SUPPLYS (LCAP 1.6)	010-4400	32,073.62
P23-04648	Amazon Com	057	Materials and Supplies	010-4300	1,286.30
P23-04649	Amazon Com	610	Ergonomic Materials and Supplies	010-4300	615.41
P23-04650	Amazon Com	050	BOOKS OTHER THAN TEXTBOOKS-INST	010-4200	31.74
P23-04651	Amazon Com	054	materials/sup-instructional	010-4300	492.51
P23-04652	Amazon Com	054	matl/sup-instructional	010-4300	582.30
P23-04653	Amazon Com	052	BOOKS OTHR & MATL SUPL/INSTR	010-4200	90.49
				010-4300	147.34
P23-04654	Amazon Com	052	MATL/SUPL-Instr	010-4300	252.68
P23-04655	Amazon Com	052	MATL/SUPL-Instr	010-4200	18.11
				010-4300	183.93
P23-04656	Amazon Com	052	MATL/SUPL-Instr	010-4300	236.84
P23-04657	Amazon Com	052	Matl/Supl-Instr	010-4300	107.99
P23-04658	Amazon Com	052	MATL/SUPL-Instr	010-4300	233.37
P23-04659	Apple Computer Inc	052	COMP SUPL SOFT/Instr	010-4318	2,321.14
P23-04660	GREENWOOD PUB GROUP LLC HEINEM ANN	054	books- other than textbooks.	010-4200	875.85
P23-04661	Demco Inc	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	333.20
P23-04662	Lakeshore Learning Materials	052	MATL/SUPL-Instr	010-4300	1,032.73
P23-04663	School Life, div of ImageStuff	048	MATERIALS AND SUPPLIES-INCENTIVES	010-4300	112.63
P23-04664	CDW G	004	SOFTWARE	010-5818	13,327.91
P23-04665	CCI Office Technologies	655	Materials and Supplies	010-4300	2,283.33
P23-04666	Amazon Com	041	Matl-Sup - Instructional	010-4300	551.69
P23-04667	Amazon Com	052	MATL SUPL/INSTR	010-4300	217.27
P23-04668	Amazon Com	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	153.83
P23-04670	SCHOLASTIC-BOOK CLUBS	066	Books other than textbooks-Instructional	010-4200	565.25

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Includes Purchase Orders dated 03/30/2023 - 05/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04671	Lakeshore Learning Materials	044	MATERIALS & SUPPLIES LCAP 1.07 & 1.09	010-4300	207.55
P23-04672	Amazon Com	041	Mat/Sup. Sp. Ed Teacher P. Nippard	010-4300	140.47
P23-04673	Amazon Com	630	Materials and Supplies	010-4300	419.52
P23-04674	Amazon Com	052	MATL/SUPL-INSTR	010-4300	133.05
P23-04675	Amazon Com	052	Mat/supl-intr	010-4300	120.17
P23-04676	Amazon Com	052	MATL/SUPL-Instr	010-4300	25.79
P23-04677	Amazon Com	052	Books Other-Instr	010-4300	65.01
P23-04678	Amazon Com	052	MATL/SUPL-Instr	010-4200	92.53
P23-04679	Amazon Com	052	MATL/SUPL-Instr	010-4300	238.38
P23-04680	Amazon Com	052	MATL/SUPL-Instr	010-4300	242.45
P23-04681	Amazon Com	060	Material/SUP-Inst Ms. Finney	010-4300	184.74
P23-04682	Amazon Com	060	Materials/SUP-Ins. Ms. Cervantes	010-4300	88.88
P23-04683	Amazon Com	060	Materials/Sup-Instruction. Ms. Luna Counselor	010-4300	98.41
P23-04684	Amazon Com	060	Materials/SUP-Instruction AR Activities	010-4300	401.41
P23-04685	Amazon Com	060	Materials/SUP-Instruction (Office supplies)	010-4300	93.88
P23-04686	Amazon Com	052	Mat/supl-intr	010-4300	118.63
P23-04687	Amazon Com	630	Grounds Materials and Supplies	010-4300	481.49
P23-04688	Amazon Com	052	MATL/SUPL-Instr	010-4300	200.17
P23-04689	Amazon Com	052	MATL/SUPL-Instr	010-4300	179.43
P23-04690	Amazon Com	380	Mat/Supp (LCAP 1.13)	010-4300	565.27
P23-04691	Amazon Com	315	MATERIAL/SUPPLYS (LCAP 1.6)	010-4300	159.47
P23-04692	Amazon Com	058	SEL Books Order Part I	010-4200	523.50
P23-04693	Amazon Com	058	SEL Book Order Part II	010-4200	501.17
P23-04694	Amazon Com	058	SEL Book Order Part III	010-4200	568.46
P23-04695	Amazon Com	058	SEL Book Order Part IV	010-4200	584.18
P23-04696	Amazon Com	058	SEL Book Order Part IV	010-4200	556.65
P23-04697	Amazon Com	058	SEL Book order Part VI	010-4200	802.29
P23-04698	Amazon Com	058	5th Grade promotion supplies	010-4300	517.15
P23-04699	Amazon Com	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	146.92
P23-04700	Amazon Com	315	MATL/SUPL LCAP 1.6	010-4300	95.18
P23-04701	Amazon Com	053	Materials/ Supplies- Instructional	010-4300	121.62
P23-04702	Amazon Com	040	BOOKS OTHER THAN	010-4200	94.83
P23-04703	Amazon Com	057	Student Incentives	010-4300	238.14
P23-04704	Amazon Com	040	MATL/SUPP	010-4300	78.98
P23-04705	Amazon Com	057	Rodriguez book order	010-4200	113.77
P23-04706	Amazon Com	050	Materials & Supplies-Inst LCAP 1.6	010-4300	94.02
P23-04708	Amazon Com	057	Materials and Supplies	010-4300	1,288.04
P23-04709	Amazon Com	060	Materials/SUP-Instruction 3rd gr. Steam	010-4300	1,429.95

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04710	Lakeshore Learning Materials	059	EQUIP/MTLS (PREK)	010-4300	6,013.31
				010-4400	6,789.78
P23-04711	Lakeshore Learning Materials	059	EQUIP/MTLS (PREK)	010-4300	6,013.31
				010-4400	6,789.78
P23-04712	CN School & Office Sol, Inc Cu Iver-Newlin	059	EQUIP/MTLS (PREK)	010-4300	676.69
P23-04713	CN School & Office Sol, Inc Cu Iver-Newlin	001	EQUIP (FURNITURE - BUSINESS OFFICE)	010-4300	16,376.86
P23-04714	SANTA BARBARA BOTANIC GARDEN	055	Santa Barabar Botanical Garden	010-4300	22.00
P23-04715	Amazon Com	050	MATERIALS & SUPPLIES-INST	010-4300	157.32
P23-04718	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	242.32
P23-04719	Amazon Com	036	matl/sup - instructional	010-4200	285.92
				010-4300	184.90
				010-4318	343.88
P23-04720	Amazon Com	036	matl/sup - instructional	010-4300	934.85
				010-4318	684.67
P23-04721	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	313.92
P23-04722	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	594.37
P23-04723	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	232.41
P23-04724	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	263.53
P23-04725	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	366.46
P23-04726	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	516.47
P23-04727	Amazon Com	032	Matl/Sup - Instructional	010-4300	119.71
P23-04728	Amazon Com	003	STORES- PPE SUPPLIES (CLOROX/BABY WIPES)	010-4300	3,095.16
P23-04729	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	762.32
P23-04730	Amazon Com	630	Materials and Supplies	010-4300	451.14
P23-04731	Amazon Com	630	Materials and Supplies	010-4300	220.99
P23-04732	Office Depot Bus Ser Div	052	MATL SUPL/INSTR	010-4300	63.98
P23-04733	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	274.78
P23-04734	Amazon Com	052	MATL/SUPL-Instr	010-4300	148.22
P23-04735	Amazon Com	058	Charging cords for student iPad charging stations	010-4300	285.63
P23-04736	Amazon Com	038	matl/supp-Guillen	010-4300	602.25
P23-04737	Amazon Com	038	MAT/SUPP-Guillen	010-4300	817.84
P23-04738	Amazon Com	038	MAT/SUPP-Guillen	010-4300	453.14
P23-04739	Amazon Com	038	matl/supp-instructional-Guillen	010-4300	648.40
P23-04740	Amazon Com	038	matl/supp-instructional-Guillen	010-4300	370.63
P23-04741	Amazon Com	038	matl/supp-Guillen	010-4300	374.68
P23-04742	Amazon Com	038	matl/supp-Guillen	010-4300	754.82
P23-04743	Amazon Com	038	matl/supp-Guillen	010-4300	788.50
P23-04744	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	316.37
P23-04745	Amazon Com	058	Materials - activities during construction	010-4300	879.13

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04746	Amazon Com	054	matl/sup-instructional	010-4300	478.69
P23-04747	Amazon Com	054	materials and supp-instructional	010-4300	314.03
P23-04748	Amazon Com	054	matl/sup-instructional	010-4300	78.03
P23-04749	Amazon Com	058	Counselor Matl's & Supplies	010-4300	586.47
P23-04750	Amazon Com	058	COUNSELOR SUPPLIES ACTIVITIES	010-4300	532.40
P23-04751	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	389.47
P23-04752	Amazon Com	058	COUNSELOR MATERIALS PART II	010-4300	755.04
P23-04753	Amazon Com	038	matl/sup-instructional	010-4300	78.46
P23-04754	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	211.32
P23-04755	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	428.26
P23-04756	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	197.78
P23-04757	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	644.81
P23-04758	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	984.52
P23-04759	Amazon Com	051	MAT/SUPPLIES (Insturctional)	010-4300	266.19
P23-04760	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	332.74
P23-04761	Laurie Kolkman Firefly Ceramic s	055	Field Trip AT-01143 Fees	010-4300	720.00
P23-04762	1st Maker Space, Inc.	315	EQUIP/MTLS	010-4300 010-4400 010-5800	38,186.13 62,028.87 2,620.00
P23-04763	Amazon Com	055	Materials /Supplies	010-4200 010-4300	182.74 16.92
P23-04764	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	1,107.79
P23-04765	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	1,522.31
P23-04766	Amazon Com	054	materials and sup-instructional	010-4300	2,655.17
P23-04767	Amazon Com	054	Materials & Supplies	010-4300	1,168.34
P23-04768	Amazon Com	038	matl/sup-parent	010-4300	469.25
P23-04769	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	1,254.02
P23-04770	Amazon Com	345	MTLS LCAP 1.4 (LCFF)	010-4300	778.74
P23-04771	Amazon Com	048	MAT/SUP- LCAP Goal 2.4; Wellness Center.	010-4300	3,371.12
P23-04772	Amazon Com	055	MAT/SUP- LCAP Goal 2.4; Wellness Center	010-4300	1,540.71
P23-04773	Amazon Com	052	MATL/SUPL-Inst	010-4300	1,482.95
P23-04774	Amazon Com	066	MATL/SUP-Instructional	010-4300	147.87
P23-04775	Amazon Com	042	MAT/SUP- LCAP Goal 2.4; Wellness Center	010-4300 010-4400	5,870.67 1,430.90
P23-04776	Lakeshore Learning Materials	057	Learning Materials	010-4300	2,693.54
P23-04777	Ashton Awards Inc Aswell Troph y	055	Matl and Supplies for Speech Contest	010-4300	47.63
P23-04778	Lakeshore Learning Materials	315	MTRL/SUPL LCAP 1.6	010-4300	21,101.97
P23-04779	Lakeshore Learning Materials	057	Materials and Supplies	010-4300	1,392.60
P23-04780	Lakeshore Learning Materials	060	Materials/SUP-Instruction Kinder	010-4300	273.02
P23-04781	Petroleum Telcom Inc DBA Telec om	057	Radios	010-4300	2,871.09
P23-04782	Lakeshore Learning Materials	038	MATL/SUPP-Guillen	010-4300	52.35

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04783	United Airlines, Inc	315	CONF LCAP 1.21	010-5200	557.30
P23-04784	Office Depot Bus Ser Div	050	MTLS/SUPL GOAL 1 ACT 3	010-4300	9.80
P23-04785	Amazon Com	059	MTLS/SUPPLIES	010-4200	10.72
				010-4300	118.09
P23-04786	CALIF SCHOOL NUTRITION ASSOC.	640	membership	130-5300	130.00
P23-04787	J. JESUS GUZMAN ZAVALA PERFECT DESIGN	640	MATL/SUP	130-4300	1,988.35
P23-04788	Central Restaurant Products	640	MATL/SUP	010-4300	159.64
P23-04789	SCHOOL NUTRITION ASSOCIATION	640	dues	130-5300	146.00
P23-04790	SCRIPPS MEDIA INC VENTURA COUN TY STAR	640	other services	130-5800	423.09
P23-04791	Veritiv Operating Company	003	stores supplies	010-9320	1,198.78
P23-04792	ALVARO VENEGAS dba/ SWEAT III	048	T1/SERV (GOAL 2/3, ACTIVITY 7/19)	010-5800	19,200.00
P23-04793	VENTURA COUNTY ARTS COUNCIL	051	T3/SERV (GOAL 1 ACAD ACHIEVE)	010-5800	1,600.00
P23-04794	Total Compensation Systems Inc	660	Services/Actuarial Study	010-5800	10,600.00
P23-04795	Amazon Com	060	Mat/Sup-Ins Ms. Gonzales-Villapando RSP(SDC)	010-4300	199.74
P23-04796	Amazon Com	058	MS. LEOS - SPED FUNDS ORDER	010-4300	200.93
P23-04797	Amazon Com	058	ALFERES - SPED FUNDS	010-4300	180.99
P23-04798	Amazon Com	058	DIMENTO/MANLEY SPED MATLS 1	010-4300	355.22
P23-04799	Amazon Com	050	Materials & Supplies-Inst	010-4300	432.86
P23-04800	Amazon Com	050	Materials & Supplies-Inst	010-4300	134.60
P23-04801	VEX ROBOTICS LLC	041	Mat/Sup. - Instructional	010-4400	720.33
P23-04802	Children's Museum of Santa Barbara, MOXI	048	ENTRANCE FEES-INSTRUCTIIONAL	010-5800	588.00
P23-04803	American Assoc of Interpreters and Translators in Educatio	100	CONF - AAITE	010-5200	149.00
				010-5300	60.00
P23-04804	POSITIVE ADVENTURES LLC	315	ELOP/SERV	010-5100	225,000.00
				010-5800	25,000.00
P23-04805	Every Special Child LLC	380	SERV(RSP-G.ALBARRAN)	010-5100	38,760.00
P23-04806	ASCD	100	ASCD Membership	010-5300	239.00
P23-04807	SCHOLASTIC INC	057	Cahill book order	010-4200	548.44
P23-04808	SCHOLASTIC INC	052	BOOKS OTHR TBK-INST	010-4200	511.91
P23-04809	Securly, Inc. dba. Eduspire Solutions LLC	051	SOFTWARE LICENSE (Instruction)	010-5818	1,475.00
P23-04810	CALIFORNIA SCIENCE CENTER RESE RVATIONS OFFICE	036	serv - instructional	010-5800	1,168.50
P23-04811	Hand2mind	315	MTRL/SUPL LCAP 1.6	010-4300	4,624.15
P23-04812	Insect Lore Products	058	Kinder Science Project	010-4300	198.92
P23-04813	Renaissance Learning Inc	066	Online License- Instructional	010-5818	104.50
P23-04814	Printech	051	MAT/SUPPLIES (Instructional)	010-4300	888.46
P23-04815	Renaissance Learning Inc	051	ONLINCE LICENSE (Instructional)	010-5818	1,115.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04816	Super Duper Inc	060	Materials/SUP-Instruction Ms. Newman	010-4300	312.30
P23-04817	John Wiley And Sons Inc	380	Books (LCAP 1:13)	010-4200	967.27
P23-04818	ORIENTAL TRADING COMPANY	057	Student incentives	010-4300	1,195.61
P23-04819	Affordable Tables And Chairs	058	Supplies & Matl's for 5th grade promotion 6/16/23	010-4300	650.00
P23-04820	Insect Lore Products	058	TK Butterfly Science Lesson Materials	010-4300	271.12
P23-04821	G&T UNIFORMS AND APPAREL	038	MATL/SUPP-instructional	010-4300	8,178.02
P23-04822	Rochester 100, Inc	066	MATL/SUP-Instructional	010-4300	522.76
P23-04823	Rainbow Resource Center	057	Materials and Supplies	010-4300	2,165.91
P23-04824	ZAPOPAN BUSINESS GROUP LLC WOR LD WIDE IMAGING SUPPLIES	032	Matl/Sup - Instructional	010-4300	3,727.98
P23-04825	Morris Printing Group, Inc Sch ool Mate	054	materials/sup-instructional	010-4300	1,520.00
P23-04826	Renaissance Learning Inc	038	SFTWR APPS-intervention	010-5818	1,621.27
P23-04827	Gopher Sport	038	MATL/SUPP-instructional-Umu	010-4300	2,539.57
P23-04828	Treehouse, Inc	038	Supplies	010-4300	2,185.00
P23-04829	CALIFORNIA SCHOLARSHIP FEDERAT ION INC	055	Matl Suppl AVID	010-4300	1,657.82
P23-04830	Lakeshore Learning Materials	335	MAT/SUPL (LCAP 1.8)	010-4300	5,000.00
P23-04831	BARNES AND NOBLE BOOKSELLERS, INC.	057	Reading Material - Williams	010-4200	408.87
P23-04832	BARNES AND NOBLE BOOKSELLERS, INC.	360	MATRL/SUPL (LCAP 3.01)	010-4200	326.38
P23-04833	Affordable Tables And Chairs	360	Rentals- LCAP 3.01	010-5600	475.00
P23-04834	Calif Assn Of Latino Supt & Ad	300	MEMB-Gabriela Torres	010-5300	200.00
P23-04835	Spicers Paper Inc	655	Materials and Supplies	010-4300	1,432.70
P23-04836	CARNEGIE FOUNDATION FOR THE AD VANCEMENT OF TEACHING	300	CONF-Carnegie Foundation Summit 2023 (LCAP 1.32)	010-5200	3,625.00
P23-04837	COSTCO WHOLESALE CORPORATION	038	matl/supp-WellnessCenter	010-4300	273.11
P23-04838	PEEBEE & JAY PH	335	Material and Supplys (LCAP 1.03)	010-4300	155.60
P23-04839	Office Depot Bus Ser Div	042	Materials and Supplies	010-4300	340.57
P23-04840	Office Depot Bus Ser Div	042	Materials and Supplies	010-4300	172.40
P23-04841	SANTA BARBARA ZOO	050	SERV/INST	010-5800	1,040.00
P23-04842	Apple Computer Inc	058	IPads for ELPAC/CAASPPTesting support	010-4300	3,459.60
P23-04843	Office Depot Bus Ser Div	ASES	MAT/SUPL SumSch2023 LCAP 1.6	010-4300	50,000.00
P23-04844	Office Depot Bus Ser Div	038	MATL/SUPP-Guillen	010-4300	541.86
P23-04845	Home Depot Inc	042	Materials and Supplies (Instructional)	010-4300	1,060.16
P23-04846	Office Depot Bus Ser Div	042	Materials and Supplies	010-4300	62.81
P23-04847	Amazon Com	630	Materials and Supplies	010-4318	174.69
P23-04848	Amazon Com	630	Materials and Supplies	010-4300	247.94

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04849	CN School & Office Sol, Inc Cu Iver-Newlin	058	BOND/EQUIP (KITCHEN COORD.)	214-4300	338.34
				214-4400	990.77
P23-04850	School Outfitters	315	EQUIP (PORTABLE PARTITIONS)	010-4400	51,763.45
P23-04851	IMAGE APPAREL FOR BUSINESS	620	SERV (22-23 TRANSPORTATION UNIFORMS)	010-5800	509.20
P23-04852	Hand2mind	315	MTRL/SUPL LCAP 1.6	010-4300	46,994.63
P23-04853	Lego Education	315	MTRL/SUPL LCAP 1.6	010-4300	235,241.58
P23-04854	SCHOOL TECH SUPPLY	315	COMP equipment LCAP 1.6	010-4318	38,062.06
P23-04855	Lego Education	315	MTRL/SUPL LCAP 1.6	010-4300	20,881.77
P23-04856	ORIENTAL TRADING COMPANY	056	Matl/Supp-Instructiona	010-4300	1,627.76
P23-04857	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4200	6,798.63
P23-04858	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4200	888.64
P23-04859	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4200	634.74
P23-04860	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4200	317.37
P23-04861	Printech	036	matl/sup - instructional	010-4300	1,655.36
P23-04862	Lakeshore Learning Materials	059	Materials & Supplies (3308)	010-4300	34,677.69
				010-4400	14,837.46
P23-04863	Walmart	057	Awards and Incentives	010-4300	1,092.50
P23-04864	Amazon Com	100	SUPPLIES	010-4300	157.33
P23-04865	ZAPOPAN BUSINESS GROUP LLC WOR LD WIDE IMAGING SUPPLIES	053	Materials/Supplies-Instructional	010-4300	196.54
P23-04866	SCHOOL TECH SUPPLY	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	8,735.63
P23-04867	Children's Museum of Santa Bar bara, MOXI	050	SERV-INST	010-5800	186.00
P23-04868	School Life, div of ImageStuff	056	Matl/Supp-Instructional	010-4300	1,077.19
P23-04869	Ashton Awards Inc Aswell Troph y	056	Plaques	010-4300	327.48
P23-04870	Children's Museum of Santa Bar bara, MOXI	058	MOXI Museum field trip 5/17/23 4th grade	010-5800	294.00
P23-04871	TEACHER CREATED MATERIALS	360	MATRL/SUPPL (LCAP 3.01)	010-4200	2,288.65
P23-04872	Willdan Financial Services	600	SERV-GO, 2016 Election, Series B - Arbitrage	010-5800	3,000.00
P23-04873	Pyro Comm Systems Inc	630	Repairs / Curren	010-5632	4,248.00
P23-04874	Ferguson Enterprises Inc	630	Plumbing Equipment	010-4400	1,159.84
P23-04875	Drapery Affair The Floor Store	630	Professional Service / Marina West	010-5800	3,040.00
P23-04876	Fence Factory	630	Professional Service / Lemonwood	010-5800	3,209.00
P23-04877	Manehu Product Alliance, LLC d ba. MantelMount	058	BOND/MTLS/SUP	214-4300	28,065.48
P23-04878	IMAGE APPAREL FOR BUSINESS	636	SERV (22-23 NIGHT CUSTODIAN UNIFORMS-C LUNA)	010-5800	107.88
P23-04879	MIND RESEARCH INSTITUTE	057	Materials and Supplies	010-4300	1,204.43

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.

ESCAPE ONLINE

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Includes Purchase Orders dated 03/30/2023 - 05/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04880	Jostens, Inc	032	Mats/Sup - Instructional	010-4300	2,084.49
P23-04881	SHRM	200	MEMB (J Badshah)	010-5300	244.00
P23-04882	SANTA BARBARA ZOO	048	ENTRANCE FEES-INSTRUCTIONAL	010-5800	738.00
P23-04883	Committee For Children	380	Mats(Second Step Kits)	010-4300	318,340.95
P23-04884	School Outfitters	042	Materials and Supplies (Instructional)	010-4300	593.84
P23-04885	Petroleum Telcom Inc DBA Telecom	052	MATL/SUPL-Instr	010-4300	1,168.87
P23-04887	BARNES AND NOBLE BOOKSELLERS, INC.	041	Books - Instructional	010-4200	2,620.69
P23-04888	BARNES AND NOBLE BOOKSELLERS, INC.	335	MATERIAL AND SUPPLYS/READY SET GO (LCAP 1.8)	010-4200	511.03
P23-04889	Association for California Gov Human Resources Professional	200	MEMB (E Mata and M Magana)	010-5300	120.00
P23-04890	HECTOR RAMOS OUTCAST SPORTS AND APPAREL	032	Mat/Sup - Instructional	010-4300	458.85
P23-04891	HECTOR RAMOS OUTCAST SPORTS AND APPAREL	032	Mat/Sup - Instructional	010-4300	589.95
P23-04892	SAMUEL BARKER dba. ONLINE DOOR PARTS	630	Grounds Materials and Supplies	010-4300	509.53
P23-04893	Veritiv Operating Company	003	stores supplies	010-9320	249.70
P23-04894	BSN Sports	003	stores supplies	010-9320	1,498.36
P23-04895	LABSOURCE, INC	003	stores supplies	010-9320	493.79
P23-04896	PPG ARCHITECT COATINGS, LLC	003	stores supplies	010-9320	708.35
P23-04897	School Health Corporation	003	stores supplies	010-9320	262.20
P23-04898	Westin Gaslamp Quarter	100	CALSA Summer Institute 2023 Hotel Accomodations	010-5200	899.39
P23-04899	Southwest Airlines	335	Southwest travel Arrangements Conf/Noemi Valdes	010-5200	452.96
P23-04900	Southwest Airlines	335	P3CC Spring Convening Logistics Conf (LCAP 1.19)	010-5200	495.92
P23-04901	Southwest Airlines	100	AAITE- Flight arrangements	010-5200	687.96
P23-04902	Southwest Airlines	335	Travel/P3CC Spring Convening Conf (LCAP 1.19)	010-5200	555.92
P23-04903	Ewing Irrigation Products Inc	042	Materials and Supplies	010-4300	499.66
P23-04904	HOLIDAY INN EXPRESS ELK GROVE	335	Hotel Resv/Julie Prater & Rachel S (LCAP 1.6)	010-5200	737.28
P23-04905	HOLIDAY INN EXPRESS ELK GROVE	335	Hotel Resv for Dr. DeGenna & A. Fox attending Conf	010-5200	368.64
P23-04906	Courtyard by Marriott Cherry Creek/Denver	100	AAITE Hotel accomodations	010-5200	432.44
P23-04907	Grainger Inc	003	stores supplies	010-9320	2,364.83
P23-04908	SCHOOL TECH SUPPLY	048	MAT/SUP- Goal 2.4, Wellness Center Chavez	010-4318	393.23
P23-04909	SCHOOL TECH SUPPLY	051	COMP SUP/EQUIP Goal 2.4, Wellness Ctr. Lemonwood	010-4418	4,413.70
				010-4318	746.11
				010-4418	1,058.63

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ESCAPE ONLINE

Includes Purchase Orders dated 03/30/2023 - 05/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-04910	SCHOOL TECH SUPPLY	210	Computer Equipment	010-4418	6,091.78
P23-04911	School Tech Supply	100	Computer Equipment	010-4318	1,549.13
				010-4418	1,309.91
P23-04912	Home Depot Inc	042	Materials and Supplies (Instructional)	010-4300	1,528.21
P23-04913	Dial Security	630	Professional Service / Kamala	010-5800	250.00
P23-04914	Dial Security	630	Professional Service / Marshall	010-5800	287.63
P23-04915	EMERGENCY LIGHTING EQUIPMENT S ERV INC/ELESCO	630	Professional Service / Elm	010-4321	2,771.88
P23-04916	JL DOWNTOWN CAFE	300	Supplies/Refreshments-	010-4300	1,311.20
P23-04917	Ventura Co Office Of Education	600	SERV Capitol Advisors Annual 22-23	010-5800	5,121.00
P23-04918	COSTCO WHOLESALE CORPORATION	038	matl/supp-Field Day/8th gr picnic/Promotion	010-4300	1,092.50
P23-04919	Extreme Clean	003	stores supplies	010-9320	5,052.81
P23-04920	Atkinson,Andelson,Loya Ruud & Romo	200	MEMB	010-5300	1,500.00
P23-04921	Central Restaurant Products	640	MATL/SUP	010-4300	164.65
P23-04922	Central Restaurant Products	640	6400/EQUIP	010-6400	8,630.75
P23-04923	ROBERT B. HOFFMAN	200	SVCS (OSSA/OSD Cancellations)	010-5800	2,062.50
P23-04924	AMERICA'S TEACHING ZOO	038	SERV-instructional-Wickenden/Cobian/ Ponce/Palacios	010-5800	510.00
P23-04925	AMERICA'S TEACHING ZOO	054	serv/admission-inststructional	010-5800	250.00
Total Number of POs				481	
				Total	2,394,609.51

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	464	2,320,015.67
130	CAFETERIA FUND	14	27,374.25
140	DEFERRED MAINTENANCE FUND	1	17,825.00
214	BOND FUND MEASURE D 2016	2	29,394.59
		Total	2,394,609.51

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.

ESCAPE ONLINE

Includes Purchase Orders dated 03/30/2023 - 05/02/2023

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P22-02380	173,605.70	140-6200	DEFERRED MAINTENANCE FUND/BUILDINGS AND IMPROVEMENTS	20,305.70
P23-00118	19,000.00	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	906.06
P23-00147	7,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERVICES	3,000.00
P23-00151	18,000.00	010-4322	GENERAL FUND/FLOOR SUPPLIES	3,000.00
P23-00163	56,378.75	010-4325	GENERAL FUND/PLUMBING SUPPLIES	4,000.00
P23-00169	12,500.00	010-5632	GENERAL FUND/REPAIRS	1,500.00
P23-00170	57,000.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	7,000.00
P23-00218	6,500.00	010-4353	GENERAL FUND/EQUIPMENT PARTS	1,471.60
P23-00249	3,800.00	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	1,500.00
P23-00281	600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	100.00
P23-00303	5,800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	800.00
P23-00307	11,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P23-00309	1,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P23-00314	1,649.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	56.87
P23-00338	47,647.50	010-4325	GENERAL FUND/PLUMBING SUPPLIES	5,000.00
P23-00375	5,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERVICES	3,000.00
P23-00378	70,500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	446.72
P23-00384	2,000.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	1,500.00
P23-00486	3,277.50	010-5631	GENERAL FUND/MAINTENANCE AGREEMENTS	936.41
		010-5632	GENERAL FUND/REPAIRS	1,248.59
			Total PO P23-00486	2,185.00
P23-00490	3,739.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,362.85
P23-00565	1,734,241.00	214-6205	BOND FUND MEASURE D 2016/PROGRAM MANAGEMENT	500,000.00
P23-00566	6,882.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	874.00
P23-00582	2,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P23-00636	850.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	50.20
P23-00640	2,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	700.00
P23-00662	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P23-00664	9,962.50	010-5632	GENERAL FUND/REPAIRS	5,462.50
P23-00695	650.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	104.80
P23-00719	4,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	960.34
P23-00798	1,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	499.20
P23-00967	3,800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,100.00
P23-01160	13,514.47	130-5800	CAFETERIA FUND/PROFESSIONAL/CONSULTING SERVICES	159.72
P23-01219	2,110.00	010-5300	GENERAL FUND/DUES AND MEMBERSHIPS	1,110.00
P23-01251	10,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERVICES	4,855.00
P23-01382	200,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	100,000.00
P23-01736	946.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	550.39
P23-01992	1,256.38	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	239.21
P23-02019	77,114.90	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	41,762.10
P23-02171	218.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	109.25
P23-02572	1,250.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	177.88

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ESCAPE ONLINE

Includes Purchase Orders dated 03/30/2023 - 05/02/2023

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P23-02668	1,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P23-02705	5,096.16	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	105.00
P23-02866	5,639.70	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	1,650.00
P23-02980	874.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	42.75
P23-03136	200,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	100,000.00
P23-03213	66.19	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	78.32-
P23-03274	655.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	109.25
P23-03323	14,083.53	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	88.78
P23-03481	386.34	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	67.98
P23-03595	9,900.20	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.00
P23-03602	574.79	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	96.61
P23-03669	43.56	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	30.00-
P23-03716	1,687.26	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	94.08
P23-03748	311.44	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	33.43
P23-03836	955.91	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	51.28-
P23-03940	297.88	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	60.43
P23-04024	40.02	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	30.01-
P23-04039	1,272.54	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	162.92
P23-04068	9,009.58	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	8,164.88-
P23-04134	500.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	251.00
P23-04136	710.13	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	492.84-
P23-04180	664.43	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1.44-
P23-04195	228.77	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	14.29
P23-04200	248.41	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	17.89
P23-04221	333.77	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	77.50-
P23-04228	1,137.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	23.42
P23-04256	173.03	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	23.10-
P23-04258	155.33	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	17.75-
P23-04275	475.63	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	237.81
P23-04292	190.61	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	149.00-
P23-04305	127.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	60.47
P23-04330	336.74	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	22.05-
P23-04333	235.95	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	16.69-
P23-04335	833.12	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	333.12
P23-04350	227.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	152.67-
P23-04423	10,594.59	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.01
Total PO Changes				810,031.00

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ESCAPE ONLINE

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OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 17, 2023

Agenda Section: Section C: Consent Agenda

**Setting of Date for Public Hearing – Oxnard School District 2023-2024 Adopted Budget
(Mitchell/Nunez)**

It is appropriate that the Board of Trustees set the date of Wednesday, June 7, 2023 for a public hearing on the Oxnard School District 2023-2024 Adopted Budget.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services that the Board of Trustees set the date of Wednesday, June 7, 2023 for a public hearing on the Oxnard School District 2023-2024 Adopted Budget.

ADDITIONAL MATERIALS:

Attached: [Notice of Public Hearing \(1 page\)](#)



OXNARD SCHOOL DISTRICT

1051 South "A" Street ♦ Oxnard, California 93030 ♦ 805/385-1501 ♦ www.oxnardsd.org

PUBLIC NOTICE

Oxnard School District 2023-2024 Adopted Budget

PLEASE TAKE NOTICE that the Oxnard School District intends to conduct a public hearing on 2023-2024 Adopted Budget at a regular meeting of the Board of Trustees on June 7, 2023 at 7:00 pm, or as soon thereafter as this matter may be heard, in the Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030.

PLEASE TAKE FURTHER NOTICE that following the public hearing, the Board of Trustees of the Oxnard School District will consider the adoption of the 2023-2024 Adopted Budget .

The 2023-2024 Adopted Budget is available for review and copying at the District's administrative office during normal business hours. The District's administrative office is located at 1051 South A Street, Oxnard, CA 93030.

Information concerning this matter is available from the Assistant Superintendent, Business and Fiscal Services at (805) 385-1501, ext. 2401.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: May 17, 2023

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres)

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 that the Board of Trustees approve the Personnel Actions as presented.

ADDITIONAL MATERIALS:

Attached: [Certificated Personnel Actions 05.17.23 \(1 pg\).pdf](#)
[Classified Personnel Actions 05.17.23 \(1 pg\).pdf](#)

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

Beadle, Eric	Psychologist	2023/2024 School Year
Cervantes, Julissa	BCLAD Teacher	2023/2024 School Year
Davila, Leslie	BCLAD Teacher	2023/2024 School Year
Garcia, Katy	Psychologist	2023/2024 School Year
Henkel, Keely	Psychologist	2023/2024 School Year
Luque, Marina	BCLAD Teacher	2023/2024 School Year
Martinez, Celia	BCLAD Teacher	2023/2024 School Year
McGraw, Sarah	Speech Therapist	2023/2024 School Year
Quintanilla Cosio, Marco	BCLAD Teacher	2023/2024 School Year
Romero, Patricia	Psychologist	2023/2024 School Year
Saldana, Jacquelin	BCLAD Teacher	2023/2024 School Year
Smith, Michelle	Psychologist	2023/2024 School Year
Morrison, Courtney	DHH Teacher	2023/2024 School Year
Prater, Teri	Psychologist	2023/2024 School Year
Davis, Lakita	Substitute Teacher	2022/2023 School Year
Martinez, Hannah	Substitute Teacher	2022/2023 School Year
Mendez, Brenda	Substitute Teacher	2022/2023 School Year
Prater, Teri	Substitute Teacher	2022/2023 School Year

Resignation

Cervantes, Diana	Teacher, Multiple Subject	06/16/2023
Santamaria, Andres	Principal	06/30/2023

Retirement

Beltran, Carlos	Teacher, Multiple Subject	06/16/2023
Beltran, Sandra	Teacher, Multiple Subject	06/16/2023

CLASSIFIED PERSONNEL ACTIONS

New Hires

Limon, Elaine K.	Paraeducator-Special Education, Position #9205 Special Education 5.75 hrs./183 days	05/08/2023
Nunez, Patricia	Director of Fiscal Services, Position #1183 Budget & Finance 8.0 hrs./261 days	05/03/2023
Palma, Stephanie M.	Paraeducator-General Education, Position #10118 Chavez 4.0 hrs./183 days	05/08/2023
Ramirez, Wendy	Paraeducator-General Education, Position #7280 Lopez 5.75 hrs./183 days	05/15/2023

Exempt

Tototzintle, Carlos	AVID Tutor	04/21/2023
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Limited Term/Substitutes

Castaneda, Sonia	Paraeducator (substitute)	04/26/2023
Punsalan, Monica	Paraeducator (substitute)	
Vargas, Teresa	Paraeducator (substitute)	05/01/2023

Transfer

Delgado, Elvia	Campus Assistant, Position #7349 Chavez 5.0 hrs./180 days Campus Assistant, Position #6818 Chavez 4.25 hrs./180 days	05/03/2023
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Release from Probation

5044	Child Nutrition Worker, Position #1827 Ramona 5.5 hrs./185 days	04/11/2023
12004	Campus Assistant, Position #11441 Driffill 5.75 hrs./180 days	03/24/2023

Layoffs

Ibarra-Diaz, Pamela G.	Family Liaison, Position #9625 Early Childhood Programs 6.0 hrs./180 days	06/30/2023
Valdes, Noemi	Director of Early Childhood Education, Position #9 Early Childhood Programs 8.0 hrs./261 days	06/30/2023

In Lieu of Layoff

Mendoza, Dolores W.	Language Assessment Technician, Position #2436 Enrollment Center 5.5 hrs./246 days Family Liaison, Position #9636 Early Childhood Programs 6.0 hrs./180 days	06/30/2023
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OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort, Ed.D.

Date of Meeting: May 17, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Amendment #1 to Agreement #22-159 - City of Oxnard/Oxnard Police Department - SRO Services Cost Sharing (Aguilera-Fort/Nocero)

At their October 19, 2022 meeting, the Board of Trustees approved agreement #22-159 with the City of Oxnard to partner to promote safe school environments via the support of School Resource Officers (SRO's). Agreement #22-159 provided for the services of one officer and one corporal to be assigned as SRO's to be shared throughout all schools in the district effective, October 20, 2022 for the 2022-23 through 2024-25 school years, in the amount of \$235,851.00 per year, for a 3-year total of \$707,553.00 to be paid out of LCFF Supplemental & Concentration Funds.

Due to staffing issues the contract was not able to be implemented in the 2022-23 school year. Amendment #1 changes the term of Agreement #22-159 to be effective July 1, 2023 for the 2023-24 through 2025-26 school years.

FISCAL IMPACT:

No additional fiscal impact.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Director, Pupil Services, that the Board of Trustees approve Amendment #1 to Agreement #22-159 with the City of Oxnard/Oxnard Police Department, as presented.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 to Agreement #22-159 \(9 pages\)](#)



Oxnard School District
1051 South A. Street
Oxnard, CA 93030
Attention: Director, Pupil Services

5/9/2023

Re: Agreement for Police School Resource Officer Services and Cost Sharing

Director of Pupil Services,

On March 21, 2023, the Oxnard City Council authorized the City Manager to enter into a cost-sharing agreement between the City of Oxnard ("City"), and the Oxnard School District ("District"), from July 1, 2023, to June 30, 2026, for Police School Resource Officer Services ("Agreement").

On May 9, 2023, the City was notified that the District will present a slightly modified Agreement to the Oxnard School District Board of Trustees for consideration.

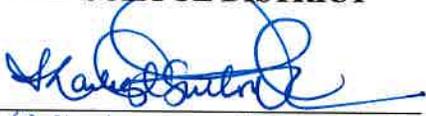
Section 15 of the Agreement requires any amendment to the Agreement to be executed in writing and signed by both the City and the District. By signing this letter, the City and the District agree as follows:

1. In the opening paragraph of the Agreement, the date "July 1, 2023" shall be replaced with the date "May 17, 2023."
2. In Section 3 of the Agreement, the name "Valerie Mitchell, Interim Assistant Superintendent" shall be replaced with "Director, Pupil Services."
3. In Section 10 of the Agreement, the name "Valerie Mitchell, Interim Assistant Superintendent" shall be replaced with "Director, Pupil Services."
4. In **Exhibit A** to the Agreement, Section 1.f. is hereby deleted from the *Technology Services and Support* section.

[Signatures on following page]

Agreed and accepted by:

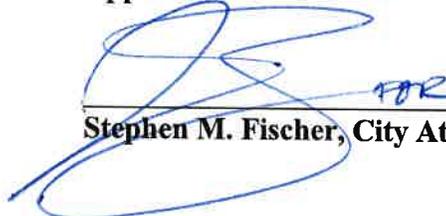
OXNARD SCHOOL DISTRICT

By: 
KARLUNG AGUILERA-FORT, Ed.D.,
Title: DISTRICT SUPERINTENDENT
Date: 05-11-2023

CITY OF OXNARD, a California municipal corporation

By: 
Title: Alexander Nguyen, City Manager
Date: 5/10/2023

Approved as to Form


FOR
Stephen M. Fischer, City Attorney

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Oxnard School District (“**OSD**” or “**District**”) is made and entered into as of July 1, 2023. City and District are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of two (2) School Resource Officers (“**SRO’s**”) to OSD elementary and intermediate school campuses. The SRO will work with OSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs’ law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Seventy Five percent (75%) of the cost to operate and administer the SRO program for FY 2023-2024 through 2025-2026 and that City shall be obligated to fund the balance. City shall submit to District an annual invoice in the amount of Two Hundred Thirty-Five Thousand Eight-Hundred and Fifty-One Dollars (\$235,851.00) (total cost for one officer and one corporal) no less than thirty (30) days prior to the end of each fiscal year: June 30, 2024 for FY 2023-2024, June 30, 2025 for FY 2024-2025, and June 30, 2026 for FY 2025-2026.

City shall send invoices to: Valerie Mitchell, Interim Assistant Superintendent, Oxnard School District 1051 South A Street, Oxnard, CA, 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on-duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire,

communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Jason Benites, Chief of Police

District:

Oxnard School District
1051 South A Street
Oxnard, CA, 93030
Attention: Valerie Mitchell, Interim Assistant Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

13. Construction; References; Captions. Since the Parties or their agents have participated fully

in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD



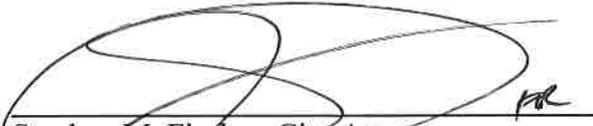
Alexander Nguyen, City Manager

OXNARD SCHOOL DISTRICT



Dr. Karling Aguilera-Fort, Superintendent

APPROVED AS TO FORM



Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT



Jason Benites, Police Chief

EXHIBIT "A"

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL DISTRICT TO ALIGN SUPPORTS AND SERVICES FOR STUDENTS, FAMILIES AND STAFF.

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.
6. The SRO will participate as a member of the OSD Interdisciplinary Wellness Team.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
 - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when

there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the OSD, all SROs will be given a user-specific login and access to the OSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 17, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-237, Teacher Created Materials, Inc. (DeGenna/Ruvalcaba)

This agreement is for a one-time in-person parent seminar with Dr. Rebecca Palacios on May 31, 2023.

Dr. Palacios will conduct two workshops back-to-back – English and Spanish – for families with students in grades TK-3. During each session of approximately 1 to 1.5 hours, Dr. Palacios will engage families around the topic “Blanketing your child with success: everyday activities families can do with their children to foster behavioral, social emotional, and academic success”, which all contribute to reducing chronic absenteeism.

FISCAL IMPACT:

Not to exceed \$5,500.00 – LCSSP Grant

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-237 with Teacher Created Materials, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-237, Teacher Created Materials, Inc. \(13 Pages\)](#)
[Proposal \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

AGREEMENT #22-237

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 17th day of May 2023 by and between the Oxnard School District (“District”) and Teacher Created Materials, Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **May 18, 2023 through May 31, 2023** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, shall not exceed Five Thousand Five Hundred Dollars (\$5,500.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Teresa Ruvalcaba
Phone: (805) 385.1501
Fax: (805) 385.1508

To Consultant: Teacher Created Materials, Inc.
5301 Oceanus Drive
Huntington Beach, CA 92649
Attention: Roshani Solanki
Phone/Fax: (310) 480-2266

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

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

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

26. **Administration.** TERESA RUVALCABA shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

TEACHER CREATED MATERIALS, INC.:

Signature

Signature

Valerie Mitchell, Asst. Supt., Business & Fiscal Services
Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-237

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-237

SERVICES

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

PER ATTACHED PROPSAL

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

PER ATTACHED PROPOSAL

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #22-237

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-237

COMPENSATION

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

Total Compensation Not to Exceed \$5,500.00

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

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

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

IV. The total compensation for the Services shall not exceed \$5,500.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #22-237

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-237

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #22-237

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #22-237

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-237

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



Created by Teachers for Teachers and Students

Proposal

Teacher Created Materials
5301 Oceanus Drive
Huntington Beach, CA 92649

4/4/2023

Proposal #: TCM-00081428
 Teresa Ruvalcaba
 Oxnard Elementary School District

This proposal outlines a one-time parent seminar with Dr. Rebecca Palacios at Oxnard Elementary School District in May. On this day will be two sessions back-to-back; first in English at 5:00pm and then in Spanish at 6:30pm. Each session will be approximately one to one hour and thirty minutes. Dr. Palacios will engage families around topics such as school preparedness and “blanketing your child with success” as described in her book, Being Your Child’s Most Important Teacher. She will also cover topics specific to Oxnard families as discussed in planning meetings.

Item #	Title	Qty	Unit Price	Ext Price
131573	Paid Professional Learning (workshop, in-person)	1	\$5,500.00	\$5,500.00

Sub-Total: \$5,500.00
Shipping: \$0
Tax: \$0

Total:	\$5,500.00
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Roshani Solanki
 Sales Consultant
 Teacher Created Materials
 Direct Line: (310) 480-2266
 Email: roshani.solanki@teachercreatedmaterials.com

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 17, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Construction Services Agreement #22-238 with Viola, Incorporated to Construct Ten (10) Modular Classrooms for the Driffill Elementary School Improvement Project, New Transitional Kindergarten Facilities (Mitchell/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 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.

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, Incorporated responded with a timely proposal to provide the construction services for the new classrooms per the RFQ/P published. See Viola, Incorporated Response to RFQ/P attached from April 5, 2023.

The proposal and subsequent Construction Service will enable the District to align with the goals set forth within the Enhanced Master Construct Program.

Term of Agreement: May 18, 2023 through September 30, 2023

FISCAL IMPACT:

The cost for the Pre-construction portion of the Construction Services Agreement from Viola, Incorporated falls within the “All-In” approved budget of \$27,870.00. Funds to be paid out of Master Construct and Implementation Program funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Construction Services Agreement #22-238 with Viola, Incorporated, for the Driffill K-8 New

Transitional Kindergarten Facilities Project.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-238, Viola, Incorporated \(24 Pages\)](#)
[RFP Response - Viola, Incorporated \(27 Pages\)](#)
[Pre-Construction Budget - Viola, Incorporated \(1 Page\)](#)

OSD AGREEMENT #22-238

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Seventeenth (17th) day of May, 2023, 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 Viola, Incorporated which is a contractor licensed by the State of California, with its principal place of business at 5811 Olivas Park Drive, Suite 204, Ventura, CA 93003 (hereinafter referred to as "Contractor").

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 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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

May 17, 2023

OSD AGREEMENT #22-238

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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OSD AGREEMENT #22-238

amended, which is incorporated herein (the “General Conditions”), and the Construction Documents. The term “Contract Documents” shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term “Guaranteed Maximum Price” or “GMP” as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term “Preconstruction Services” as used in this agreement means to retain a professional construction firm (hereafter “CONTRACTOR”) to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term “Project” shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term “Project Manual” shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term “Site” as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term “Site Lease” as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together

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OSD AGREEMENT #22-238

with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term “Specifications” shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term “Subcontractor” means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term “Sublease” as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term “Sublease Payments” as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term “Tenant Improvement Payments” as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR’S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

May 17, 2023

OSD AGREEMENT #22-238

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 TBD (\$XX,XXX,XXX.XX). The GMP consists of (1) a Preconstruction Fee in the amount of **Twenty-Seven Thousand Eight Hundred Seventy Dollars and No Cent (\$27,870.00)**. (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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

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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

Driffill K-8 New Transitional Kindergarten Facilities Project

May 17, 2023

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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.

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- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage (“Vandalism”) which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- 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

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Inspector of Record.

- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications

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by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of 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

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principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Patrick Waid as Project Manager 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. 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.

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In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary

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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

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materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

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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.

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SECTION 23. AGREEMENT MODIFICATIONS

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

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola, Incorporated
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003
Attn: Michael T. Viola, President/CEO

If to the District:

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

With A copy to:

Emilio Flores, CBO
Caldwell Flores Winters, Inc.
521 N. 1st 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 (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

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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.

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SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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

CONTRACTOR

THE DISTRICT

Viola, Incorporated

Oxnard School District,
A California school district

By: _____

Title: _____

Date: _____

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed

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OXNARD SCHOOL DISTRICT

Driffill K-8 New Transitional Kindergarten Facilities Project

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EXHIBIT B

Oxnard School District – Driffill New PK, TK

and Kindergarten Classroom Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter “CONTRACTOR”) to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Twenty-Seven Thousand Eight Hundred Seventy Dollars and No Cents (\$27,870.00)** 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.

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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.

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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.

- 23 -

OSD AGREEMENT #22-238

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

Viola, Incorporated

By: _____

Title: _____

Date: _____

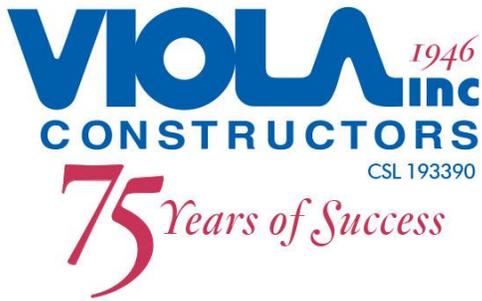
THE DISTRICT

Oxnard School District,
a California school district

By: _____

Title: _____

Date: _____



RFQ/P Response for Preconstruction and Construction Services

New Kindergarten Classrooms Construction Project at Drifill Elementary School



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Oxnard School District

Conceptual Understanding & Executive Summary

Viola Incorporated is pleased and excited to focus its resources on New Kindergarten Classrooms for the Oxnard School District. In the absence of more defined Conceptual Documents, actual cost of construction from recently completed Kinderflex Modular classrooms as well as recently completed projects at Lamont and Alicante elementary schools has been utilized for square footage estimates and configuration. Modular Kindergarten Classrooms constructed for the Oxnard School District and modular classrooms for Lamont ES & Alicante ES are the basis of cost reference and design configuration. Each of these projects included earthwork and grading requirements, reinforced cast-in-place concrete raised foundations, vapor barriers with rodent slabs, underground utilities, site paving, fire alarm, security and communication systems, as well as new playground equipment and surfacing. Although the geotechnical recommendations will change the engineering requirements of the earthwork and foundation work, our estimates are conservative. Accuracy will improve with the earthwork recommendations based on the proposed foundation design and choice of modular design. We believe that it is critical to the success of the project to have firsthand knowledge of the existing conditions on site. Therefore, Viola personnel will be involved in identifying alternative design options to avoid conflicts in civil elevations of existing utilities, their targeted points of connection, proposed finish surface elevations relative to existing grades, structures and accessibility requirements. The hygienic suitability of existing soil as well as its load bearing capacity will be evaluated with appropriate recommendations. These preconstruction costs have proven to mitigate potential construction costs and delays.

The Conceptual Estimate is based on over-excavation of building pads to a depth of 5 feet below finish grade, continuous footings and grade beams; domestic water and sewer are to connect with the nearest viable point of connection, electrical power and communication interface is assumed to come from the nearest existing panel which will be examined for adequacy. All walkways are to comply with City Standard 4" PCC sidewalk design, playground equipment and surfacing is based on recently installed kinder structures and materials. The conceptual estimate does not include costs associated with the purchase or placement of modular classroom structures or their furnishings and finishes. Modular Classrooms are assumed to be turnkey for occupancy by the manufacturer.

Viola Incorporated is an Institutional Construction Specialist headquartered in Ventura County for 77 years, 100% family owned and managed for three generations. It has established a reputation for quality construction earned and protected by a Team of employees, subcontractors and suppliers who take pride in their work and interact on a collaborative approach to building successful projects, one by one year after year. We believe that an investment in the education of our youth strengthens our communities and as civic leaders, we accept the long-term responsibility to cultivate and sustain the educational infrastructure of every School District we work with throughout Southern California.

Qualifications

Company Profile

Viola, Inc. (Viola) is a Southern California general contractor headquartered in Ventura County for over 77 years. The firm recently completed construction of its current headquarters at 5811 Olivas Park Drive, Ventura, CA 93003 where it employs 30 people. Because of our strong sense of community we endeavor to utilize local subcontractors, vendors and the workforce. K-12 Public Schools have been our staple for over a half century. Public libraries, Community Centers, City Halls, Hospitals, and Transportation Centers contribute to a portfolio of a civic enterprise that become the fabric of a Community.

Along with a vested interest in the quality of educational facilities in our community, our ability to understand the needs and priorities of our clients enable us to deliver high quality projects on time and under budget. Project after project, Viola consistently exceeds the expectations of all parties.

A. Experience

Channel Islands High School HVAC Modernization Phases 1&2 Oxnard Union High School District \$11.9 million
 1800 Solar Drive, Oxnard CA, 93030
 Owner Contact: Brittany Villasenor (805) 385-2518
 Architect: Flewelling and Moody
 New HVAC installation for three classroom buildings and renovation of finishes of 48 classrooms. Including HVAC equipment yards, aluminum storefront systems, and campus wide electrical infrastructure installation.

Camarillo Special Education School Ventura County Office of Education \$15.7 million
 5250 Adolfo Camarillo Road, Camarillo, CA
 Owner Contact: David Fateh (805) 383-1943
 Architect: DC Architects
 29,994 SF new ground up construction of a 2 story 20 classroom school consisting of structural wood framing, metal fabrications, all MEP trades and various finishes.

Lamont Elementary School New Construction & Modernization Project Lamont School District \$2.9 million
 7915 Burgundy Avenue
 Owner Contact: Eric Brock (661) 201-6504
 Architect: Perkins Eastman
 Preconstruction Budget: \$65,208
 GMP: \$2,457,342
 Contingency: \$0

Allowance: \$81,420

Allowance returned to District: \$33,077.99

Modernization of original campus including a kindergarten classroom building consisting of eight classrooms. Removal of eight portables from the Northern part of campus and six from the Southern. Construction of a dedicated kindergarten play area. And construction of two general purpose classrooms.

Alicante Elementary School New Construction & Modernization Project Lamont School District \$2.8 million
7915 Burgundy Avenue

Owner Contact: Eric Brock (661) 201-6504

Architect: IBI Group

Preconstruction Budget: \$63,486

GMP: \$2,387,363

Contingency: \$0

Allowance: \$309,385.69

Modernization of original campus including a kindergarten classroom building consisting of 7 classrooms. Construction of a dedicated kindergarten play area, fences and gates, utility improvements, and landscaping.

Myrtle Avenue Elementary School New Construction & Modernization Project Lamont School District \$3.1 million
7915 Burgundy Avenue

Owner Contact: Eric Brock (661) 201-6504

Architect: Perkins Eastman

Preconstruction Budget: \$74,696

GMP: \$2,655,629

Contingency: \$64,525

Allowance: \$175,568

Removal of 3 portables, 1 maintenance shed, and playfield equipment. New construction 2 modular kindergarten classroom buildings consisting of 5 classrooms. New construction of 2 modular general classroom buildings including 6 classrooms. Site improvements include new parent drop off for kindergarten, kindergarten playground, shade structure, fencing, gates, and landscaping.

New S.T.E.M. Academy School Project Lamont School District \$12 million
7915 Burgundy Avenue

Owner Contact: Eric Brock (661) 201-6504

Architect: Perkins Eastman

Preconstruction Budget: \$76,136

GMP: In Progress

Contingency: In Progress

Allowance: In Progress

Construction of a STEM Academy School on a 19-acre site. Project includes parking lot and drop off loop, two classrooms for each grade level, student and staff restrooms, utilities, a library media center, administrative offices, interim kitchen and eating area, a kindergarten play area, and hardcourt and playfields. All facilities are modular construction and include 21st Century upgrades.

Norman R Brekke Elementary School Oxnard School District \$782,815
Kindergarten Flex Classroom Building 1051 South A Street

Owner Contact: Lisa Franz (805) 385-1501 x2410

Preconstruction Budget: \$5,288

GMP: \$737,009

Contingency: \$20,000

Allowance: \$82,715

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Scope included site demolition and rerouting and reconnection of irrigation lines. Over excavation and recompaction as per soils report. Installation of all the utilities. Site grading and drainage around building. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.

Christa McAuliffe Elementary School Oxnard School District \$1.2 million
Kindergarten Flex Classroom Building 1051 South A Street

Owner Contact: Lisa Franz (805) 385-1501 x2410

Preconstruction Budget: \$5,288

GMP: \$799,169

Contingency: \$20,000

Allowance: \$56,740

Allowance returned to District: \$7,445

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Scope included site demolition and rerouting and reconnection of irrigation lines. Over excavation and recompaction as per soils report. Installation of all the utilities. Site grading and drainage around building. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.

Emilie Ritche Elementary School Oxnard School District \$1.3 million
Kindergarten Flex Classroom Building 1051 South A Street

Owner Contact: Lisa Franz (805) 385-1501 x2410

Preconstruction Budget: \$5,288

GMP: \$745,144

Contingency: \$20,000

Allowance: \$56,740

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Scope included site demolition and rerouting and reconnection of irrigation lines. Over excavation and recompaction as per soils report. Installation of all the utilities. Site grading and drainage around building. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.

<u>Ramona Elementary School</u>	Oxnard School District	\$822,488
<u>Kindergarten Flex Classroom Building</u>	1051 South A Street	

Owner Contact: Lisa Franz (805) 385-1501 x2410

Architect: Flewelling & Moody

Preconstruction Budget: \$5,288

GMP: \$834,200

Contingency: \$20,000

Allowance: \$101,569

Allowance returned to District: \$11,711

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Scope included site demolition and rerouting and reconnection of irrigation lines. Over excavation and recompaction as per soils report. Installation of all the utilities. Site grading and drainage around building. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.

B. Project Team

Michael Viola, CEO

University of Southern California – BA in Business Psychology

Stanford University – MS in Construction Engineering

A second-generation General Contractor earned an MS in Construction Engineering-Management from Stanford University, a BA in Business Psychology from USC, and is a certificated Journeyman Carpenter. A 25-year veteran CEO began his career spanning six decades as a union carpenter after securing a college education, as the only real way to know what is required to be a builder. Many years were spent on site building commercial, industrial and institutional facilities, including hospitals, libraries, and university buildings. As CEO, over \$250 Million in K-12, community college and university work product has been successfully delivered to public and private clientele throughout Southern California.

Patrick Waid, Director of Lease-Lease Back Operations

Member of Carpenter Union Local 805 | Director of LLB Operations | OSHA 10-Hour Certification

Viola’s field Operations Manager for many of the past 20 years of his tenure with Viola, Inc. He is experienced in all phases of construction from the preconstruction activities to scope review, subcontract negotiation/execution, strategic site planning, monitoring of project costs and scheduling. With his experience as a lead carpenter and jobsite Superintendent, he has developed practical negotiating skills and problem-solving abilities, using them to settle disagreements quickly and complete projects on-time and on-budget.

Relevant Project Experience:

- New STEM Academy School **LLB** (2021-2023) \$12M
- Myrtle Elementary School New Construction & Modernization **LLB** (2020-2022) \$3.1M
- Alicante Elementary School New Construction & Modernization **LLB** (2020-2022) \$2.8M
- Lamont Elementary School New Construction & Modernization **LLB** (2020-2022) \$2.9M
- Ramona Elementary School Kinderflex **LLB** (2017-2019) \$822k
- Ritchen Elementary School Kinderflex **LLB** (2017-2019) \$1.3M
- McAuliffe Elementary School Kinderflex **LLB** (2017-2019) \$1.2M
- Brekke Elementary School Kinderflex **LLB** (2017-2018) \$755k
- Ventura College Bldg G Theater Renovation (2011-2012) \$9.9M
- Moorpark College Health Science (2009 – 2010) \$16M
- Moorpark College Academic Center (2009-2010) \$18.3M
- UCSB Recreation Center (2004-2005) \$12.2M

Rick Canchola, Quality Control Manager

Member of Carpenter Union Local 805 | OSHA 30-Hour Certification

Rick, a resident of Simi Valley, is a seasoned Quality Control Manager who spent the majority of his 41+ year career as a Superintendent overseeing heavy and general public works construction. In addition to his vast field knowledge, his excellent communication skills allow him to address and resolve potential issues well in advance of project impact, all while maintaining a great relationship with any users of occupied spaces around the construction site.

Relevant Project Experience:

- Rio Mesa High School Modernization (2021-2023) \$18.2M
- Camarillo Special Education School (2018-2020) \$15.6M
- UCSB Seawater Lab (2017-2018) \$1.7M
- Santa Barbara Children’s Library (2015) \$1.3M
- Oak Park High School Modernize Science Classrooms (2011) \$1M
- Moorpark College Health Science (2009 – 2010) \$16M

San Marcos High School Aquatic Facility (2008) for Sharma General Engineering
Oaks Christian High School for Merco Construction Engineers
Westlake High School Aquatic Facility for Merco Construction Engineers
Rio Mesa High School Aquatic Facility for Merco Construction Engineers
USC Medical Center for Merco Construction Engineers
UCLA Acosta Center for Merco Construction Engineers

Nick Shipp, Project Manager

OSHA 10-Hour Certification in Construction Safety and Health

Nick has 20+ years in the industry, from trades to project management, and brings a ‘can do’ attitude to any jobsite he is a part of. While tackling all issues on a project, he also builds excellent relationships with the clients that has built trust and lead to many repeat clients. His recent work with the Oxnard Union High School District has proven to their stakeholders that there isn’t a challenge that can’t be overcome.

Relevant Project Experience:

- Channel Islands High School Modernization Phases 1&2 (2021-2022) \$11M
- Rio Mesa High School Modernization (2021-2023) \$18.2M
- Boys and Girls Club at Redwood Middle School (2018-2019) \$2.5M
- UCSB Bio II Stem Cell Research Laboratory (2011) \$2.9M
- Moorpark College Health Science (2009 – 2010) \$16M
- Ventura Veterans Home (2007-2010) \$22.9M
- Rio Rosales Elementary School (2007) \$10.6M

Mercy Urrea, Project Superintendent

Member of Carpenter Union Local 805 | OSHA 30-Hour Certification

Mercy is a union carpenter with vast network experience with local unions in the Tri-County area and field foreman experience through the concrete and framing trades. As the Regional Manager for the local carpenters union, he maintained contractor relationships, including negotiating union contracts and collective bargaining agreements. He also organized community outreach and volunteer programs to encourage extracurricular involvement in the local community with union membership. His combination of field experience and community networking has proved valuable in maintaining and building strong relationships with the local subcontractors.

Relevant Project Experience:

- Rio Mesa High School Modernization (2021-2023) \$18.2M

Robert Lomino, Project Engineer

Moorpark College

OSHA 10-Hour Certification in Construction Safety and Health | ACI Field Technician Grade I | APNGA Nuclear Gauge Safety and US DOT Hazmat | APNGA Radiation Safety Officer

Robert is an ambitious project engineer with a background as a deputy inspector. With three years of experience in the industry, he brings a quality control mentality when walking the jobsite and handing document control. His recent experience of working on an active campus modernization has allowed him to coordinate construction activities around the school schedule to ensure a smooth project.

Relevant Project Experience:

Rio Mesa High School Modernization (2021-2022) \$18.2M

Fillmore High School CTE Buildings for Construction Testing and Engineering South

Robert Viola, Safety Officer

California Polytechnic State University San Luis Obispo – BS in Construction Management

OSHA 30-Hour Certification in Construction Safety and Health

Robert is a third-generation member and has been working for Viola since he graduated from Cal Poly San Luis Obispo nine years ago with a bachelor's degree in Construction Management. He received the 30-hour OSHA certification and is Viola Inc's Custodian of Records for California DOJ information. He leads with an excellent sense of customer service, with a strong track record of completing projects on time while maintaining the level of quality our clients have come to expect. As a Project Manager, he completed a \$15.6 Million school for the Ventura County Office of Education in 2020. As the Safety Officer, he currently oversees the safety programs of projects in Lamont School District and Oxnard Unified School District.

Relevant Project Experience:

Channel Islands High School Modernization Phases 1&2 (2021-2022) \$11M

Rio Mesa High School Modernization (2021-2022) \$18.2M

Camarillo Special Education School (2018-2020) \$15.6M

UCSB Seawater Lab (2017-2018) \$1.7M

San Miguel Pre-School (2017) \$820k

Santa Barbara Children's Library (2015) \$1.3M

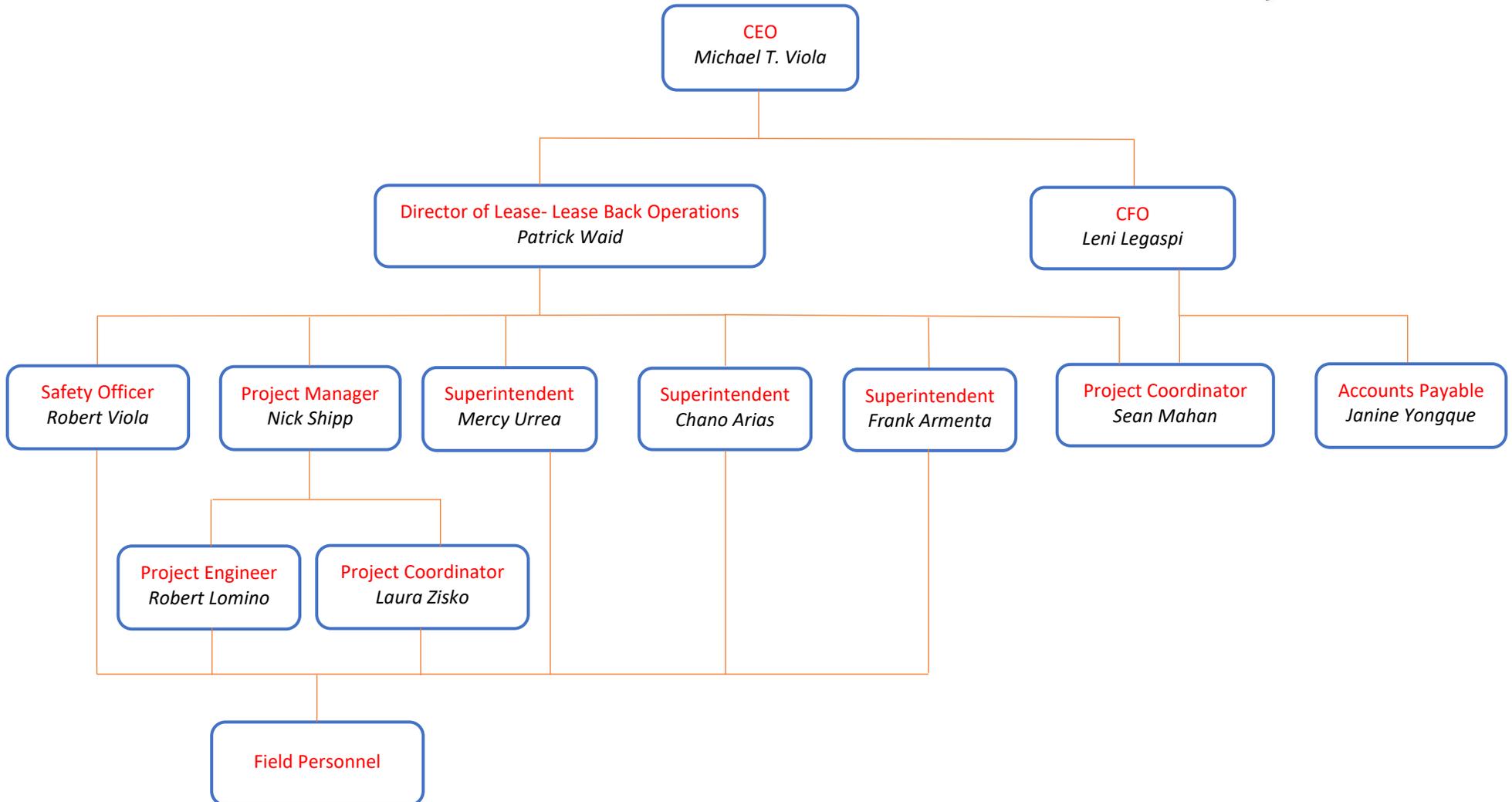
Sean Mahan, Project Coordinator

California State University Channel Islands – BS in History

Sean has five years of experience in the construction field, predominantly in school modernization through the lease-leaseback delivery method. He worked with kids for over ten years at the Conejo Recreation and Park District as well as the Chumash Indian Museum. Graduated from CSU Channel Islands with a bachelor’s degree in History. He works as the last line of defense to ensure the quality and comprehensiveness of all tasks with which he is involved.

Relevant Project Experience:

- Myrtle Elementary School New Construction & Modernization **LLB** (2021-2022) \$3.1M
- Alicante Elementary School New Construction & Modernization **LLB** (2021-2022) \$2.8M
- Lamont Elementary School New Construction & Modernization **LLB** (2021-2022) \$2.9M
- McKinna Elementary School Modernization **LLB** (2018-2019) for Caldwell Flores Winters
- Marshall Elementary School Modernization **LLB** (2017-2019) for CFW
- Elm Elementary School Modernization **LLB** (2017-2019) for CFW
- Lemonwood Elementary School Modernization **LLB** (2017-2019) for CFW
- Ramona Elementary School Kinderflex **LLB** (2017-2019) for CFW
- Ritchen Elementary School Kinderflex **LLB** (2017-2019) for CFW
- McAuliffe Elementary School Kinderflex **LLB** (2017-2019) for CFW
- Robla Elementary School Modernization **LLB** (2017-2019) for CFW
- Taylor Elementary School Modernization **LLB** (2017-2019) for CFW
- Brekke Elementary School Kinderflex **LLB** (2017-2018) for CFW



C. Project Management Details

Construction operations will be managed by our Project Superintendent. He will oversee project schedules, daily construction activities and public safety. His vast expertise enables him to resolve any and all construction issues within a timely manner, allowing the project to stay on schedule. Construction logistics such as change orders, budgets, subcontracts and other project documents will be handled by our Project Manager through the utilization of Procore. Bluebeam Revu is an end-to-end digital workflow and collaboration solution designed for the architecture, engineering and construction team. This software is implemented when there is a need to mark up or annotate plans and specifications that can in turn be shared with the entire team. The Project Manager's knowledge of advanced technology allows him to regulate the paperwork digitally and environmentally friendly.

Together, they efficiently create a schedule that works best for the project. The Project Manager knows what the "ready work" will be while the Superintendent knows when the work will begin. Not only do they establish an efficient schedule, but a safe one. Risk management is achieved through a team effort. First, they would identify and assess the risk, giving priority to the high risk situations. The next step is to communicate and reduce these risks in an efficient way. Lastly, if action is needed to mitigate the risk, they delegate and execute accordingly.

Viola has been utilizing Procore for over five years on its private, public and lease-leaseback projects. All team members are Procore Certified and experienced in Procore's Project Management and Financial Management tools. Procore has proven to be a useful tool in the real time sharing of project information in an organized and user friendly manner to project stakeholders.

D. Safety Record / EMR

The safety of the public and our team is our number one priority. Our superintendent/project manager holds a weekly safety meeting throughout the duration of a project to ensure all of our subcontractors and team members are operating in a safe manner. Through the implementation of our Accident Illness and Prevention Plan and all OSHA standards and requirements, Viola maintains safe and productive conditions for all involved in the project.

EMR for current year: .76

EMR for 2020-2021: .78

EMR for 2019-2020: 1.15

E. Bonding Capacity

See attached exhibit

New Kindergarten Classrooms Construction Project at Drifill Elementary School Proposal

F. Conceptual Plans

F1. Potential Construction Issues, Challenges and Proposed Solutions

Having recent experience in the construction of several portable to permanent classroom structures on existing occupied campuses, Viola can identify key items that need to be addressed in the design phase. These items have the potential to cause significant delays in construction and completion phases. Key items are as follow:

1. Review of all site as-builts and record drawings showing existing structures, site boundaries, any and all existing underground utilities that may conflict with location of proposed structures.
2. Evaluation of completed Geotechnical report and any recommendations for earthwork, grading, and or soil stabilization.
3. Soil hygiene test reports indicating, if any, potential health hazards with existing soils, as found on other OSD sites.
4. A complete site survey documenting key elevations of existing structures and surrounding site work so that they can be coordinated with new structures and site plan.
5. General Contractor, District, Project Architect, and Portable Classroom manufacturer must accept a collaborative approach to the sharing of current design intentions, site conditions, and scheduling considerations.
6. The site address is 910 S E street Oxnard, California bordered by 9th Street, S C Street, and Wooley Road as well. The location of the project will require access for: Heavy earthwork equipment, trucks providing import soils, access for trucking of modular units, as well as Crane access to place the modular units. Great care and coordination will be required these activities because they involve the vehicular and pedestrian access for students, parents and teachers.

F2, F3, F4 See attached exhibits

F5. Components of the Guaranteed Maximum Price

The components of the GMP are detailed within the Conceptual Estimate. They are without question subject to the considerations identified above in Construction Issues, Challenges and Solutions as well as with the implementation of Value Engineered recommendations and resolution of the constructibility issues identified throughout the Pre Construction Phase.

Overhead, General Conditions, Markups, Insurance, Bonds and Fees are as included in the Conceptual Estimate Summary, but are repeated here for clarity:

Subcontractor Bond =	1.5%
Fee =	6.00% of the GMP
General Conditions =	Based on 12 month project duration
Change Order Mark Up =	8.00% of the Aggregate Change Order Value
General Liability Insurance =	.75% of the Completed Cost of Construction
Builder’s Risk Insurance =	1.00% of the Completed Cost of Construction/yr
Payment and Performance Bonds =	0.94% of the Completed Cost of Construction
	Reimbursable Fees are 10% above cost incurred

G. Value Engineering Opportunities

At this time there are no project plans and or specifications to reference for value engineering. However, as soon as priorities of the District and Design Team have been established Viola can and will indentify areas that can lend themselves to savings such as any and all finish systems, equipment, furnishings and/or materials.

H. Subcontractor / Trade Details

Viola Inc. will furnish all jobsite supervision and administration as well as miscellaneous carpentry, general labor, and home office administration. All earthwork/grading, concrete, paving, MEP, playground equipment, landscaping, and finishes will be subcontracted.

I. Proposed Project Schedule

The key to maximizing productivity and thus creating greater efficiency is to identify and resolve as many potential conflicts that are inherent to this type of project as early as possible. Understanding what the existing site conditions will present is critical. Complete as-built drawings (if available) should be reviewed to determine if there are any potential conflicts with the new structures. Soil testing for any potential contamination can kill a schedule and should also be performed as soon as practical. By scheduling the trades in a “wagon train” format, the General contractor will be able to establish a productive flow allowing multiple trades to work on site simultaneously. Also critical to the schedule is the coordination and communication with the modular manufacturer. Engineering and layout of the structural footings and embedded attachment points as well as site access are key elements of setting the units on time. Site access will also be a key element that needs to be coordinated at Drifill Elementary School.

*“Together as a Team we build Successful Projects,
One by One, Year after Year”*

ATTACHMENT E
BONDING CAPACITY



21688 Gateway Center Dr.
Diamond Bar, CA, 91765

December 13, 2022

Re: Viola, Inc. - Prequalification

To Whom It May Concern:

Travelers Casualty and Surety Company of America ("Travelers")¹ is privileged to have worked with Viola, Inc. for over 25 years.

It is our opinion that Viola, Inc. is qualified to perform projects within the parameters of a \$35,000,000 single / \$65,000,000 aggregate work program. We will consider higher limits on a case-by-case basis. At their request, we will give favorable consideration to providing any required performance and payment bonds.

Please note that any decision to issue performance and payment bonds is a matter between Viola, Inc. and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract terms, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gina Ortman".

Gina Ortman, Attorney-in-fact

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

¹ Travelers is an A ++ (Superior) A.M. Best rated insurance company (Financial Size Category XV (\$2 billion or more)).



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Gina Ortman** of **VENTURA, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **13th** day of **December**, 2022




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ATTACHMENT F2
SITE LOGISTICS PLAN



Drifill Elementary School

W 9th St

SE St

Perimeter Construction Fence

Viola Construction Trailer

DSA Inspector Trailer

Construction Site Entrance Gate

SC St

SE St

W Wooley Rd

W Wooley Rd

ATTACHMENT F3
CONCEPTUAL BID SHEET

Drifill Elementary Conceptual Cost Estimate

CSI	Description	#	Estimate
01000	General Conditions	1	618,797
	Increment 1		
01720	Field Engineering (Survey)	2	28,000
02200	Demolition	3	80,025
02300	Earthwork/Grading	4	423,000
02500	Underground Utilities	5	in MEP
02600	A/C Paving Patchback	6	20,000
02700	Pavement Marking & Bumpers	7	3,500
02820	Fences & Gates	8	175,000
02900	Landscape & Irrigation	9	153,000
	Playground Equipment/Surfacing	10	126,650
03300	Cast In Place Concrete (Bldg)	11	771,150
02775	Site Concrete	12	136,000
05500	Metal Fabrication	13	56,592
06610	Misc. Carpentry - M & T	14	36,375
07920	Joint Sealants	15	2,500
09700	Painting, Coatings & Wall Coverings	16	10,000
10200	Signage	17	5,500
15400	Plumbing	18	348,364
15500	HVAC	19	By Modular
16000	Electrical	20	582,624
16400	Comm & Low Voltage	21	Electrical
16720	Fire Alarm	22	Electrical
	Allowances TBD		
	Existing utility relocation	23	0
	Landscape irrigation repairs	24	0
	Sawcut/misc demo	25	0
	Misc concrete/ paving patch	26	0
	Design Errors and omissions	27	0
	Export Contaminated soils	28	0
	Misc Specialties		0
	Contingency		0
	Insurance		89,427
	SUBTOTAL		3,666,504
	OVERHEAD & PROFIT		219,990
	BOND		36,533
	Conceptual Estimate Total:	\$	3,923,027

ATTACHMENT F4
PRECONSTRUCTION BUDGET

Drifill Elementary Preconstruction Budget

Description	Rates
Director of LLB Operations	\$ 150.00
Project Manager	\$ 125.00
Project Superintendent	\$ 125.00
Project Engineer	\$ 60.00
Jobsite Foreman	\$ 115.00
Administrative Assistant	\$ 55.00
Estimator	\$ 100.00

	Hrs	Rate	Cost
Design Review			
Existing Site Conditons Review	24	\$ 150.00	\$ 3,600.00
	16	\$ 125.00	\$ 2,000.00
	8	\$ 125.00	\$ 1,000.00
Schematic Estimate	16	\$ 150.00	\$ 2,400.00
	16	\$ 100.00	\$ 1,600.00
	8	\$ 55.00	\$ 440.00
Design Development Estimate	16	\$ 150.00	\$ 2,400.00
	16	\$ 100.00	\$ 1,600.00
	8	\$ 55.00	\$ 440.00
Construction Document Estimate	24	\$ 150.00	\$ 3,600.00
	0	\$ 125.00	\$ -
	8	\$ 55.00	\$ 440.00
Constructibility Review	24	\$ 150.00	\$ 3,600.00
	0	\$ 125.00	\$ -
	8	\$ 60.00	\$ 480.00
Value Engineering	16	\$ 150.00	\$ 2,400.00
	0	\$ 125.00	\$ -
	8	\$ 60.00	\$ 480.00
Building Information Modeling & Conflict Avoidance	0	\$ 150.00	\$ -
	0	\$ 125.00	\$ -
	0	\$ 60.00	\$ -
Constuction Scheduling	8	\$ 150.00	\$ 1,200.00
	8	\$ 125.00	\$ 1,000.00
	8	\$ 60.00	\$ 480.00
Development of GMP	24	\$ 150.00	\$ 3,600.00
	8	\$ 125.00	\$ 1,000.00
	8	\$ 60.00	\$ 480.00
Meeting Attendance	25	\$ 150.00	\$ 3,750.00
	0	\$ 125.00	\$ -
	16	\$ 60.00	\$ 960.00
Total	321		\$ 38,950.00

ATTACHMENT
CONCEPTUAL SCHEDULE



ID	Task Name	Duration	Start	Finish	2024												2025				
					Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025	
					Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
1	Construction	278 days	11/1/23	12/4/24																	
2	Mobilization	10 days	11/1/23	11/14/23																	
3	Clear and Grub; Demolition Existing Modulars	15 days	11/15/23	12/5/23																	
4	Overex and Recompanction	45 days	12/6/23	2/8/24																	
5	Underground Utility Trenches and Piping	30 days	1/11/24	2/22/24																	
6	Concrete Footing Excavation	30 days	1/24/24	3/6/24																	
7	Reinforcing Steel at Footings	20 days	2/12/24	3/11/24																	
8	Pour Footings	5 days	3/12/24	3/18/24																	
9	Form Stemwalls and Piers	45 days	3/19/24	5/20/24																	
10	Reinforce Stemwalls and Place Embeds	20 days	5/1/24	5/29/24																	
11	Pour Stemwalls and Piers	5 days	5/30/24	6/5/24																	
12	7 Day Cure Time for Concrete	5 days	6/6/24	6/12/24																	
13	Delivery of Modular Units	7 days	5/30/24	6/7/24																	
14	Set and Anchor Modular Units	15 days	6/13/24	7/3/24																	
15	Exterior Finish and Stucco Modulars	30 days	6/28/24	8/9/24																	
16	Fine Grade Site	5 days	8/12/24	8/16/24																	
17	Sitework Concrete	20 days	8/19/24	9/16/24																	
18	Landscape Irrigation	20 days	8/26/24	9/23/24																	
19	Site Fencing Posts	10 days	9/17/24	9/30/24																	
20	Playground Equipment and Surfacing	15 days	9/24/24	10/14/24																	
21	Fence Panels and Hardware	5 days	10/15/24	10/21/24																	
22	Hydroseed and Planting	7 days	10/22/24	10/30/24																	
23	Interior AV PA Security	15 days	10/8/24	10/28/24																	
24	Punchlist	7 days	10/31/24	11/8/24																	
25	Substantial Completion	1 day	11/11/24	11/11/24																	
26	Demolition of Existing Remaining Classrooms	15 days	11/12/24	12/4/24																	
27	Final Completion	0 days	12/4/24	12/4/24																	

Drifill Elementary Preconstruction Budget

Description	Rates
Director of LLB Operations	\$ 150.00
Project Manager	\$ 125.00
Project Superintendent	\$ 125.00
Project Engineer	\$ 60.00
Jobsite Foreman	\$ 115.00
Administrative Assistant	\$ 55.00
Estimator	\$ 100.00

	Hrs	Rate	Cost	
Design Review				
Existing Site Conditions Review	16	\$ 150.00	\$ 2,400.00	
	16	\$ 125.00	\$ 2,000.00	
	0	\$ 125.00	\$ -	
Schematic Estimate	0	\$ 150.00	\$ -	
	0	\$ 100.00	\$ -	
	0	\$ 55.00	\$ -	
Design Development Estimate	0	\$ 150.00	\$ -	
	0	\$ 100.00	\$ -	
	0	\$ 55.00	\$ -	
Construction Document Estimate	24	\$ 150.00	\$ 3,600.00	
	0	\$ 125.00	\$ -	
	8	\$ 55.00	\$ 440.00	\$ 4,040.00
Constructibility Review	24	\$ 150.00	\$ 3,600.00	
	0	\$ 125.00	\$ -	
	8	\$ 60.00	\$ 480.00	\$ 4,080.00
Value Engineering	16	\$ 150.00	\$ 2,400.00	
	0	\$ 125.00	\$ -	
	8	\$ 60.00	\$ 480.00	\$ 2,880.00
Building Information Modeling & Conflict Avoidance	0	\$ 150.00	\$ -	
	0	\$ 125.00	\$ -	
	0	\$ 60.00	\$ -	
Constuction Scheduling	8	\$ 150.00	\$ 1,200.00	
	8	\$ 125.00	\$ 1,000.00	
	8	\$ 60.00	\$ 480.00	\$ 2,680.00
Development of GMP	24	\$ 150.00	\$ 3,600.00	
	8	\$ 125.00	\$ 1,000.00	
	8	\$ 60.00	\$ 480.00	\$ 5,080.00
Meeting Attendance	25	\$ 150.00	\$ 3,750.00	
	0	\$ 125.00	\$ -	
	16	\$ 60.00	\$ 960.00	\$ 4,710.00
Total	225		\$ 27,870.00	

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 17, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-239 – STS Education (DeGenna/Shea)

STS Education will provide the planning, coordination, project management, and professional development to properly implement STEAM and esports programs for the Expanded Learning Opportunity Program throughout the Oxnard School District. The program will be piloted at Frank Academy.

Term of Agreement: May 19, 2023 through August 10, 2023

FISCAL IMPACT:

\$231,380.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-239 with STS Education.

ADDITIONAL MATERIALS:

Attached: [Statement of Work/Agreement #22-239, STS Education \(19 Pages\)](#)

Oxnard School District STEAM Proposal

May 2023



Introduction

Oxnard School District has the funding to outfit their schools with robust afterschool programs. Wisely, they are seeking to upgrade STEAM facilities throughout the district to provide valuable and sustainable school day programs so as to ensure the greatest possible impact with the available funds.

This proposal provides the planning, coordination, project management and professional development to properly implement these programs. Though extensive expertise exists within the district, available time is limited. This proposal is designed to leverage the experience within the district and explode that capacity with outside educational experts to meet this short term need and protect the integrity of the funds.

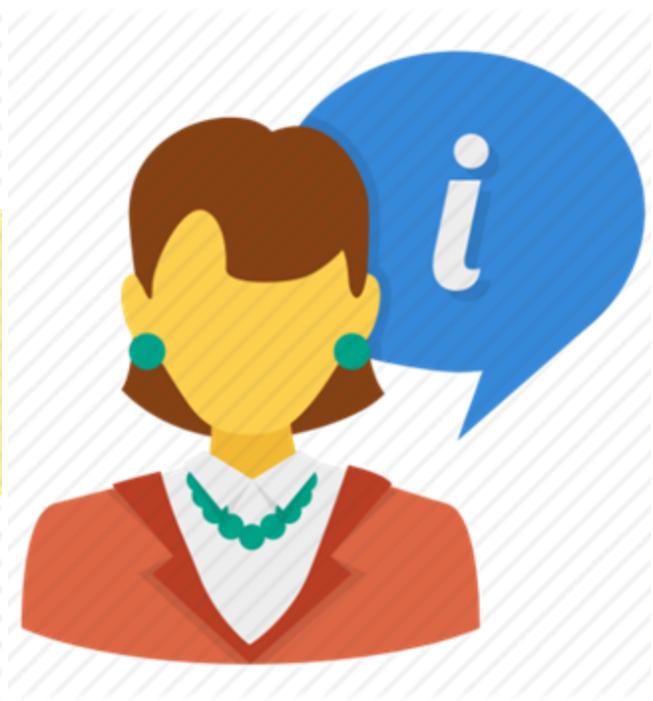
The result of this engagement will be a clear set of outcomes for the spaces and a fully functional pilot in Frank Academy. The district will also have a clear path to rapidly scale this success across the district.



Executive Summary

Leveraging expert educators from across the country, as well as deep experience within the district, this engagement will implement a success pilot for school day STEAM programs and an afterschool esports program. Specifically, this engagement will:

- Gather data from relevant district staff and clarify the goals and outcomes of the STEAM and esports programs
- Design the pilot space and a scalable plan for implementation and ongoing maintenance across the district.
- Provide the labor and expertise to select, order, and manage the logistics of equipment delivery and setup within the designated budget.
- Create a custom curriculum based on original and existing resources to meet the desired goals and outcomes of the programs.
- Provide professional development to teachers and program facilitators to support excellent use of the curriculum and equipment.



Project Scope

Project Purpose

Oxnard School District seeks to update the STEAM lab in Frank Academy as a pilot to scale school day and afterschool programming across the district. Specifically, the district seeks to:

1. Develop clear curricular and programmatic goals to drive the implementation decisions, including, but not limited to video and audio production, robotics, 3D design and printing, graphic design and esports;
2. Develop a space to deliver these programmatic and curricular goals;
3. Create program curriculum resources to support teachers in the successful use of the space;
4. Design sustainable support systems for the space to ensure efficient and effective maintenance of the space; and
5. Manage this process in an inclusive manner while minimizing the limited time district staff must spend on this project.

Project Deliverables

1. Based on meetings with relevant stakeholders, Educational Collaborators will provide a clarified list of the outcomes sought for the space and programs both at Frank Academy and the district as a whole.
2. Educational Collaborators, in coordination with the district, will provide a specific plan for Frank Academy as well as a plan and process to scale the school day and afterschool STEAM solution across the district. The plan will include FF&E, technology and sustainable staffing plan.
3. Educational Collaborators will provide a list of hardware, software and FF&E recommended to fulfill the Frank Academy programmatic and curriculum requirements and desired outcomes for review and approval by the district.
4. Educational Collaborators will serve as an “owner’s rep” in the negotiation of hardware, software and FF&E selected by the district and coordinate the purchase process consistent with district purchase rules and procedures.
5. Educational Collaborators will provide a curriculum and resources for teachers and facilitators to use for the school day and afterschool programs.
6. Educational Collaborators will provide professional development to Frank Academy school day and afterschool staff on the curriculum and materials.
7. Revised plan to scale the solution across the district based on experiences from Frank Academy.

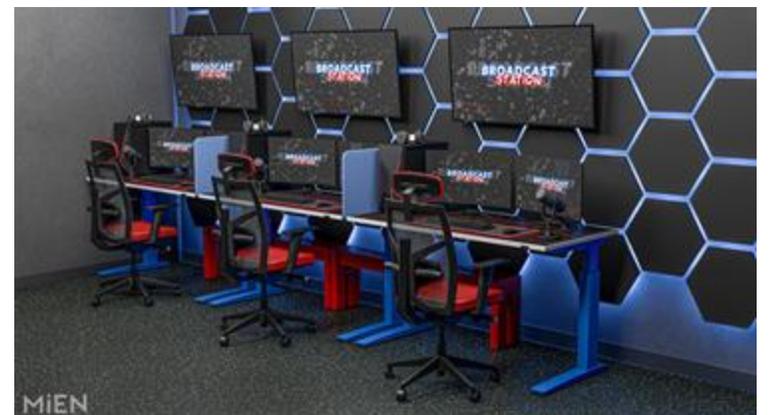
Project Scope

Continued ...

Project Performance Assurance

It is important that Oxnard School District get a return from the significant investment these spaces require. Thus, the following performance assurance is included in this proposal:

1. **Upon completion** of the initial professional development at Frank Academy, teachers will be assessed on their comfort with achieving the programmatic and curricular goals identified at the beginning of the project.
2. **One month** after the initial professional development, Educational Collaborators will host a video call with relevant staff to discuss progress and any challenges.
3. **Six months** after the initial professional development, Educational Collaborators will provide a survey for relevant staff and host a video call with school and district leaders to discuss progress and any challenges.
4. **One year** after the initial professional development, Educational Collaborators will again provide a survey for relevant staff and host a video call with school and district leaders to discuss progress and any challenges.
An additional scope of work may be created in order to address challenges identified



Proposed Project Timeline

PO Issued - May 19

This timeline assumes the issue of a PO for the “Fixed District Project Costs” in the table below by May 19, 2023. Each day beyond May 19th may push successive deadlines by an equal amount.

Launch - By May 26

Introduce Educational Collaborators project team leader to Oxnard School District team

On-site Mtgs - By June 6

Meet with Frank Academy and district staff to clarify the goals and desired outcomes. Gather existing materials

Goals & Outcomes - By June 13

Provide a clarified list of program goals and outcomes.

Formal Plan - By June 30

Plan for the Frank Academy STEAM learning space and a plan and process for expansion to other schools in the district.

Orders Placed - By July 6

Prepare and provide quotes for all materials required for implementation of the plan, as approved by the district. Process orders per district procedures.

Frank Academy Lab Complete - By End of Aug

Orders coordinated and installed in Frank Academy STEAM Lab.

Custom Curriculum - By End of Aug

Provide curriculum and resource bank for teachers to deliver units based on the curricular goals established at the beginning of the project.

Professional Development - ASAP

Provide professional development to relevant staff per availability. It may commence once lab is complete but may be used within 12 months of completion.



Summary of the Process

We believe that culture matters. Though the district sets the tone, school buildings typically carry their own flavor of the culture. The key to sustainability is connecting with the culture. Failure to connect educational technology projects to the local building culture results in ineffective use of technology and, ultimately, a waste of funds.

Our approach begins with selecting a team of experienced educators who understand the culture of the district. Though we usually gather enough insight to build this team in the scoping process, we occasionally make changes to the team to best align with the client culture. We also do a lot of listening. Our experts have an incredible depth of experience but none of that matters if we don't listen and connect our experience to the needs of the district and school.

Lastly, though your team will have over 100 collective years of experience implementing initiatives similar to yours, we think you deserve more. Our Collaborators leverage our network of over 150 Collaborators and their wider professional networks on your behalf, delivering unparalleled expertise!



About US

Educational Collaborators is a national consulting organization comprised of many of the best practitioners in the field of education. Our collaborators are highly sought out for their expertise and experience. Employing current educators allows us to deliver the most relevant skills available. In addition, our portal based approach to consulting means multiple perspectives are considered to provide input into your project. Our innovative model enables us to cost effectively deliver true “Best Practice” recommendations to our clients.

- Our mission at Educational Collaborators is to change the global education landscape to help institutions develop generations of creative problem solvers. We will do this by meeting the needs of our clients’ faculty, students and staff to create sustainable environments of innovation and appropriate change while helping them retain their unique culture and timeless values.

- We have been serving schools since 2006 and have helped schools with as few as 7 teachers and districts as large as New York City Department of Education. We started as six school tech leaders seeking to help one another and have grown to a global network of over 150 edtech experts. In addition to serving schools and districts in 49 states and 14 countries, global companies bring us in to serve their clients, such as Google, Microsoft, Lenovo, HP, Qualcomm and more.

- With over 2,500 years of daily edtech leadership experience in our organization, there is almost nothing we can’t do to support your edtech needs. Our most common service offerings include:
 - Technology Audits - EdTech, Infrastructure, Databases, Workflows, Staffing
 - Strategic Technology Planning
 - Major Initiative Project Management - New data systems, 1:1 Initiatives, Facility Consultation
 - Curriculum Design for EdTech solution
 - Technology Skill Scope and Sequence
 - Custom Professional Development - Embedded, Workshops, Coaching, Virtual and On-Site
 - Learn.EC - Online Professional Development Platform

- Schools are social institutions and thus are as unique as the people in them. We value that uniqueness and seek to understand your culture as part of our approach. We customize our work and deliverables to be reflective of your unique culture and timeless values.

Educational Collaborators is proud to have served the institutions below and many more.



Suggested Project Team



Dr. Robert Dillon is an author, speaker, educator, and lifelong learner. His twenty-five plus years in education has seen him serve kids and families as a teacher, principal, technology director, and innovation leader. His primary focus is working to bring synergy to instructional design, technology infusion, and learning space design. He believes that in this synergy is the educational gold that students need to be successful citizens in a modern world. He works through an equity lens and looks to bring excellence to every classroom. For this work, he has been honored by Common Sense Media, The Center for Green Schools, the dSchool at Stanford University, the Buck Institute for Education, and Future Ready Schools. Dr. Dillon has had the opportunity to work with teachers and leaders throughout the country, and he continues to speak at local, regional, and national conferences. Dr. Dillon is the co-founder of ConnectED Learning, a Saint Louis non-profit dedicated to affordable, quality professional learning for teachers. He is the author of six books.



Char Shryock has worked as a teacher, technology specialist, Director of Curriculum, and Superintendent since she started her career as an educator in 1987. She is an experienced professional learning facilitator, supporting educators at a local, state and national level around a broad range of topics including assessment design, standards implementation, literacy and STEM. As an engaging public speaker, she has presented at multiple state and national conferences, including NSTA, ASCD, AMLE, and NCTE. Char has served on many Ohio Dept. of Education working groups, helping to develop learning standards, model curriculum, assessments, and Ohio's Strategic Plan for Education.



Rick is the Instructional Technology Coach/Director at the Governor Mifflin School District in Shillington, PA. Rick works with his own students and teachers as well as others around the world and enjoys presenting at global conferences including ISTE and Learning Forward. He is a Google Certified Trainer, Google Geo Teacher, and Google Certified Educator Level 1 & 2, Minecraft EDU Trainer, and MIE Trainer. He loves working with K-12 teachers to enhance lessons, using technology, in order to increase student engagement. As well as being a husband, father, proud golden retriever owner, and competing in triathlons.

Suggested Project Team



Mike started teaching in 2012 and shortly into his career students piqued his interest in gaming after giving a presentation about that years World Championships. Since then, gaming and esports has played a major role in his life. While Mike left education for a few years to be an Instructional Systems Designer and LMS Administrator, he never stopped working on esports. He has helped 100+ high schools in Wisconsin create programs and leads the Wisconsin High School Esports Association. He continues to work with other state leaders around the country to build legitimacy to scholastic esports, work with collegiate systems, develop esports curriculum, and build internship opportunities for students.



Lindy Hockenbary is an educator whose strength is helping other educators utilize technology to enhance learning experiences. She has spent her career in various roles in the education field, including classroom teacher, curriculum writer, technology integration specialist, and professional development manager. In her role with Educational Collaborators, Lindy facilitates hands-on trainings for teachers and works with educational technology companies to provide product feedback and training solutions. She is the author of A Teacher's Guide to Online Learning and holds several edtech certifications, including Google for Education Certified Trainer and Microsoft Innovative Educator (MIE) Master Trainer and Expert.



EDUCATIONAL
COLLABORATORS

Project Fees and Payment Terms CMAS Contract Number 3-20-00-0515F

We make every effort to keep the costs of a project as low as possible. This scope includes “not-to-exceed” pricing. Pricing will never be higher than quoted, unless a change control form is signed. Every effort will be made to complete the project under budget. We will invoice 25% of the project upon launch and bill monthly after that.

Fixed District Project Costs

Description	Estimated Days/Hours	Estimated Costs
Initial Launch	1 hour	\$180.91
Weekly Meetings	10 hours	\$1,809.10
District/School Meetings	20 hours	\$3,618.20
Program Goals Document	10 hours	\$1,809.10
Frank Academy and district plan	60 hours	\$10,854.60
Materials Quotes	20 hours	\$3,618.20
Purchase and delivery logistics	80 hours	\$14,472.80
Curriculum Development	600 hours	\$108,546.00
Professional Development (including travel)	10 days	\$35,269.20
Revised district plan	20 hours	\$3,618.20
Project Coordination (15%)		\$27,569.44
Total Estimated Cost		\$212,456.55

Variable Per Site Costs

Esports Equipment	Per Site	\$32,000
STEAM Equipment & Software	Per Site	\$10,404 - \$27,500
Furniture + Installation	Per Site	\$145,000 - \$165,000
Professional Development	Per Site	\$18,500
Onsite Maintenance and Support Agreement	Per year / Per Site	\$27,000
Total Estimated Cost		To Be Determined as Part of the Above Scope of Work

Project Fees and Payment Terms

Continued ...

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.

Customer Requirements

Client shall provide the following:

- Ensure completion of all Client tasks in a timely manner.
- Appoint and make reasonably available a contact to work with Consultant for the duration of this Contract. (This person must have authority to act on behalf of Client)
- Furnish consultant with necessary information and data on Clients operations, activities, and existing systems, as reasonably required to achieve the Project Proposal objectives.

Exclusions

The Services described in this Agreement constitute the entire Project Proposal.

This Project Proposal does not include:

- A Technical Support representative or contract for any of the recommended technologies other than those specifically identified in scope of work. (The consultant however, will work to assist Client with the identification of issues that require a Technical Support resolution.)
- Purchase, installation or configuration of any of the technologies beyond that identified in scope of work.
- Delivery/Implementation of any of the recommended services or strategies other than those specifically called for in the Scope of Work.

Expiration Date

This proposal and pricing is valid through May 20, 2023.

Terms and Conditions

All terms and conditions are stated in the Master Services Agreement (MSA) 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 of this agreement shall indicate acceptance of the Master Services Agreement linked above.

Acceptance

BY SIGNING BELOW, CLIENT ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK IS ACCEPTABLE AS DESCRIBED AND CONSTITUTES A BINDING ADDENDUM TO THE MASTER SERVICES AGREEMENT.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by duly authorized representatives of the parties.

Please print a copy of the Statement of Work, sign, scan and email to: contracts@educollaborators.com

Signatures

Oxnard School District	Educational Collaborators, A Division of Pacific OneSource
Signature:	Signature:
Name: Lisa A. Franz	Name:
Title: Director, Purchasing	Title:
Date:	Date:
Billing Contact: Patricia Nunez	Oxnard School District Purchase Order No.:
Billing Contact Email: accountspayable@oxnardsd.org	
Billing Address: 1051 South A Street Oxnard, CA 93030	

Master Services Agreement (MSA)

This Agreement is by and between the Client (as indicated the Order Form) and Pacific One Source, Inc. (dba MJP Technologies, Inc., dba STS Education, Inc. and dba Educational Collaborators, Inc, and Edutech Group, LLC (collectively “Service Provider”) of Simi Valley, California.

WHEREAS:

1. The Client has determined that it is desirable to utilize the expertise of Service Provider to assist in the planning, design, implementation, or optimization of educational technology goals.
2. The Client desires to retain Service Provider’s Professional Services (services) as outlined below and Service Provider desires to provide services on such a basis to the Client.

NOW THEREFORE, it is mutually agreed as follows:

1. **SERVICES**

- a) Service Provider shall provide services that are set out in an approved Statement of Work that refers to and is governed by this Master Professional Services Agreement. The Statement of Work will define services to be performed and deliverables to be provided by the Service Provider.
- b) Service Provider may perform additional services as requested by the Client, subject to further written agreement by both parties in a newly created Statement of Work or through a mutually approved Project Change Request (PCR)

2. **CLIENT’S AUTHORITY**

- a) Service Provider shall report directly to a representative specified by the Client for matters related to the scope of work of this Agreement.
- b) The Client maintains the right and authority to control Service Provider’s work results but will not control the means and the manner, which Service Provider utilizes in the attainment thereof.

3. **SERVICE PROVIDER’S AUTHORITY**

- a) The term “Service Provider” as used in this Agreement, shall mean the individual Service Provider, the Service Provider’s company, or the employees of the Service Provider’s company. The Service Provider is not an employee or agent of the Client. The Service Provider shall not have authority to represent the Client in any hearings, negotiations or discussions, or to bind the Client to any contract or agreement, unless the Client expressly and specifically gives such authority in advance and in writing.

4. **TERM**

- a) The initial term of this Agreement will be for one year following the execution date of this Agreement. This Agreement shall renew for additional one-year periods unless either party gives written notice of non-renewal thirty (30) days prior to the renewal of Agreement.

Master Services Agreement (MSA)

5. TERMINATION

Service Provider's retention and status as Service Provider to the Client may be terminated:

- a) Automatically on the dissolution of Service Provider; or
- b) Thirty (30) days after either the Client or Service Provider receives written notice from the other party of intention to terminate this Agreement. No cause need be specified by either party for the termination.

6. COMPENSATION, TERMS OF BUSINESS

- a) Compensation for services provided will be invoiced according to the Order Form.
- b) Services will be invoiced as work is completed with terms per the Order Form. Service Provider reserves the right to charge interest in the amount of one and one half (1 1/2) percent per month (or the rate allowable by law) on the outstanding balance past due until paid.
- c) Client will provide Service Provider with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Service Provider. If Client provides credit card information to Service Provider Client authorizes Service Provider to charge such credit card for all Purchased Services listed in the Order Form. Such charges shall be made in accordance with the Terms on the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card Service Provider will invoice Client in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Client is responsible for providing complete and accurate billing and contact information to Service Provider and notifying Service Provider of any changes to such information.
- d) Overdue Charges. If any invoiced amount is not received by Service Provider by the due date, then without limiting Service Provider's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
- e) Suspension of Service and Acceleration. If any charge owing by Client under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Client has authorized to Service Provider to charge Client's credit card), Service Provider may, without limiting its other rights and remedies, accelerate Client's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for Clients paying by credit card or direct debit whose payment has been declined, Service Provider will give Client at least 10 days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Client.
- f) Taxes. Service Provider's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes").

Master Services Agreement (MSA)

Client is responsible for paying all Taxes associated with its purchases hereunder. If Service Provider has the legal obligation to pay or collect Taxes for which Client is responsible under this section, SERVICE PROVIDER will invoice Client and Client will pay that amount unless Client provides Service Provider with a valid tax exemption certificate authorized by the appropriate taxing authority.

For clarity, SERVICE PROVIDER is solely responsible for taxes assessable against it based on its income, property and employees.

7. EXPENSES

- a) The Client shall pay reasonable and necessary expenses incurred by Service Provider including reasonable travel and travel-related expenses. This shall include: all travel expenses to and from all work sites; meal expenses (per CONUS per diem rates); administrative expenses; lodging expenses if work demands overnight stays; and miscellaneous travel-related expenses including parking and tolls incurred while this Agreement between Client and the Service Provider exists. All travel and travel related expenses will be charged at cost.

8. APPLICABILITY OF SERVICES, CONFIDENTIALITY AND NON-SOLICITATION

- a) This contract is a service contract and not for the sale of goods. Service Provider warrants that the services will be provided in a professional and workmanlike manner and makes **no other warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose**. Client acknowledges that the services provided by Service Provider are installation or advisory only and no specific result is assured or guaranteed. Service Provider is in the business of providing educational technology consulting services drawing upon the knowledge, understanding and expertise it has gained in the course of working with many individual clients, both similar and different from Client. Nothing in this MSA or in the associated Order Form shall be deemed to assign rights to or limit Service Provider's use of any knowledge to the extent it does not contain Client's confidential information. Nor does it limit the Service Provider's use of any knowledge it had prior to entering this Agreement or that it obtains during its performance under the Order Form. 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 project.
- b) Non-Solicitation. The Client agrees that they shall not, directly or indirectly 2(a) interfere with or attempt to interfere with any relationship between the Company and any of its employees, consultants, independent contractors, agents or representatives, (b) employ, hire or otherwise engage, or attempt to employ, hire or otherwise engage, any current or former employee, consultant, independent contractor, agent or representative of the Service Provider in a business competitive with the Company Group.

9. CLIENT RESPONSIBILITIES

The Client acknowledges that the successful completion of the Services depends on cooperation by the Client and the related personnel involved with the project. The Client agrees to ensure that Service Provider has full access to personnel, facilities, equipment, devices or equipment or tools needed that were mutually agreed that Service Provider will need access to complete the Services in the Order Form.

Master Services Agreement (MSA)

10. GOVERNING LAW

By adoption of the parties, the State of California, U.S.A. is deemed to be the place of contracting and by agreement of the parties, any claim or controversy relating to this Agreement, its interpretation, performance or validity shall be construed and governed in accordance with the laws of the State of California, without regard to its rules for choice of laws.

11. MISCELLANEOUS

- a) This Agreement supersedes all other agreements or representations either oral or written between Client and Service Provider. No waiver, alteration, amendments or modification of provisions in this Agreement shall be binding unless subsequently made in writing and signed by duly authorized representatives of Client and Service Provider and appended hereto. This agreement is the entire agreement.
- b) If any provision or portion of this agreement is deemed unenforceable or illegal by operation of law or otherwise, the remaining provisions in the agreement shall remain enforceable and binding on the parties herein.
- c) Rights and obligations under this Agreement are not assignable.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE OR (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CLIENT" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.



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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 17, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-240, Josie V. Ramirez (DeGenna/Ruvalcaba)

Josie V. Ramirez, will provide an in-person dance performance by Kealoha and Company, “Expressions of Polynesia”. They will perform dances from the islands of Hawaii, Tahiti, and the Philippines at the Asian American and Pacific Islander Meet and Greet event at Brekke Elementary School on May 23, 2023 at 6:00pm.

FISCAL IMPACT:

Not to exceed \$850.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-240 with Josie V. Ramirez.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-240, Josie V. Ramirez \(1 Page\)](#)

OSD AGREEMENT/MOU #22-240

Josie V. Ramirez

And

Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Josie V. Ramirez, Kealoha and Company, and the Oxnard School District, located at 1051 South A Street, Oxnard, CA 93030.

Description of Services:

- A. Josie V. Ramirez, will provide an in-person dance performance by Kealoha and Company, "Expressions of Polynesia". They will perform dances from the islands of Hawaii, Tahiti, and the Philippines at the Asian American and Pacific Islander Meet and Greet event at Brekke Elementary School on May 23, 2023 at 6:00pm.

Compensation: The Oxnard School District will pay Josie V. Ramirez a fee of \$850.00.

Authorized Approval:

Josie V. Ramirez

:

Oxnard School District:

Signature

Signature

Typed Name/Title

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

Date

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 17, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement/MOU #23-05 – Parker Anderson Enrichment-Central LA (DeGenna/Shea)

Parker Anderson Enrichment-Central LA will provide enrichment programming daily in the after school program with four (4) different special enrichment windows (fall-2, winter, spring), and seasonal GATE programming at 20 schools in the Oxnard School District. They will also offer enrichment during the Writing and Steam Camp over the summer. The enrichment varies from Fashion Design, STEAM, Dinosaurs, Photography, Chess, Robotics, Architecture, Coding, Marine Biology, Chemistry, and many other topics.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$3,150,200.00 – Expanded Learning Opportunity Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #23-05 with Parker Anderson Enrichment-Central LA.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-05, Parker Anderson Enrichment-Central LA \(2 Pages\)](#)



AGREEMENT BETWEEN PARKER ANDERSON ENRICHMENT-CENTRAL LA AND OXNARD SCHOOL DISTRICT

The scope of this document is to define the roles and responsibilities of Parker Anderson Enrichment Central LA (Consultant) in providing STEAM lessons and activities for 20 elementary/middle schools in Oxnard School District (OSD). The purpose is to provide Parker Anderson's STEAM Academy activities for the students at these schools.

This serves as a Memorandum of Understanding and Responsibility Agreement that Parker Anderson Enrichment – Central LA and Oxnard School District will work together toward promoting and providing age-appropriate STEAM activities for the students enrolled in OSD elementary/middle schools. Both the consultant and OSD, according to its defined rolls, agrees to participate in coordinating, providing, and financing the following services for the purpose of this agreement.

Parker Anderson Enrichment Central LA agrees to:

1. Provide STEAM and Technology lessons.
2. Provide all materials for STEAM lessons.
3. Provide Critical Thinking and specialty lessons: Chem Kidz, Rocket Science, Coding, Jurassic Dinoworld, Inventor's Workshop, Spy Kids, Culinary/nutrition classes, Marine Biology Architecture Academy and more.
4. Provide 60-90 minute enrichment lessons to students. 4, separate enrichment bursts.
5. Provide GATE 90-minute enrichment lessons. 3, 8-week bursts.
6. Parent showcase for GATE and Enrichment Programs
7. Provide enrichment activities on 30 non-school days and field trip chaperones.
8. Staff assistance. Provide 4-5 hours of staffing at each school site for 180 days.
9. Certify that staff have been fingerprinted and TB tested and are fully vaccinated for COVID-19
10. Facilitate/participate in Family Night. Fall 2023/Spring 2024
11. Carry insurance that conforms to the district requirements for liability, workers compensation, abuse and molestation.
12. Para Educator qualified.

Oxnard School District agrees to compensate Parker Anderson Enrichment Central LA:

1. **ENRICHMENT BURSTS:** 4, separate enrichment bursts for all students at 20 schools teaching 2 60-90 minute STEAM enrichment classes immediately after dismissal at each school 3 days a week. Additional homework help, snack supervision, dismissal and clean up included. Instructor shift: 3.5-4 hours. \$150 per hour. 3720 classes.
 - A. Fall 1: 9/5-10/21 - 7 weeks- \$252,000
 - B. Fall 2: 10/23-12/14 - 7 weeks- \$252,000
 - C. Winter: 1/22-3/22 - 9 weeks- \$324,000
 - D. Spring: 4/22-6/13 - 8 weeks- \$288,000**Compensation: \$1,116,000**

2. **GATE Enrichment Classes:** 3 separate 8-week GATE enrichment bursts at 20 schools teaching 90-minute classes at each school 1 day a week totaling 480 classes @ \$375 per class. Additional instructor support at each school site to continue for 1 hour after each class ends.
Compensation: \$180,000

3. **30 Non School Days:** Compensate Parker Anderson Enrichment Central LA for individual classes taught on 30 non- school days. PAE will provide 2 instructors for 6 hours daily for a total of 360 enrichment classes and additional support + full day field trip chaperone at the rate of \$135 per hour at 7 sites. **Compensation: \$340,200**

4. **Staff assistance:** PAE instructor to provide 4-5 hours of staffing at each school site for 180 days. PAE Staff responsibilities: attend site meetings, snack supervision, homework help, facilitate supervised activities, dismissal and SEL support. Activities from Parker-Anderson Enrichment curriculum including, but not limited to Mathemagic, Brain Games, Jedi Training Academy Green Science, and Team Building. **Compensation: \$100 per hour. \$75,700 per site. 20 sites. \$1,514,000**

Total compensation: Up to \$3,150,200, billing incrementally after completion of each session.

This memorandum of understanding and Responsibility shall be effective upon signature and implemented from 7/1/23-6/28/24

For the Oxnard School District

Lisa A. Franz, Director, Purchasing, Oxnard School District

For Parker Anderson Enrichment – Central LA

Lisa Nadasdy

Lisa Nadasdy/Owner, Director, 661 803-5135 (cell), 310 844-6996 (office)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 17, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement/MOU #23-06 – Hip Hop Mindset (DeGenna/Shea)

Hip Hop Mindset will provide hip hop dance lessons to students at all schools in the Oxnard School District. The program will provide extra enrichment for students after school.

Term of the Agreement/MOU: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

\$1,601,320.00 – Expanded Learning Opportunity Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #23-06 with Hip Hop Mindset.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #23-06, Hip Hop Mindset \(2 Pages\)](#)

**Agreement/Memorandum of Understanding and Responsibility #23-06
Between Oxnard School District and
Hip Hop Mindset/William Venegas
2023-2024**

The scope of this document is to define the roles and responsibilities of Hip Hop Mindset, William Venegas (Consultant) in providing dance classes to students attending schools in Oxnard School District (District). The purpose is to provide enrichment opportunities for the students in Oxnard School District.

This serves as a Memorandum of Understanding and Responsibility (MOU) agreement that the District and Consultant will work together towards promoting a quality enrichment for students. Both the District and Consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

I. Consultant

A. Curriculum

Consultant will staff and provide hip hop dance instruction, DJ instruction, video classes, dance workshops, enrichment, intersession, summer programming, field trips, and special performances at schools in Oxnard School District.

B. Fees

1. Total cost of program will not exceed \$1,601,320.00 including supplies and materials purchased by Consultant or District.
 - a. Any Supplies or materials purchased by Consultant shall have itemized receipts attached with monthly invoice.
 - b. Invoices will be submitted monthly for services provided. The last and final invoice shall be received by District no later than June 30, 2023.
2. Hourly fees will be charged at \$80 an hour.

C. Insurance and Clearance Requirements

1. Consultant agrees to carry an insurance policy that meets the requirements of the Oxnard School District Risk Management department that covers the dates of service of this agreement.
2. Pass a fingerprint screening as required by the Department of Justice.
3. Have on file with the District valid proof of negative tuberculosis test.
4. Require staff to be fully vaccinated for COVID-19.
5. Require staff to meet the Para Educator requirements for after school programming.

II. Oxnard School District agrees to:

- A. Provide training space for the program.
- B. Supply requested materials.
- C. Support Hip Hop Mindset with live scan fingerprinting
- D. Pay Hip Hop Mindset as outlined above.

William Venegas will monitor this agreement to oversee implementation of project activity in coordination with the OSD Director of Enrichment and Specialized Programs. This Agreement/Memorandum of Understanding and Responsibility shall be effective upon signature and Board approval. The Agreement/MOU will be in effect from July 1, 2023 through June 30, 2024.

APPROVED:

OXNARD SCHOOL DISTRICT:

HIP HOP MINDSET:

Signature

Signature

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

William Venegas
Typed Name/Title

Date

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 17, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-07 – Art Trek, Inc. (DeGenna/Shea)

Art Trek, Inc. will offer enrichment programs at all schools during our Expanded Learning Opportunity Programs. They will provide staff and materials when their services are required. This agreement will cover summer, after school, intersession, and professional development.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to Exceed \$4,367,810.00 – Expanded Learning Opportunity Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-07 with Art Trek, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-07, Art Trek, Inc. \(2 Pages\)](#)

OSD AGREEMENT #23-07

ART TREK, INC.

A 501 (C) (3) non-profit organization

2023-2024 AGREEMENT FOR ART SITE INSTRUCTIONAL SERVICES OXNARD AFTER SCHOOL PROGRAM

This Agreement for Instructional Services is effective between [Oxnard School District](#), with its address at [1051 South A Street Oxnard, CA 93030](#) and [Art Trek, Inc.](#), with its principal office at [703 Rancho Conejo Blvd., Newbury Park, CA 91320](#) finds that Art Trek is willing to perform certain work described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

SERVICES: Art Trek shall provide the following services for Oxnard School District. These are the highest predicted numbers based on the maximum number of teachers per school and the maximum number of days teaching.*

1. **Summer:** July: Art Instruction and Field Trip support for 18 days in July = \$423,950

8 schools x 4 staff + 3 floaters = 35 staff

18 days x 7 hours x 35 staff x \$95 per hour = \$418,950

2 days of training @ \$2,500 each = \$5,000

All materials included

2. **Spring Break Camp:** All materials included

10 days x 23 teachers x 6 hours x \$95 per hour = \$131,100

3. **Art Program** for After School Programming for school year. All materials included.

137 days @ 4.5 hours each x 23 teachers = 14,179.5 hours

10 early dismissal days @ 7 hours each x 23 teachers = 1,610 hours

35 banking days x 5.5 hours x 23 teachers = 4,427.5 hours

182 split days x 2 hours = 364 hours

= 20,581 hours x \$95 per hour = \$1,955,195

4. **Inquiring Minds** for After School Programming for school year:

137 days @ 4.5 hours each x 19 teachers = 11,713.5 hours

10 early dismissal days @ 7 hours each x 19 teachers = 1,330 hours

35 banking days x 5.5 hours x 19 teachers = 3,657.5 hours

= 16,701 hours x \$95 per hour = \$1,586,595

Inquiring Minds Materials: \$ 90,000

5. **Training of Art Trek staff**

ELO: 20 trainings x \$1,750 = \$35,000

STEAM: 20 trainings x \$1,750 = \$35,000

6. **OSD Professional Development** (Four all staff days)

Training will be charged at \$12,500 per session. It is anticipated there will be four sessions. Any additional training beyond the four will be billed at the same rate.

This is an anticipated total of \$50,000

4/25/23

2023 ART TREK, INC. 703 Rancho Conejo Blvd., Newbury Park, CA 91320

Phone and Fax (805) 499-1700 www.arttrek.org

7. Special Events:

- a. Three special events throughout the year @ \$10,000 each = \$30,000
- b. Art Festival for 20 schools x 3 hours x 2 staff x \$95 = \$11,400
- c. OSD Creates – After School Programming – Art (23 staff) and Inquiring Minds (19 staff)
42 staff x 3 hours x 95 per hour = \$11,970
- d. Display of art for 20 schools in panels at district office changed out twice during the school year.
20 schools x 2 hrs. x 2 staff = 80 hours x \$95 per hour = \$7,600

TOTAL FOR 2023-2024 OXNARD PROGRAMS: \$ 4,367,810**

*Art Trek is committed to placing two teachers in every class when possible.

**Any additional class work when agreed upon in writing between the two parties will be charged at a rate of \$95 per hour.

Employees must meet the following criteria for participation in the Expanded Learning Program and for safety/responsibilities:

Safety and Responsibilities

- Site Team Meetings (STM) when called
- Incident reports
- Dress code and identification
- No visitors or volunteers
- Ethics and confidentiality
- Arriving and leaving the site
- Scheduled work hours
- Prep time
- Classroom conditions and clean up
- Classroom management trained
- Sign in and sign out

- Attendance at All Staff Training Days

Employment Requirements

- Negative TB Test
- DOJ-fingerprint clearance
- Meet Para-professional requirements
- Harassment Prevention Training
- Mandated Reporter Training, General /School Personnel
- CPR & First Aid Certification

INVOICING:

Teaching fee, packet materials fee, and training fee to be invoiced at the end of each month of instruction.

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

Art Trek meets all OSD requirements for insurance and has provided a Certificate of Insurance naming Oxnard School District as additionally insured.

If this Agreement meets with your approval, please sign, date, and return so we can move forward!

Nan Young, Director

Date

Lisa A. Franz, Director, Purchasing

Date

4/25/23

2023 **ART TREK, INC.** 703 Rancho Conejo Blvd., Newbury Park, CA 91320
Phone and Fax (805) 499-1700 www.arttrek.org

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 17, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-09 – Catalyst Family Inc. dba/Catalyst Kids (DeGenna/Shea)

This agreement is for Catalyst Kids to offer TK/K programming at 17 schools in the Oxnard School District. This program will meet the requirements of the Expanded Learning Opportunity Program and will cover the program for the 2023-2024 school year.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

\$1,879,879.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-09 with Catalyst Family Inc., dba/Catalyst Kids.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-09, Catalyst Family Inc. dba/Catalyst Kids \(16 Pages\)](#)

OSD AGREEMENT #23-09

**FISCAL YEAR 20__-20__ SERVICE AGREEMENT
BETWEEN

SCHOOL DISTRICT
AND
CATALYST FAMILY INC.**

This Service Agreement (this "Agreement") is made as of _____, 202__, between the _____ **SCHOOL DISTRICT**, a California public school district ("District"), and **CATALYST FAMILY INC. dba CATALYST KIDS** ("Provider"), a California non-profit public benefit corporation, for the purpose of providing services for the Expanded Learning Opportunities Program (the "ELO-P") at certain school sites of the District.

WHEREAS, the ELO-P provides funding for afterschool and summer school enrichment programs for unduplicated pupils in transitional kindergarten through sixth grade as described in California Education Code Section 46120, amended by AB 181 (Chapter 52, Statutes of 2022) and AB 185 (Chapter 571, Statutes of 2022);

WHEREAS, a Local Education Agency ("LEA") defined as a school district or charter school that serves classroom-based instructional programs in transitional kindergarten through sixth grade, not including a charter school established pursuant to Education Code Section 47605.5, is eligible for funding provided by the ELO-P;

WHEREAS, LEAs are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunity programs offered across their attendance areas pursuant Education Code Section 46120 (b)(6);

WHEREAS, "expanded learning" means before school, after school, or summer learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences as defined in Education Code Section 8482.1;

WHEREAS, the District is an LEA that has been, or will be, provided ELO-P funding that has been appropriated in the annual Budget Act and allocated by the Superintendent of Public Instruction;

WHEREAS, the District desires to hire Provider, and Provider agrees, to provide an expanded learning opportunity program to District students in _____ through _____ grade, pursuant to Education Code Sections 46120 (b)(1) and (d);

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree to the terms and conditions of this Agreement, as follows:

1. **CONDITIONS.** Provider will have no obligation to provide the Services (as defined below) 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 the Services, Provider shall be, and at all times is, acting and performing as an independent contractor of District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider 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.** 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.
4. **SERVICES.** Provider shall provide District with ELO-P services (the "Work" or "Services"), which are described on the Statement of Work 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 consists of ongoing Services, the Statement of Work shall set forth the mutually agreed schedule for providing the 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.

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 Services from those specified in this Section shall be made without the prior written consent of the District.

5. **TERM.** The term of this Agreement shall commence as of _____ and shall end on _____, unless sooner terminated as provided here. Upon written agreement of the parties prior to the expiration of the term then in effect, and provided that sufficient grant funds are available to administer the ELO-P, this Agreement may be renewed for additional consecutive terms of one (1) year each, with each such term ending as of June 30th of the following year by adding an amendment for the new year, with a new Exhibit A and B replacing the prior Exhibit A and B. All 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.

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.

District will pay Provider up to _____ for the above defined term, which compensation may be adjusted by mutual agreement of the parties and/or upon a renewal of this Agreement.

Provider shall send District monthly invoices/ 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 to Provider are set forth in “Schedule of Fees” and shall be paid by the District within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the Services performed.

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, in the District’s reasonable discretion. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and subconsultants as Provider may deem appropriate to assist in the performance of Services herein. Any attempted assignment, sublease, or transfer by Provider in violation of this Agreement shall be null and void and of no force and effect, and shall be grounds for the District, in its sole discretion, to terminate this Agreement.

8. **TERMINATION OR AMENDMENT; FORCE MAJEURE.** 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 termination of this Agreement prior to completion of the specified Services, Provider shall provide, upon request of the District, copies of records and information pertaining to individual students. Provider retains all ownership rights of all finished or unfinished projects, documents, data, studies, and reports prepared by Provider. In the event of termination prior to or upon completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this Agreement for the District will, at the option of the District, be turned over to the District for its perpetual use. Provider will however, retain title to, and the right to use such projects, data, studies, and reports in future business endeavors so long as the District's identifying information and any information protected by student privacy is removed. The Provider shall be entitled to receive just and equitable compensation for any work completed on such items prior to termination of this Agreement.

Each of the parties shall be excused from performance hereunder during the time and to the extent such party is prevented from obtaining, delivering, or performing due to the following causes, to the extent beyond its reasonable control: act(s) of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion or generalized lack of availability of energy. 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. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

To District _____ School District

_____, CA. _____
Attention Contact: _____

To Catalyst Kids Catalyst Family Inc. dba Catalyst Kids
350 Woodview Ave., Suite 100
Morgan Hill, CA. 95037
Attention: Susan Dumars, President

10. **ADDITIONAL WORK.** If changes in the Work seem merited by the Provider or the District, and the parties agree that a change is warranted, it shall be processed in the following manner:
- a. A letter outlining the changes shall be forwarded by requesting party with a statement of estimated changes in Services, fees and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the party requesting the change and executed by all parties before Provider is expected to perform any such Services.

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

11. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Provider hereby agrees that Provider, and its officers, agents, employees, and subcontractors shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

Provider shall, and shall cause its officers, agents, employees and/or subcontractors to, 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.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

13. MUTUAL INDEMNIFICATION.

- a. To the furthest extent permitted by law, Provider agrees to hold harmless, defend, and indemnify District and its officers, consultants, employees, agents, volunteers, and governing board members against all actions, claims, or demands for injury, death, loss or damages (except to the extent such injury, death, loss, or damage was due to the active negligence or willful misconduct of District or its officers, consultants, employees, agents, volunteers, or governing board members), whenever such injury, death, loss, damage claim is a consequence of, or arises out of the negligence or willful misconduct of Provider or its officers, consultants, employees, agents, volunteers, or governing board members.
- b. To the furthest extent permitted by law, District agrees to hold harmless, defend, and indemnify Provider and its officers, consultants, employees, agents, volunteers, and governing board members against all actions, claims, or demands for injury, death, loss, or damage (except to the extent such injury, death, loss, or damage was due to the active negligence or willful misconduct of Provider or its officers, consultants, employees, agents, volunteers, or governing board members), whenever such injury, death, loss, damage or claims a consequence of, arises out of the negligence or willful misconduct of District or its officers, consultants, employees, agents, volunteers, or governing board members.

14. INSURANCE.

- a. During the term of this Agreement, Provider shall procure, pay for and keep in full force and effect (1) general liability insurance for death, bodily injury, and property damage in amount no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, (2) comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance in an amount no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, and (3) professional coverage evidencing at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, with respect to the Services provided by, or on

behalf of, Provider under this Agreement. If the District determines that additional insurance coverage is necessary, the District will reopen negotiations with Provider to modify the terms of this Agreement.

- b. All insurance policies shall state the name of the insurance carrier and name the District as “additional insured,” with the endorsement issued as a separate document.
 - c. The policies of insurance shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the required coverage shall be submitted to District concurrent with this executed Agreement.
 - d. Provider hereby agrees that it shall not cancel or change the coverage provided by the policies of insurance submitted to the District without first giving the District thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, Provider agrees to immediately provide District true and correct copies of all new or revised certificates of insurance.
 - e. The District, at its sole cost and expense and for the full term of this Agreement, shall obtain and maintain all of the following minimum insurance requirements set forth in subsection (a) above. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. The District must provide an affidavit of self-insurance, or pooled insurance, if any. Provider or its officers, trustees, employees, agents, and volunteers are to be covered as additional insured on all policies of insurance required under this Agreement. The coverage shall contain no special limitations on the scope of the protection afforded to Provider or its officers, trustees, employees, agents, or volunteers.
15. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety and security, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code Section 45125.1 regarding fingerprinting requirements unless the District determines that Provider will have limited contact with students.

- Provider and any and all subcontractors are required to comply with Education Code Section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any Services for the District under this Agreement.
 - Provider and its subcontractors are not required to comply with Education Code Section 45125.1, Fingerprint certification requirements.
16. **DISPUTE RESOLUTION; ARBITRATION; ATTORNEY’S FEES.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy

and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. In resolving any dispute, the parties shall in good faith consider the reasons for the establishment of ELO-P and the objectives of ELO-P, including without limitation the promotion of the overall interests of the families served. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place. Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation. At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by the rules of the Judicial Arbitration and Mediation Service ("JAMS") or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of the first sentence above. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified above in this paragraph are pending and for 15 calendar days thereafter. The parties will take such action, if any, required to effectuate such tolling.

Any dispute that is not resolved pursuant to the prior paragraph will be submitted to binding arbitration in Sacramento, California, administered by JAMS before an experienced arbitrator licensed to practice law in California and selected in accordance with the rules of JAMS. The arbitration shall be administered by JAMS in accordance with JAMS' expedited rules governing commercial arbitration. Notwithstanding the foregoing, the arbitrator is specifically directed to limit discovery to that which is essential to the effective prosecution or defense of the action. The arbitrator shall apportion the costs of the arbitration, together with the attorney's fees of the parties, in the manner deemed equitable by the arbitrator, it being the intention of the parties that the prevailing party ordinarily be entitled to recover its reasonable costs and fees, including without limitation, reasonable fees and expenses of attorneys. Judgment upon any award rendered by the arbitrator may be entered by any court having jurisdiction.

17. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request and expense, deliver copies of documents for all matters in which Provider has provided Services to the District, along with any property or documents of the District in Provider's possession and/or control. If the District does not request District's document(s) relating to a particular Work or Services, Provider will retain

District's document(s) for a period of two (2) years after completion of the Work or Services. If District does not request delivery of the applicable District's document(s) at the end of the aforementioned two (2) year period, Provider will have no further obligation to retain such District's document(s) and may, at Provider's discretion, destroy such District's documents without further notice to the District. At any point during the aforementioned two (2) year period, District may request delivery of the document(s) at District's expense. Notwithstanding the foregoing, medical records relating to students shall not be destroyed by Provider without the prior written consent of District.

18. **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 other ELO-P 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.
19. **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.
20. **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.
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. **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.
23. **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.
24. **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 on the date below their signatures.

	<u>School District</u>	<u>Catalyst Family Inc. dba Catalyst Kids</u>
	District	Provider
By:	_____	By: _____
	Signature	Signature
	<u>Lisa A. Franz</u>	<u>Susan Dumars</u>
	Name	Name
	<u>Director, Purchasing</u>	<u>President</u>
	Title	Title
	_____	_____
	Date	Date

STATEMENT OF WORK

DESCRIPTION OF WORK:

Provider will partner with District in the Expanded Learning Opportunities Program (ELO-P) to provide after school programming to _____ through _____ grade students in the District. The Provider's programs will be offered at certain school sites listed in "Exhibit A" attached hereto. ELO-P will engage student participants in activities that promote collaboration and introduce students to a variety of age-appropriate experiences.

ELO-P provides a balanced approach of play and academics. Staff use child guided inspiration to support learning, taking their cues from children's interest and expanding into activities and projects. Designated Provider personnel will meet with District teachers to discuss goals, strengths, and challenges as it relates to the children attending and build adult guided experiences to complement school day learning.

Provider shall specifically ensure that all professional staff who directly supervise pupils meet the minimum qualification to serve as an Instructional Aide in the District. For professional staff to qualify as an Instructional Aide in the District, such staff must do all of the following that are marked with a check:

- Have a high school diploma or the equivalent.
- Two years of college (48 units).
- A.A. degree (or higher).
- Pass a local assessment of knowledge and skills in assisting in instruction, also known as an Instructional Aide examination. (This is an assessment that is required by the District.)
- The District also has the specific requirements: _____

If an Instructional Aide examination is required as part of the District's minimum qualifications, the following will apply:

- The District has developed its own examination and will administer its own examination and provide verification to Provider that the professional staff has passed the examination.
- The District has developed its own examination and has given Provider privileges to administer the District's examination.
- The District agrees to use the examination and/or assessment developed by Provider, which the District has reviewed and approved.
- The District agrees to use the examination and/or assessment developed by the following third party, which the District has reviewed and approved: _____

It is understood that the above requirements reflect the District's requirements for the Instructional Aide applicant to provide services to the District and that such requirements are the District's alone as informed by state guidelines.

District, as the LEA, is responsible for the oversight of any community partners or subcontractors. Provider and District will agree to the following:

Provider will:

- Provide in-person expanded learning opportunities for ____ school days that, when added to the District's provided daily instructional minutes, recess, and meals, is no less than nine hours of combined instructional time, recess, meals and expanded learning opportunities per instructional day
- Provide ____ professional development days for staff
- Provide for at least ____ non-school days, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day
- Ensure and verify that all employees fulfill requirements set forth by the district (including but not limited to background checks, TB requirements, minimum education, qualifications)
- Notify families of admission to the program
- Enroll children in Provider's student information system (SIS) and maintain waitlist, or upon agreement of the parties, access District's student information system (SIS) as required to perform obligations under this Agreement
- Record student attendance daily and submit reports to District monthly
- Provide a monthly invoice to the District which includes a detailed GL a Pivot GL summary broken down by site and amounts year to date
- Serve a nutritious snack daily provided by District during school days
- Serve breakfast, snack, and lunch during non-school / intersession days
- Maintain a 10:1 student-to-staff ratio for TK/K students and 20:1 for first grade and up pursuant to ELO-P assurances for TK/K students
- Provide opportunities for Provider staff to attend District-run ELO-P meetings
- Provide curriculum materials
- Provide technology and devices to be used by Provider staff

District will:

- Provide a list of unduplicated students to Provider
- Enroll and report student attendance in State system
- If applicable, administer Instructional Aide Examination to Provider's staff, giving Provider a testing schedule of dates and times when the test will be administered and providing verification of pass/fail
- Assist the Provider in hiring as needed by posting positions on the District's internal job board
- Where reasonable and available, Provider will seek to provide meals through the National School Lunch Program (NSLP), School Breakfast Program (SBP) or through the Summer Meal Programs when summer school is in session
- Notify families of eligibility to the program
- Provide nutritious snack daily to be served by Provider
- Provide Wi-Fi in all classrooms/multi-purpose rooms where ELO-P operates
- Provide janitorial services
- Pay invoices within 30 days of receipt
- Provide classrooms or multi-purpose room for programing in kind
- Provide Provider with access to the school cafeteria or adequate food prep space, storage area, and access to refrigeration (especially for child's medication)

- Work with Provider to establish procedures to support and provide additional resources needed to serve children with special needs

WORK SCHEDULE:

Program dates: _____ - _____

Number of days: school days: _____ / intersession days: _____

Program hours: school days: from dismissal to _____ PM / intersession days: _____

Locations: at certain school sites listed in *Exhibit A*

SCHEDULE OF FEES

FEES:

On An Annual Basis Up To: \$ _____
(For initial FY, and subject to Section 6 of this Agreement)

a. Except as otherwise provided herein, and subject to Section 6 of this Agreement, District agrees to compensate Provider for Services rendered under this Agreement for the initial FY such amount up to the current ELO-P funding and the current budget of \$ _____, as provided in **Exhibit B** attached hereto. This Agreement represents a fee-for-service agreement in accordance with the ELO-P funding. Compensation for any renewal term shall be subject to Section 6 of this Agreement.

b. Provider shall submit itemized monthly invoices detailing the fees payable to Provider and expenses incurred for Services provided for the applicable period. All funds expended under this Agreement will be in accordance with state ELO-P funding guidelines and in alignment with the mutually agreed upon budget in **Exhibit B**. All expenses under this Agreement are to cover the costs associated with children enrolled, up to _____ children at each site with a total of _____ children across all sites into the ELO-P referred by the District. All expenses incurred under this Agreement are subject to an annual audit. Compensation shall be made based on the satisfactory delivery of the Services described herein as well as detailed attendance reports according to District standards. District shall pay Provider the invoiced amount within 30 days from receipt of the invoice. Should a dispute arise related to the amount invoiced, the District will contact Provider within the 30-day timeframe to resolve.

c. District will not withhold any federal or state income tax for payment made pursuant to this Agreement but will provide Provider with a statement of earnings at the end of each calendar year. Provider is hereby advised that such statement of earnings shall if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

d. Both parties recognize the current fiscal crisis of the State and District and acknowledge that funding could be cut or reduced by the State. Therefore, if at any time during the term of this Agreement, there is no funding or funding for the program is reduced or the District determines, at its sole discretion, to suspend or abandon the Work under this Agreement, District shall have the right to terminate or reduce the performance of Provider's Services hereunder by giving written notification to Provider of District's intention to terminate or reduce Services. In the event this Agreement is terminated or the Services reduced, Provider shall be paid for Services rendered, including non-cancellable obligations, to the date of termination or adjusted to meet or reflect reduced Services provided.

PAYMENT SCHEDULE:

Subject to Section 6 of this Agreement, Provider will invoice District by the 15th of each month for the prior month. The invoice will include the following support items:

- The Enrollment and Attendance report per Site (Location)
- Itemized expenses report for all locations
- Administrative Fees equivalent to _____% of total cost

EXHIBIT A
Catalyst ELO-P Locations

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

As enrollment increases, other locations may be added upon mutual written consent of the parties through an addendum or amendment to this Agreement. Program costs will be reevaluated for additional fee-for-service per location to accommodate the needs of the program.

Indirect	\$134,228.67
Direct	\$1,006,755.56
TOTAL	\$1,140,984.23
Indirect %	11.76%

FALL KINDER PROGRAM
August 16th 2023 - June 14th 2024
17 Sites, 180 Days, 10 Days Intersession

Academic Year 2023-2024				Catalyst Family Inc.		Oxnard School District ELOP Budget Proposal				
Type	Output	Dist	GL	Series	Budget Line Items	Total Budget	Exp/Loc	% Total Cost	Cost Per Child Per Day	
TBD	Classified	TBD	TBD	Series 1000	Not applicable	0				
Certificated Personnel Salaries Total						0		0.0%	\$ -	
Classified Personnel Wages & Salaries										
Direct	Oversight	Yes	6114	Series 2000	1 Oversight Director (partial time allocation)	2,400	141	0.2%	\$0.02	
Indirect	Clerical	Yes	5123		1 ELO Hiring Coordinator (partial time allocation)	1,200	71	0.1%	\$0.01	
Indirect	Clerical	Yes	5123		1 Customer Service Specialist (partial time allocation)	1,000	59	0.1%	\$0.01	
Direct	CM	Yes	6113		1 Center Manager Extended Learning	120,000	7,059	10.5%	\$1.02	
Direct	Teacher	No	5111		0 Instructors (Program Leads)	0	0	0.0%	\$0.00	
Direct	Teacher	No	5111		34 Instructors (Teachers)	605,880	35,640	53.1%	\$5.14	
Direct	Training	No	5111		Potential Training Hours/Wages	3,240	191	0.3%	\$0.03	
Classified Personnel Salaries Total						733,720	43,160	64.3%	\$6.23	
Payroll Taxes and Benefits										
Direct	PR Taxes	No	5233	Series 3000	FICA NoPARS	46,598	2,741	4.1%	\$0.40	
Direct	Benefits	No	5234		Health & Welfare Benefits NoPARS	63,958	3,762	5.6%	\$0.54	
Direct	PR Taxes	No	5235		SUI NoPARS	12,182	717	1.1%	\$0.10	
Direct	PR Taxes	No	5236		WCI NoPARS	12,182	717	1.1%	\$0.10	
Direct	Benefits	No	5240		Other Benefits (PTO accrual) NoPARS	9,137	537	0.8%	\$0.08	
Direct	PR Taxes	No	6233		FICA PARS	9,532	561	0.8%	\$0.08	
Direct	Benefits	Yes	6234		Health & Welfare Benefits PARS	13,083	770	1.1%	\$0.11	
Direct	PR Taxes	Yes	6235		SUI PARS	2,492	147	0.2%	\$0.02	
Direct	PR Taxes	Yes	6236		WCI PARS	2,492	147	0.2%	\$0.02	
Direct	Benefits	Yes	6240		Other Benefits (PTO accrual) PARS	1,869	110	0.2%	\$0.02	
Direct		Yes	TBD		TBD place holder	0	0	0.0%	\$0.00	
Employee Benefits Total						173,525	10,207	15.2%	\$1.47	
Books, Supplies, and Equipment										
Direct	Office, Cleaning, Gener:	No	5312		Series 4000	Office Supplies	0	0	0.0%	\$0.00
Direct	Office, Cleaning, Gener:	No	5313	Cleaning, Incidental, Misc Supplies		17,000	1,000	1.5%	\$0.14	
Direct	Office, Cleaning, Gener:	No	5314	Marketing (T-Shirts, Banners, Lanyards, Magnets)		1,925	113	0.2%	\$0.02	
Direct	Staff Training	No	5342	Staff Training Materials		0	0	0.0%	\$0.00	
Direct	Curriculum	No	5343	Program Supplies		51,000	3,000	4.5%	\$0.43	
Direct	Food	No	5351	Food		7,130	419	0.6%	\$0.06	
Direct	Food	No	5352	Food Related (plates, napkins, etc.)		310	18	0.0%	\$0.00	
Direct				TBD place holder		0	0	0.0%	\$0.00	
Direct				TBD place holder		0	0	0.0%	\$0.00	
Books and Supplies total						77,365	4,551	6.8%	\$0.66	
Services and Other Operating Expenses										
Direct	Staff Onboard & Develo	No	5410	Series 5000	Hiring Costs (Background, livescan)	7,500	441	0.7%	\$0.06	
Direct	Contract Services	Yes	5417		Professional Services (SaaS)	132	8	0.0%	\$0.00	
Direct	Logistics	No	5422		Mileage	164	10	0.0%	\$0.00	
Direct	Staff Onboard & Develo	No	5427		Professional Development	1,700	100	0.1%	\$0.27	
Direct	Staff Onboard & Develo	No	5433		Recruiting Costs (Indeed Ads etc.)	8,400	494	0.7%	\$0.07	
Indirect	Insurance	Yes	5440		General Liability Property Insurance	680	40	0.1%	\$0.01	
Indirect	Insurance	Yes	5443		Accident Insurance	85	5	0.0%	\$0.00	
Direct	Space Costs	Yes	5450		Utilities	0	0	0.0%	\$0.00	
Direct	Space Costs	Yes	5451		Telephone & Network	850	50	0.1%	\$0.01	
Direct	Space Costs	Yes	5452		Janitorial Services	0	0	0.0%	\$0.00	
Direct	Banking	No	5453		Bank Charges	0	0	0.0%	\$0.00	
Direct	License & Subscriptions	No	5454		License Fees & Related	0	0	0.0%	\$0.00	
Direct	Space Costs	Yes	5460		Rent	0	0	0.0%	\$0.00	
Direct	Space Costs	Yes	5462		Equipment Rental	0	0	0.0%	\$0.00	
Direct	Space Costs	Yes	5463		Maintenance/Repair	0	0	0.0%	\$0.00	
			MISC		TBD place holder	0	0	0.0%	\$0.00	
Services and Other Operating Expense Total						19,511	1,148	1.7%	\$0.17	
Equipment & Replacement										
Direct	s & Major Equipment for	Yes	5348	Series 6000	Furnishings & Major Equipment for Location	0	0	0.0%	\$0.00	
Direct	IT Equipment	Yes	5349		laptops, Staff Laptop, VOIP Phones, CL Mobile	5,600	329	0.5%	\$1.47	
Indirect			TBD		TBD place holder	0	0	0.0%	\$0.00	
Equipment and Replacement Total						5,600	329	0.5%	\$0.05	
Indirect Overhead										
Indirect	Admin	No	5418	Series 7000	Indirect Costs - Administrative costs	131,264	7,721	11.5%	\$1.11	
Indirect			TBD		TBD place holder	0	0	0.0%	\$0.00	
Indirect Total						131,264	7,721	11.5%	\$1.11	
Total Expenses						1,140,984	67,117	100.0%	\$9.69	

Indirect	\$17,173.88
Direct	\$112,549.05
TOTAL	\$129,722.92
Indirect %	13.24%

SUMMER KINDER PROGRAM
July 5th - July 28th
6 Sites, 18 Days, Does Not Include Food

Catalyst Family Inc.				Exp/Loc	% Total Cost	Cost Per Child Per Day				
Oxnard School District ELOP Budget/Proposal										
Type	Output	Dist	GL	Series	Budget Line Items	Total Budget				
TBD	Classified	TBD	TBD	Series 1000	Not applicable	0				
Certificated Personnel Salaries Total						0		0.0%	\$ -	
Classified Personnel Wages & Salaries										
Direct	Oversight	Yes	6114	Series 2000	1 Oversight Director (partial time allocation)	1,674	279	1.3%	\$0.78	
Indirect	Clerical	Yes	5123		1 ELO Hiring Coordinator (partial time allocation)	1,080	180	0.8%	\$0.50	
Indirect	Clerical	Yes	5123		1 Customer Service Specialist (partial time allocation)	900	150	0.7%	\$0.42	
Direct	CM	Yes	6113		1 Center Manager Extended Learning	5,616	936	4.3%	\$2.60	
Direct	Teacher	No	5111		6 Instructors (Program Leads)	22,464	3,744	17.3%	\$10.40	
Direct	Teacher	No	5111		12 Instructors (Teachers)	39,744	6,624	30.6%	\$18.40	
Direct	Training	No	5111		Potential Training Hours/Wages	0	0	0.0%	\$0.00	
Classified Personnel Salaries Total						71,478	11,913	55.1%	\$33.09	
Payroll Taxes and Benefits										
Direct	PR Taxes	No	5233	Series 3000	FICA NoPARS	4,759	793	3.7%	\$2.20	
Direct	Benefits	No	5234		Health & Welfare Benefits NoPARS	6,532	1,089	5.0%	\$9.07	
Direct	PR Taxes	No	5235		SUI NoPARS	1,244	207	1.0%	\$1.73	
Direct	PR Taxes	No	5236		WCI NoPARS	1,244	207	1.0%	\$1.73	
Direct	Benefits	No	5240		Other Benefits (PTO accrual) NoPARS	933	156	0.7%	\$1.30	
Direct	PR Taxes	No	6233		FICA PARS	709	118	0.5%	\$0.98	
Direct	Benefits	Yes	6234		Health & Welfare Benefits PARS	973	162	0.8%	\$1.35	
Direct	PR Taxes	Yes	6235		SUI PARS	185	31	0.1%	\$0.26	
Direct	PR Taxes	Yes	6236		WCI PARS	185	31	0.1%	\$0.26	
Direct	Benefits	Yes	6240		Other Benefits (PTO accrual) PARS	139	23	0.1%	\$0.19	
Direct		Yes	TBD		TBD place holder	0	0	0.0%	\$0.00	
Employee Benefits Total						16,905	2,817	13.0%	\$7.83	
Books, Supplies, and Equipment										
Direct	Office, Cleaning, Gener.	No	5312	Series 4000	Office Supplies	0	0	0.0%	\$0.00	
Direct	Office, Cleaning, Gener.	No	5313		Cleaning, Incidental, Misc Supplies	600	100	0.5%	\$0.83	
Direct	Office, Cleaning, Gener.	No	5314		Marketing (T-Shirts, Banners, Lanyards, Magnets)	5,775	963	4.5%	\$8.02	
Direct	Staff Training	No	5342		Staff Training Materials	0	0	0.0%	\$0.00	
Direct	Curriculum	No	5343		Program Supplies	19,200	3,200	14.8%	\$26.67	
Direct	Food	No	5351		Food	0	0	0.0%	\$0.00	
Direct	Food	No	5352		Food Related (plates, napkins, etc.)	108	18	0.1%	\$0.15	
Direct					TBD place holder	0	0	0.0%	\$0.00	
Direct				TBD place holder	0	0	0.0%	\$0.00		
Books and Supplies total						25,683	4,281	19.8%	\$11.89	
Services and Other Operating Expenses										
Direct	Staff Onboard & Develc	No	5410	Series 5000	Hiring Costs (Background, livescan)	0	0	0.0%	\$0.00	
Direct	Contract Services	Yes	5417		Professional Services (SaaS)	0	0	0.0%	\$0.00	
Direct	Logistics	No	5422		Mileage	164	27	0.1%	\$0.08	
Direct	Staff Onboard & Develc	No	5427		Professional Development	0	0	0.0%	\$0.00	
Direct	Staff Onboard & Develc	No	5433		Recruiting Costs (Indeed Ads etc.)	0	0	0.0%	\$0.00	
Indirect	Insurance	Yes	5440		General Liability Property Insurance	240	40	0.2%	\$0.11	
Indirect	Insurance	Yes	5443		Accident Insurance	30	5	0.0%	\$0.01	
Direct	Space Costs	Yes	5450		Utilities	0	0	0.0%	\$0.00	
Direct	Space Costs	Yes	5451		Telephone & Network	300	50	0.2%	\$0.14	
Direct	Space Costs	Yes	5452		Janitorial Services	0	0	0.0%	\$0.00	
Direct	Banking	No	5453		Bank Charges	0	0	0.0%	\$0.00	
Direct	License & Subscriptions	No	5454		License Fees & Related	0	0	0.0%	\$0.00	
Direct	Space Costs	Yes	5460		Rent	0	0	0.0%	\$0.00	
Direct	Space Costs	Yes	5462		Equipment Rental	0	0	0.0%	\$0.00	
Direct	Space Costs	Yes	5463		Maintenance/Repair	0	0	0.0%	\$0.00	
			MISC		TBD place holder	0	0	0.0%	\$0.00	
Services and Other Operating Expense Total						734	122	0.6%	\$0.34	
Equipment & Replacement										
Direct	is & Major Equipment fc	Yes	5348	Series 6000	Furnishings & Major Equipment for Location	0	0	0.0%	\$0.00	
Direct	IT Equipment	Yes	5349		lpads, Staff Laptop, VOIP Phones, CL Mobile	0	0	0.0%	\$0.00	
Indirect			TBD		TBD place holder	0	0	0.0%	\$0.00	
Equipment and Replacement Total						0	0	0.0%	\$0.00	
Indirect Overhead										
Indirect	Admin	No	5418	Series 7000	Indirect Costs - Administrative costs	14,924	2,487	11.5%	\$6.91	
Indirect			TBD		TBD place holder	0	0	0.0%	\$0.00	
Indirect Total						14,924	2,487	11.5%	\$6.91	
Total Expenses						129,723	21,620	100.0%	\$60.06	

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 17, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-10 – PowerSchool Group, LLC (Mitchell)

PowerSchool Group, LLC (formerly DecisionInsite, LLC) will provide professional services in community demographic analysis and enrollment projections for use in budget planning, facilities planning, program planning, staff planning, strategic planning, and school configuration planning. The district has contracted with PowerSchool Group, LLC since 2006 to provide these services.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

\$23,841.23 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #23-10 with PowerSchool Group, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-10, PowerSchool Group, LLC \(2 Pages\)](#)



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: cs@powerschool.com
 Quote Date: 24-APR-2023
 Quote #: Q-747622-3

Prepared By: Syed Raza
 Customer Name: Oxnard School District, CA
 Contract Term: 12 Months
 Start Date: 1-JUL-2023
 End Date: 30-JUN-2024
 Billing Frequency: Annually

Customer Contact: Valerie Mitchell
 Title: Assistant Superintendent of Business and Fiscal Services
 Address: 1051 S. A St
 City: Oxnard
 State/Province: California
 Zip Code: 93030
 Phone #: 805-385-1501

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-JUL-2023 - 30-JUN-2024				
License and Subscription Fees				
Unified Insights Location Analytics Hosted Subscription	1.00	Students		USD 1,881.58
Unified Insights Enrollment Analytics Hosted Subscription	1.00	Students		USD 20,190.14
Unified Insights Enrollment Analytics Hosted Subscription	1.00	Students		USD 1,769.51

License and Subscription Totals: **USD 23,841.23**

Quote Total

Initial Term	1-JUL-2023 - 30-JUN-2024
Amount To Be Invoiced	USD 23,841.23

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Oxnard School District, CA

Signature:

Signature:



Printed Name: Eric Shander

Printed Name: **Lisa A. Franz**

Title: Chief Financial Officer

Title: **Director, Purchasing**

Date: 25-JAN-2023

Date:

PO Number: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 17, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Field Contract #FC-P23-04974 – Allen Electric & Lighting, Inc. (Mitchell/Miller)

Allen Electric & Lighting, Inc. will replace a Lighting Control Panel at Soria School that is no longer functioning properly and affecting the operation of the lights in the MPR.

It is requested that the Board of Trustees approve Field Contract #FC-P23-04974 with Allen Electric & Lighting, Inc., in the amount of \$10,854.12.

FISCAL IMPACT:

\$10,854.12 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Field Contract #FC-P23-04974 with Allen Electric & Lighting, Inc., in the amount of \$10,854.12.

ADDITIONAL MATERIALS:

Attached: [Field Contract #FC-P23-04974 - Allen Electric & Lighting, Inc. \(3 Pages\)](#)

MUST BE TYPEWRITTEN
 OXNARD SCHOOL DISTRICT
 1051 South A Street • Oxnard, CA 93030
 Phone: (805) 385-1501 • Fax: (805) 240-7582

Project No.: FC-P23-04974
--

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$60,000.00

THIS CONTRACT is made as of 5/17/2023, between **Allen Electric & Lighting, Inc.** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Ten Thousand Eight Hundred Fifty-Four Dollars and Twelve Cents (\$10,854.12), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: ***SEE ATTACHED PROPOSAL DATED 5/3/2023.**

C. Contractor agrees to commence the work within ****** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ****** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to start May 19, 2023 and end May 29, 2023****

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF,** the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<input checked="" type="checkbox"/> Scope of Work	<input checked="" type="checkbox"/> Subcontractor List	<input type="checkbox"/> Performance/Payment Bonds
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Certificates/Liability Insurance	<input checked="" type="checkbox"/> Purchase Order No. <u>P23-04974</u>
<input type="checkbox"/> Drawings	<input checked="" type="checkbox"/> Certificates/Workers Compensation Insurance	<input checked="" type="checkbox"/> Proposal dated <u>5/3/2023</u>
<input type="checkbox"/> Supplemental Conditions		<input checked="" type="checkbox"/> Other <u>PWC-100 DIR Registration</u>

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
Firm Address _____	Contractor’s License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>Dana Miller, Director of Facilities</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance Funds</u>

GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
 - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
 - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
 - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
 - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
 - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
 - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings, and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
 - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
 - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
 - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
 - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
 - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



Allen Electric & Lighting, Inc.

PO BOX 4129
Ventura, CA 93007

LIGHTING & ELECTRIC

CA State Lic. # 634237

Proposal

Date	Proposal #
5/3/2023	3928

Name / Address
Oxnard School District 1051 S A St Oxnard, CA 93030

Project Address
Juan Soria Elementary School 3101 Dunkirk Drive Oxnard, CA 93035

OFFICE: (805) 477-9747
E-MAIL: Dave@allenelectric.com

P.O. No.	Estimate Expiration	Payment Terms
	6/3/23	Net 30

Description	Qty	Rate	Total
Per job walk with Marc Gutierrez and Paul Godeck, replace the existing Lighting Control Panel and replace with new components as follows: Remove all the existing components of the existing lighting control panel. The existing lighting circuits will remain. Install new lighting contactors in both the EM panel and the main panel. Install latching relays to provide for contactor control from the existing momentary contact switch locations (see exclusion below). Install a 2-program, 2-pole Astronomical time clock for control of outdoor lighting and override for indoor lights. Program for lighting timer to be determined by District staff. Time clock to be Intermatic ET8215 7-Day Electronic Astronomic Time Switch, 120-277V, Up to 28 ON/28 OFF (56 events), Nema 1 Enclosure (See attached cut sheet).			
NOT INCLUDED: PLANS, PERMITS, TITLE 24 COMPLIANCE, TRACING OUT CAT6 CALBE IF NOT HOME RUNS FROM SWITCH LOCATIONS. PULLING NEW WIRE IF NEEDED TO REPLACE CAT6 CABLE.			
Contract-Labor	1	4,618.20	4,618.20
Contract-Material	1	5,707.94	5,707.94

NOTE: Due to the volatility of the commodity markets, wire prices are fluctuating daily and cannot be guaranteed. The Total Contract price below will be determined by wire cost at the time the wire is cut for the job and may be adjusted accordingly.

Plans and Permit are NOT INCLUDED, unless noted above.
All work to be done during normal business hours, 7:00AM to 5:00PM, Monday - Friday, unless noted above.
All of the above work is to be completed in a substantial and workmanlike manner according to standard practices.
Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

Subtotal	\$10,326.14
Sales Tax (9.25%)	\$527.98
Total	\$10,854.12

Accepted _____
(Signature)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 17, 2023

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement #22-236 – Elemental Hardware, Inc. (DeGenna/Shea)

Elemental Hardware, Inc. will provide instruction and coaching for Summer Program staff with implementation of the Elemental Hardware Enrichment DIY hands-on projects to Oxnard School District students including delivery of all project sets/materials. Students will learn basic carpentry skills and construct items such as a Step Stool, Fairy Light Bottle and more.

Term of Agreement: May 15, 2023 through June 15, 2023

FISCAL IMPACT:

\$15,200.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-236 with Elemental Hardware, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-236, Elemental Hardware Inc. \(13 Pages\)](#)
[Proposal \(3 Pages\)](#)

OXNARD SCHOOL DISTRICT

AGREEMENT #22-236

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 17th day of May 2023 by and between the Oxnard School District (“District”) and Elemental Hardware, Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **May 15, 2023 through June 15, 2023** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, shall not exceed Fifteen Thousand Two Hundred Dollars (\$15,200.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Ginger Shea
Phone: (805) 385.1501
Fax: (805) 385.1508

To Consultant: Elemental Hardware, Inc.
9452 Telephone Road, #446
Ventura, CA 93004
Attention: Sebastiano Rizzi
Phone/Fax: (929) 257-4940

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

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

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

26. **Administration.** DR. GINGER SHEA shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

ELEMENTAL HARDWARE, INC.:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-236

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-236

SERVICES

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

PER ATTACHED PROPOSAL

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

PER ATTACHED PROPOSAL

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #22-236

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-236

COMPENSATION

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

Total Compensation Not to Exceed \$15,200.00

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

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

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

IV. The total compensation for the Services shall not exceed \$15,200.00 as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-236

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #22-236

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #22-236

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-236

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

Oxnard School District DIY Enrichment Services Proposal

Summer Program 2023

Overview:

For Oxnard School District’s Summer 2023 program, Elemental Hardware Enrichment will provide 2 DIY Trainers to deliver professional development training to Oxnard Elementary’s 10 DIY Instructors and deliver DIY projects on agreed upon dates.

Goal:

Provide professional development training and deliver projects for student instruction.

Total DIY Project Professional Development and Delivery Costs:
\$11,000

DIY Professional Development Costs: \$10,000

Month of Training	# of DIY Trainers	Training type	Lessons taught	Total Cost
Late May	2	Full Day (9am - 3:30pm)	Safety & Tools Color Wheel Balance Board Step Stool Reading Clubhouse Fairy Light Bottle	\$5,000
Early June	2	Full Day (9am - 3:30pm)	Bookshelf Planter Box Cajon (Large)	\$5,000

DIY Project Delivery Costs: \$1,000

Month	Projects	Class Set Qty	# of Kits	Delivery Cost
Late May	Safety & Tools	10	250	\$500
	Balance Board	10	250	
	Step Stool	10	250	
	Reading Clubhouse	10	250	
	Fairy Light Bottle	10	250	
Early June	Bookshelf	10	250	\$500
	Planter Box	10	250	
	Cajon (Large)	10	250	

What's included in the professional development and delivery fees:

Professional development trainings

- We provide:
 - 2-3 DIY Trainers
 - Attendees with project supply boxes, including the same supplies that students will need to assemble projects, such as:
 - Wood glue, safety glasses, sandpaper, washable rags, hardware trays, composition notebooks, pencils, and pens
- You provide:
 - A venue to host trainings equipped with the following:
 - Smart TV to cast or connect laptop or iPad for instructional video **(required)**
 - Adequate space for attendees to set projects aside as we build, since multiple projects are being built in a single training day **(required)**
 - Room with a whiteboard, erasers, and various colored whiteboard markers **(highly preferred, but not required)**
 - Please let us know in advance if this item cannot be provided, so we can make the necessary accommodations

Deliveries

- We provide:

- 1-2 people to deliver projects to each relevant site within a district Monday - Saturday between the hours of 9am - 6pm.
- You provide:
 - A primary point of contact at each delivery site to receive and sign for deliveries
 - A cleared room or area at each delivery site ready to receive kits

What's NOT included in the professional development and delivery fees:

- If you require us to store class sets of projects at our facilities until the time of student instruction, we can discuss the volume and length of that storage and assess an appropriate fee.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: May 17, 2023

Agenda Section: Section D: Action Items

Approval of Revisions to the Oxnard School District ("District") and Oxnard Supportive Services Association ("OSSA") 2022-23 Collective Bargaining Agreement, including Updated Compensation for the 2022-23 and 2023-24 School Years (Torres/Carroll)

In order to increase the District's goal to attract and retain highly qualified certificated staff, the following compensation package for the Oxnard Supportive Services Association (OSSA) employee group and the updates to contract language that reflect negotiated changes, are presented for the Board's consideration. The negotiating teams met from September 2022 through April 2023.

The following Articles were revised:

Article 6: DUTY HOURS

Article 7: ASSIGNMENT OF UNIT MEMBERS

Article 11: LEAVE PROVISIONS

Article 16: SALARIES

- In 2022-23 an 8.0% on-schedule salary increase, retroactive to 2022-23 fiscal year - Total Cost with fringe benefits \$1,431,171
- In 2022-23 a One-Time 3% Salary Bonus for Medical Insurance Benefits Opt-Out members – Total Cost with fringe benefits \$150,463
- In 2023-24 a Stipend of \$1,500 for Mentors – Total Coast with fringe benefits \$32,913
- In 2023-24 a \$12 increase daily rate on Step 5 for Speech Therapists and Master Nurses Salaries –Total Cost with fringe benefits \$41,063

Article 18: FRINGE BENEFITS

- In 2023-24 Employee Benefits increase Cap by 3% for a total of \$415,801
- Off schedule payment for unit members who opted out of insurance effective July 1, 2023

Article 23: TERM

New contract language is in red, while deleted language has been striked through on the OSSA 2022-23 Contract Language Changes attachment.

The following Memorandums of Understanding were agreed upon by the parties:

- MOU re: Continuance and extension of provisions of the Settlement Agreement and General

Release between the District and OSSA (board approved 12.15.2021 in closed session) until the conclusion of 2023-24 negotiations

- MOU re: Health and Welfare Benefits for members beginning with the 2023-24 fiscal year
 - **Article 18 – Fringe Benefits:** 3% toward benefits beginning the 2023-2024 school year, off -schedule payment for unit members who opted out of insurance, effective July 1, 2023
- MOU re: Absence Beyond Accumulated Sick Leave for unit members

FISCAL IMPACT:

In 2022-23 Total fiscal impact is \$1,581,634 and will be paid from a combination of General Fund unrestricted and restricted resources as applicable for the various Oxnard Supportive Services Association positions.

In 2023-24 Total fiscal impact is \$489,777 and will be paid from a combination of General Fund unrestricted and restricted resources as applicable for the various Oxnard Supportive Services Association positions.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees adopt the revisions to the District's and OSSA's 2022-23 Collective Bargaining Agreement, including updated compensation for the 2022-23 and 2023-24 school years, as presented.

ADDITIONAL MATERIALS:

- Attached:** [AB 1200 Disclosure OSSA \(five pages\)](#)
- [Letter from VCOE re AB 1200 Disclosure OSSA May 17 2023 \(1 page\)](#)
- [OSSA 2022-23 Contract Language Changes \(three pages\)](#)
- [MOUs w.OSSA CBA 2022-2023 \(three pages\)](#)
- [2022-2023 Salary Schedule retro to 07.01.2022 \(one page\)](#)

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: Oxnard Supportive Services Association

The proposed agreement covers the period:
 Beginning: July 1, 2022
 Ending: June 30, 2023

Employee Type:
 Certificated: X
 Classified: _____

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: May 17, 2023

A. Proposed Change in Compensation:

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2022-23	For Multi-year Agreements	
			Year 2 2023-24	Year 3 2024-25	
1.	Salary Schedule - Increase/(Decrease)	\$ 13,860,026.00	\$ 1,108,802 8.00%	\$	\$
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3.	Other Compensation - Longevity (Stipends, Bonuses, Etc)		\$ 116,606 10.52%	\$ 57,315 5.17%	\$ %
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,164,244	\$ 356,226 11.26%	\$ 16,661 4.68%	\$ %
5.	Health/Welfare Benefits - Increase/(Decrease)	\$ 195,307	\$ %	\$ 415,801 212.90%	\$ %
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 17,219,577	\$ 1,581,634 9.19%	\$ 489,777 2.84%	\$ %
7.	Total Number (FTE) of Represented Employees	# 132.99	# 132.99	# 132.99	#
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 129,480	\$ 11,893 9.19%	\$ 3,683 2.84%	\$ %
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$	\$	\$	\$
	-Maximum Daily Rate	\$	\$	\$	\$
	-Substitute Daily Rate	\$	\$	\$	\$
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
	- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
	- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary:

In 2022-23 the Oxnard Support Services Association employees Salary Schedule shall be increased by 8.0% on-schedule, retroactive to July 1, 2022.

In 2022-23 a One-Time 3% Salary Bonus for Medical Insurance Benefits Opt-Out members.

In 2023-24 Stipend of \$1,500 for Mentors for a total of \$25,500.

In 2023-24 An increase daily rate on Step 5 of \$12 for Speech Therapists and Master Nurses Salaries for a total of \$31,815.

In 2023-24 Employee Benefits increase Cap by 3% for a total of \$415,801.

Disclosure of Collective Bargaining Agreement
School District: Oxnard School District

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):

N/A

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

N/A

D. What contingency language is included in the proposed agreement? (reopeners, etc.):

N/A

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?

NO

F. Source of Funding for the Proposed Agreement:

1. Current Year:

Current year cost of the 8% on-schedule and one time 3% Salary Bonus for Medical Insurance Opt-Out members to be paid for from General Fund unrestricted and various resources.

2. How will the ongoing cost of the proposed agreement be funded in future years?

The ongoing cost of the salary agreement will be funded from General Fund unrestricted and various resources as applicable for the Oxnard Support Services Association positions.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

In future years the cost of Stipend for Mentors, daily rate increase of Step 5 for Speech Therpaists and Master Nurses, and Employee Benefits increase Cap of 3% will be paid from General Fund unrestricted and various resources as applicable to the Oxnard Support Serviccass Association positions.

Disclosure of Collective Bargaining Agreement
 School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 2022-23 2nd Interim	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES		PAGE 1		
LCFF Revenues (8010-8099)	197,934,106	0	0	197,934,106
Remaining Revenues (8100-8799)	130,213,650	0	0	130,213,650
TOTAL REVENUES	328,147,756	0	0	328,147,756
EXPENDITURES				
1000 Certificated Salaries	103,432,590	1,225,408	7,352,737	112,010,735
2000 Classified Salaries	38,056,844	0	0	38,056,844
3000 Employees' Benefits	55,076,621	356,226	1,678,630	57,111,477
4000 Books and Supplies	18,713,202	0	0	18,713,202
5000 Services and Operating Expenses	52,697,709	0	0	52,697,709
6000 Capital Outlay	4,335,478	0	0	4,335,478
7100-7499 Other	1,983,315	0	0	1,983,315
TOTAL EXPENDITURES	274,295,759	1,581,634	9,031,367	284,908,760
OPERATING SURPLUS (DEFICIT)	53,851,997	(1,581,634)	(9,031,367)	43,238,996
OTHER SOURCES AND TRANSFERS IN	0	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	53,851,997	(1,581,634)	(9,031,367)	43,238,996
BEGINNING BALANCE	83,396,683	0	0	83,396,683
CURRENT YEAR ENDING BALANCE	137,248,680	(1,581,634)	(9,031,367)	126,635,679
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	120,000	0	0	120,000
Restricted (9740)	77,000,215	0	0	77,000,215
Committed (9750 / 9760)	32,698,889	0	0	21,024,588
Assigned (9780)	0	0	0	0
Reserve for Economic Uncertainties (9789)	27,429,576	158,163	903,137	28,490,876
Unappropriated Amounts (9790)	0	0	0	(0)

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase on Page 1, Section A, Line 6, please explain the variance below.

Please include comments and explanations as necessary: _____

Disclosure of Collective Bargaining Agreement
 School District: Oxnard School District

	Multi-Year Projections		
	(Col. 1) 2022-23 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2023-24	(Col. 3) Budget Year 2 2024-25
REVENUES			
LCFF Revenues (8010-8099)	197,934,106	207,378,526	201,634,741
Remaining Revenues (8100-8799)	130,213,650	72,178,085	72,869,422
TOTAL REVENUES	328,147,756	279,556,611	274,504,163
EXPENDITURES			
1000 Certificated Salaries	112,010,735	112,382,878	112,759,860
2000 Classified Salaries	38,056,844	38,551,583	39,052,753
3000 Employees' Benefits	57,111,477	58,647,974	58,851,548
4000 Books and Supplies	18,713,202	19,356,936	19,893,123
5000 Services and Operating Expenses	52,697,709	54,510,511	56,020,452
6000 Capital Outlay	4,335,478	3,040,000	2,040,000
7100-7499 Other	1,983,315	1,771,519	1,665,148
TOTAL EXPENDITURES	284,908,760	288,261,401	290,282,884
OPERATING SURPLUS (DEFICIT)	43,238,996	(8,704,790)	(15,778,721)
OTHER SOURCES AND TRANSFERS IN	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	43,238,996	(8,704,790)	(15,778,721)
BEGINNING BALANCE	83,396,683	137,248,680	128,543,890
CURRENT YEAR ENDING BALANCE	126,635,679	128,543,890	112,765,169
COMPONENTS OF ENDING BALANCE			
Non-spendable (9711-9719)	120,000	120,000	120,000
Restricted (9740)	77,000,215	66,237,846	54,930,578
Committed (9750 / 9760)	21,024,588	34,421,204	29,747,603
Assigned (9780)			
Reserve for Economic Uncertainties (9789)	28,490,876	27,764,840	27,966,988
Unappropriated Amounts (9790)	0	0	0

Multi-Year Projections Assumptions:

Assumptions are those used for the 2022-23 Second Interim Budget, including the SSC Dartboard and Governor's Budget Proposal.

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2022-23	2023-24	2024-25
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 284,908,760	\$ 288,261,401	\$ 290,282,884
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 8,547,263	\$ 8,647,842	\$ 8,708,487

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2022-23	2023-24	2024-25
a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 28,490,876	\$ 27,764,840	\$ 27,966,988
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$ 0	\$ 0	\$ 0
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted Unrestricted Reserves	\$ 28,490,876	\$ 27,764,840	\$ 27,966,988

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

Yes

No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.


 District Superintendent
 (Signature)

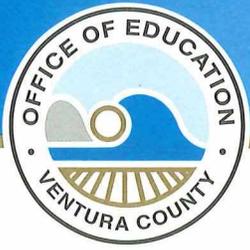
KARLING AGUILERA FORT, Ed.D.
 Printed Name

05-12-23
 Date


 District Chief Business Official
 (Signature)

Valerie Mitchell
 Printed Name

05-12-23
 Date



VENTURA COUNTY OFFICE OF EDUCATION

Dr. César Morales, County Superintendent of Schools

May 15, 2023

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

Dear Dr. Aguilera-Fort:

Ventura County Office of Education (VCOE) has reviewed the Disclosure of Collective Bargaining Agreement for the Oxnard Supportive Services Association (OSSA) bargaining unit dated May 12, 2023. The County Office assesses and comments on the financial impact of the proposed agreement and whether it will allow the district to meet its financial obligations in the current and subsequent fiscal years (Government Code Section 3547.5).

Based upon the data presented, it appears that the terms of the tentative agreement would allow the district to meet its financial obligations. It is important to remember that budget assumptions will change over time, and those changes could impact the agreement's effect on the financial condition of the district.

Sincerely,

Dr. César Morales
Ventura County Superintendent of Schools

cc: Valerie Minot-Mitchell, Oxnard School District
Misty Key, Ventura County Office of Education
Danni Brook, Ventura County Office of Education

Article 6: DUTY HOURS

The District and the Association recognize the importance of professionalism, collaboration, and communication regarding duty hours.

6.9 Vacancies: ~~Current part time employees will be considered for vacant positions in the unit prior to advertised outside the District.~~ Current unit members will be notified of vacancies via District email no later than when the position is advertised outside of the District regardless of when the vacancy occurs. *All vacancies will be open to applicants for a minimum of 5 days.*

6.9.2 When more than one ~~part time employee~~ unit member has applied for a vacancy,

Article 7: ASSIGNMENT OF UNIT MEMBERS

7.1.6 Vacancy: A vacancy is an unstaffed assignment.

7.2 Notifications of Vacancies and New Assignments to District Staff

Current unit members will be notified of new assignments via District email. Unit members will have 5 days to express interest in a new assignment to their Administrator or Designee.

~~7.2~~ 7.3 Assignment Criteria

7.3.1 Administrator or Designee will discuss

7.4 Reassignment Before the Start of the Unit Member's Work Year

District will provide a list of all assignments when distributing the assignment interest form no later than May 1st of that school year.

7.5.1 Unit members shall have the right to request a change of assignment by notifying their ~~immediate supervisor~~ Administrator or Designee in writing.

~~7.5.3~~ 7.6 Change of Position

7.6.1 Unit members who transfer from one five-step position to another five-step position within the unit shall be placed on the lowest step on the salary schedule at which the unit member will realize an increase in the per diem rate.

~~7.6~~ 7.7 Reduction

Article 11: LEAVE PROVISIONS

11.14 Paid Association Leave

11.14.1 The Association President shall be given an assignment in

the District that reflects a reduced workload of 35 days. The Association President will be paid a 100% assignment, but will be allowed 35 days per year to perform Association business. The ~~Director of Pupil Services~~ **District Administrator or Designee** will assign the President to an assignment based on the reduced work days. This article is intended to insure that the employee who is serving as President has an assignment that allows for the effective execution of the duties assigned as well as the President position.

11.14.2 Up to 6 days per year are available for a ~~designee~~ of the Association President **and/or designee**

Article 16: SALARIES

16.1 ~~OSSA and OSD agree to 3.5% on salary schedule (ongoing), retroactive to July 1, 2021 and 3% off schedule (one-time payment).~~ **OSSA and OSD agree to 8% on salary schedule (ongoing), retroactive to July 1, 2022 and 1% towards salary schedule adjustment for Step 5 for Speech Language Pathologist position and Nurse w/Masters position and mentorship stipend.**

16.9.1 Unit members possessing the qualifications for and serving in the position of the Senior Speech/Language Specialist or the Senior Psychologist positions are granted \$1,000 stipend per annum. A two-tier work year schedule for psychologists and speech and language specialists shall be established.

16.9.2 Upon actual received of a bilingual/bicultural credential or certificate of competence in Spanish from an accredited university and/or State Department of Education, the District will pay an ~~one-time~~ **annual** stipend in the amount of \$1,000.

16.9.3 Unit members who are assigned by management to mentor those designated as mentees will receive a stipend of \$750 per semester per mentee (stipend will be prorated in the event of partial completion).

16.9.4 Any unit member who uses his/her personal vehicle in the performance of work for the school District shall receive a mileage stipend based on the following:

A. Unit Members (~~except as described in C below~~) assigned to one location **by the district** shall receive 60 miles per month at the IRS approved ~~per diem~~ rate.

B. Unit Members (~~except as described in C below~~) assigned to ~~more than one~~ **2-3 locations by the district** shall receive 125 miles per month at the IRS approved ~~per diem~~ rate.

C. ~~Nurse Coordinator, Program Specialist Coordinator, Behavioral Specialist Coordinator, unit members assigned to Augmentative Alternative Communication assignments, private school assignments, the BEST program, and Nurses~~ **Unit members assigned to 4 or more locations by the district** shall receive 250 miles per month at the IRS approved ~~per diem~~ rate.

Article 18: FRINGE BENEFITS

18.1 The Association agrees to be bound by the terms and conditions of the ~~Gold Coast Joint Benefits Trust~~ **District's current health and welfare benefits provider** Participation Agreement. Such Participation Agreement shall be attached hereto as Appendix ~~B~~ **Participation Agreement**

Article 23. TERM

This Agreement shall become effective ~~July 1, 2019~~ **July 1, 2022** and shall remain in full force and effect up to an including ~~June 30, 2022~~ **June 30, 2025** and shall continue in effect year-by-year, unless one of the parties notifies the other in writing no later than April 1 of each year of its request to modify, amend, or terminate the agreement. No sooner than ~~January 1, 2020~~ **January 1, 2023** or January 1 of any successive year, and no later than ~~March 1, 2020~~ **March 1, 2023** or March 1 of any successive year, the party

Memorandum of Understanding

**Between the Oxnard School District and the Oxnard Support Services
Association regarding Health and Welfare Benefits**

April 21, 2023

The District and OSSA have agreed it is in the best interest of both parties to continue a District contribution toward the cost of health and welfare benefits for OSSA members.

To that end, the parties agree to contribute the following amounts to a health and welfare benefits fund, which will be allocated for all OSSA members who opt-in to health and welfare benefits coverage, beginning with the 2023-24 fiscal year:

- Ongoing total contribution to health benefits of 4%
- Ongoing contribution of \$1,000 per FTE

The total beginning health and welfare benefits funds shall be divided by the anticipated enrollment in health benefits of 65 OSSA unit members, for an annual contribution for the 2023-24 Health Benefits Year of \$12,689 (which shall equal an 11-month contribution amount of \$1153.50).

For those unit members who opted out of healthcare benefits for the 2022-2023 school year, shall receive a 3% off schedule payment.

The actual number of OSSA participants enrolled in health and welfare benefits for 2023-24, and an accounting of the total annual contributions in relation to the initial 2022-2023 fund amount, shall be reviewed by both parties during the 2023-24 negotiations, with the goal of establishing the annual contribution for the 2024-25 Health Benefits Year.

At minimum, the annual District contribution toward health and welfare benefits (benefit cap) beginning in the 2024-2025 health benefit year shall remain no less than \$6,064 per OSSA unit member.



Dr. Natalia Torres, Asst Supt of HR



Shiri Hermesh, President, OSSA

Date

4/28/23

Date

4/28/23

**Memorandum of Understanding
Between the Oxnard School District and the Oxnard Support Services Association
regarding article 11.4 (Leaves)**

The District and OSSA have tentatively agreed to the following items in regards to Article 11.4 (Leaves). This MOU is effective from July 1, 2022 through June 30, 2024.

For the term of this Memorandum of Understanding, the following language shall be applied in lieu of the current collective bargaining agreement language for article 11.4:

- *11.4 Absence Beyond Accumulated Sick Leave. A unit member absent for illness, injury, disability, or quarantine beyond the number of workdays accumulated for sick leave shall have deducted from his/her salary the amount paid to a substitute, whether a substitute is employed or not, for those days beyond the sick leave allowance for the period of five (5) school months or less, such amount not to exceed 50% of the absent unit member's daily rate of pay. A unit member absent beyond this period shall have deducted from his/her salary his/her full daily rate of pay.*
- Both parties agree to mutually open article 11 (Leaves) for the 2023/2024 bargaining cycle.

This Memorandum of Understanding shall not set precedent, nor constitute past practice, and shall sunset on June 30, 2024.



Oxnard School District
4/28/23
Date



Oxnard Support Services Association
4/28/23
Date

PROPOSED MEMORANDUM OF UNDERSTANDING
BETWEEN THE OXNARD SCHOOL DISTRICT AND THE OXNARD SUPPORTIVE SERVICES
ASSOCIATION

This Memorandum of Understanding is entered into by and between the Oxnard School District (District) and the Oxnard Supportive Services Association (OSSA). The District and OSSA and here after referred to as the "The Parties." The Parties have entered into this MOU to continue with the current provisions of the *Settlement Agreement and General Release between OSD and OSSA*, (Board Approved on December 15, 2021) extending until the conclusion of the 2023-2024 negotiations.

The parties mutually agree to continue all parts of the Settlement Agreement and General Release Between OSD and OSSA until the conclusion of the 2023-2024 negotiations.

Notes:

(Paragraph 5) Agree to continuing the ground rules enumerated in Exhibit 1 of the settlement agreement until the end of the school year 2024.

(Paragraph 6) At the conclusion of bargaining during the school year 2024, the parties will negotiate as to the utilization of a third-party facilitator for the subsequent round of bargaining.

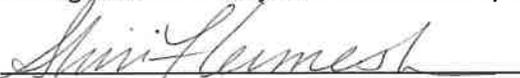
(Paragraph 7) The parties agree to engage in a hybrid method of collective bargaining that incorporates elements of Interest Based Bargaining ("IBB") and elements of traditional "positional bargaining" as described in Exhibit 2.

IT IS THEREFORE NOW, AGREED BY AND BETWEEN THE PARTIES THAT:

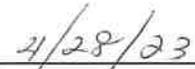
The provisions of this MOU shall not be modified and/or changed unless mutually agreed. This MOU is not a precedent-setting and shall not form any basis for a past practice, unless extended by mutual written agreement of the Parties. Both parties agree to renegotiate the terms of the settlement before the expiration of this MOU. The MOU sunsets on June 30, 2024.

The undersigned affirms that each party representative is authorized to enter this MOU, and is effective upon full execution below.

This agreement is subject to ratification by the OSD Board of Education.



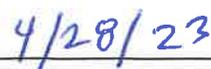
Shiri Hermesh
President, Oxnard Supportive Services Association



Date



Dr. Natalia Torres
Asst. Superintendent of Human Resources



Date

Oxnard Support Services Association (OSSA)
DRAFT 2022-23 Salary Schedule (with 8.0% increase retroactive to 07/01/2022)

Nurse		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 472	\$ 86,385	\$ 2,044
Step 2	\$ 495	\$ 90,622	
Step 3	\$ 520	\$ 95,102	
Step 4	\$ 546	\$ 99,833	
Step 5	\$ 573	\$ 104,834	

Nurse w/Masters*		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 531	\$ 97,252	\$ 2,288
Step 2	\$ 558	\$ 102,108	
Step 3	\$ 586	\$ 107,234	
Step 4	\$ 616	\$ 112,672	
Step 5	\$ 643	\$ 117,744	

School Counselor		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 505	\$ 92,436	\$ 2,180
Step 2	\$ 545	\$ 99,811	
Step 3	\$ 586	\$ 107,186	
Step 4	\$ 626	\$ 114,561	
Step 5	\$ 666	\$ 121,935	

Coordinator (Nurse)		Days 210	
	Daily Rate	Column	Anniversary
Step 1	\$ 568	\$ 119,292	\$ 2,784
Step 2	\$ 593	\$ 124,509	
Step 3	\$ 619	\$ 129,977	
Step 4	\$ 647	\$ 135,941	
Step 5	\$ 677	\$ 142,155	

Speech Therapist		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 531	\$ 97,252	\$ 2,288
Step 2	\$ 558	\$ 102,108	
Step 3	\$ 586	\$ 107,234	
Step 4	\$ 616	\$ 112,672	
Step 5	\$ 643	\$ 117,744	

Psychologist		Days 195	
	Daily Rate	Column	Anniversary
Step 1	\$ 574	\$ 111,983	\$ 2,620
Step 2	\$ 600	\$ 117,023	
Step 3	\$ 627	\$ 122,320	
Step 4	\$ 656	\$ 127,877	
Step 5	\$ 686	\$ 133,714	

Coordinator		Days 180	
	Daily Rate	Column	Anniversary
Step 1	\$ 568	\$ 102,250	\$ 2,401
Step 2	\$ 593	\$ 106,722	
Step 3	\$ 619	\$ 111,409	
Step 4	\$ 647	\$ 116,521	
Step 5	\$ 677	\$ 121,847	

Coordinator		Days 205	
	Daily Rate	Column	Anniversary
Step 1	\$ 568	\$ 116,451	\$ 2,720
Step 2	\$ 593	\$ 121,545	
Step 3	\$ 619	\$ 126,883	
Step 4	\$ 647	\$ 132,704	
Step 5	\$ 677	\$ 138,770	

Coordinator		Days 190	
	Daily Rate	Column	Anniversary
Step 1	\$ 568	\$ 107,930	\$ 2,528
Step 2	\$ 593	\$ 112,651	
Step 3	\$ 619	\$ 117,599	
Step 4	\$ 647	\$ 122,994	
Step 5	\$ 677	\$ 128,616	

Behavior Specialist and Program Specialist are on Coordinator 190 day schedule.

Inactive Classifications:

Coordinator - GATE	180 Days
Coordinator - Reading First	180 Days
Coordinator - Title VII Prof. Develop.	180 Days
Coordinator - Prof. Develop.	225 Days
Coordinator - Educational Media Tech	225 Days
Senior Psychologist	225 Days
Senior Speech Therapist	225 Days

*Masters must be in Nursing, Public Health or Education

Anniversary increments in the amount of \$600 shall be granted at the beginning of the 9th year and 2.25% of Step 1 of the employee's salary, plus \$100 shall be granted at the beginning of the 12th, 15th, 18th, 21st, 24th, 27th, 30th, 33rd, 36th and 39th years of service to the District. An annual doctorate stipend of \$500 will be offered. An annual stipend of \$1,000 will be offered to the Senior Psychologist and the Senior Speech Therapist.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: May 17, 2023

Agenda Section: Section D: Action Items

Declaration of Need for Fully Qualified Educators for the 2023-2024 School Year (Torres/Carroll)

Form CL-500 is issued by the State of California Commission on Teacher Credentialing. This form is a Declaration of Need for Fully Qualified Educators. By submitting this annual declaration, the District is certifying a diligent search to recruit fully prepared teachers for any assignments made, or if a suitable fully prepared teacher is not available, the District will make a reasonable effort to recruit, based on the priority stated on the form submitted. This authorizes the District to hire a teacher under an intern program or a limited assignment permit. The District does not anticipate the need for any non-fully qualified teachers. This application is required by the State of California Commission on Teacher Credentialing and is only for precaution.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the Declaration of Need for Fully Qualified Educators for the 2023-2024 school year and authorize its submission to the State of California Commission on Teacher Credentialing.

ADDITIONAL MATERIALS:

Attached: [CL-500 Declaration of Need for Fully Qualified Educators 2023- 2024 \(four pages\)](#)

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name

Signature

Title

Fax Number

Telephone Number

Date

Mailing Address

E-Mail Address

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit

Estimated Number Needed

CLAD/English Learner Authorization (applicant already holds teaching credential)

Bilingual Authorization (applicant already holds teaching credential)

List target language(s) for bilingual authorization:

Resource Specialist

Teacher Librarian Services

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year’s actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 17, 2023

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (Aguilera-Fort)

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

- May 3, 2023 Regular 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 May 3 2023 Regular Board Meeting \(12 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President

Jarely Lopez, Clerk

Rose Gonzales, Member

MaryAnn Rodriguez, Member

Monica Madrigal Lopez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.

District Superintendent

Dr. Anabolena DeGenna

Associate Superintendent,

Educational Services

Valerie Mitchell, MPPA

Assistant Superintendent, Business

& Fiscal Services

Natalia Torres, Ed.D.

Assistant Superintendent, Human

Resources

MINUTES

REGULAR BOARD MEETING

Wednesday, May 3, 2023

5:00 PM - Study Session

5:30 PM - Closed Session to Follow

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 Human Resources. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: 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

May 3, 2023

Section A: PRELIMINARY

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

Clerk Lopez called the meeting to order at 5:02 p.m.

Present: Trustees MaryAnn Rodriguez, Rose Gonzales, and Jarely Lopez. Trustee Madrigal Lopez arrived during closed session. Also in attendance were Superintendent Karling Aguilera-Fort, Associate Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Marisol Lopez Hernandez, 1st grade student in Francisco Perez's and Margarita Ortiz's classes at Elm School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Adam Reveles, 5th grade student in Patricia Ambriz's class at Elm School, read the district's Mission and Vision in English. Milly Tellez, 5th grade student in Arlene Carrillo's & Ivette Zendejas's classes at Elm School, read the district's Mission and Vision in Spanish.

A.4. Presentation by Elm School

Rosario Almanza, Principal, provided a presentation about Elm School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendments:

- Item C.5 - Approval of Agreement #22-235, SPSG, Inc. (DeGenna/Nocero) needs to be MOVED to Action Item D.8 per the Board's request.
- Item C.6 - Approval of Construction Services Agreement #22-238 with Viola Inc. Constructors to Construct Ten (10) Modular Classrooms for the Driffill Elementary School Improvement Project, New Transitional Kindergarten Facilities (Mitchell/Miller/CFW) needs to be PULLED from the agenda.
- Item D.4 - Approval of Revision of Duties of 19 Classifications and Title Changes of 7 Classifications (Torres/Lin) needs to be PULLED from the agenda.

Motion #22-171 Adoption of Agenda as Amended

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Adopt as Amended

Ayes: 3 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

A.6. Study Session - 2022-23 Superintendent Fellows (Aguilera-Fort/Shea)

The Board of Trustees recognized the Superintendent Fellows for the 2022-23 school year.

- Isabella Martinez - Brekke 5th Grade
- Daisy Casas - Chavez 8th Grade
- Michelle Patton - Curren 8th Grade
- Fernando Arevalo - Driffill 8th Grade
- Adam Reveles - Elm 5th Grade
- Jisselle Hernandez - Frank 8th Grade
- Kailey Wyatt - Fremont 8th Grade
- Julian Adams - Fremont 8th Grade
- Emilio Guillen - Harrington 5th Grade
- Risol Vasquez - Kamala 8th Grade
- Kevin Mendez Avila – Kamala 8th Grade
- Shakira Cruz - Kamala 8th Grade
- Sofia Palencia - Lemonwood - 8th Grade
- Alyssa Patricia Ambriz - Lopez 8th Grade
- Elijah Thompson – Marina West 5th Grade
- Sophie Landberg - Marshall 8th Grade
- Madison Sotelo - McAuliffe 5th Grade
- Maria Solorio – McKinna 5th Grade
- Guadalupe Meza – Ramona 5th Grade
- Andrew Lupian - Ramona 5th Grade
- Alice Lawrence - Ritchen 5th Grade
- Mia Hernandez - Rose Ave 5th Grade
- Brooklyn Moore – Sierra Linda 5th Grade
- Elsie Pelayo – Soria 8th Grade

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 5:50 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

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

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

2. Pursuant to Section 54956.8 of the Government Code:
 Conference with Real Property Negotiators: Property:
 Parcel Number 216-0-236-065
 Agency negotiator: OSD Assistant Superintendent, Business and Fiscal Services
 Negotiating parties: Callens Industrial Investments
 Under negotiation: Price and Terms

3. 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

4. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
 Consider the Request to Expel Student
 - Case No. 22-04 (Action Item)

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

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

The Board reconvened to open session at 7:04 p.m.

A.10. Report Out of Closed Session

Clerk Lopez reported on the following actions taken in closed session:

Motion #22-172 Approval of Request to Expel Student - Case No. 22-04

Mover: MaryAnn Rodriguez

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

A.11. Adoption and Presentation of Resolution #22-29 - National School Nurse Day, May 10, 2023 (DeGenna/Nocero)

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

The Board of Trustees adopted Resolution #22-29 in recognition of National School Nurse Day, May 10, 2023.

Motion #22-173 Adoption of Resolution #22-29 - National School Nurse Day, May 10, 2023

Mover: Monica Madrigal Lopez

Secunder: Rose Gonzales

Moved To: Adopt

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

A.12. Adoption of Resolution #22-31 in Recognition of “Teacher Appreciation Week 2023” (Aguilera-Fort)

The Board of Trustees adopted Resolution #22-31 in recognition of Teacher Appreciation Week 2023.

Motion #22-174 Adoption of Resolution #22-31 in Recognition of Teacher Appreciation Week 2023

Mover: MaryAnn Rodriguez

Secunder: Rose Gonzales

Moved To: Adopt

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

A.13. Introduction of Newly Appointed Oxnard School District Administrator (Aguilera-Fort)

The newly appointed administrator was introduced to the Board of Trustees:

- David Hubbard, Chief Information Officer

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.

Section C: CONSENT AGENDA

The consent agenda was approved as amended.

Motion #22-175 Approval of Consent Agenda as Amended

Mover: MaryAnn Rodriguez

Secunder: Rose Gonzales

Moved To: Approve as Amended

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

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

C.1. Approval of Designation of Representative and Alternate to the Ventura County Schools Self-Funding Authority's Board of Directors (Mitchell)

As presented.

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

For Allison Raigoza, Julie Kroener, and Patty Tolle to attend the UNC TEACCH Autism Program in Pittsboro, North Carolina, July 10-14, 2023, in the amount not to exceed \$3,900.00 per person, to be paid out of Special Education, America Rescue Plan (3305) Funds.

C.3. Request for Approval of Out-of-State Conference Attendance (Aguilera-Fort)

For Dr. Karling Aguilera-Fort to attend the National School Public Relations Association (NSPRA) National Seminar in St. Louis, MO, July 16-19, 2023, in the amount not to exceed \$3,800.00, to be paid out of the General Fund.

C.4. Personnel Actions (Torres)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.5. Approval of Agreement #22-235, SPSG, Inc. (DeGenna/Nocero)

Moved to Action Item D.8.

C.6. Approval of Construction Services Agreement #22-238 with Viola Inc. Constructors to Construct Ten (10) Modular Classrooms for the Driffill Elementary School Improvement Project, New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)

Item was pulled from the agenda.

C.7. Approval of Agreement #23-08 – Latino Film Institute-Youth Cinema Project (DeGenna/Shea)

To work with a class of students at Chavez and Lopez Schools during the 2023-2024, 2024-2025, and 2025-2026 fiscal years to learn how to make movies and support the students in creating their own movie project, including students enrolled in the summer program for the Writing and Steam Camp, August 1, 2023 through June 30, 2026, in the amount not to exceed \$602,431.65 for the three-year term, to be paid out of Title 1 (\$421,702.15) and ELOP (\$180,729.50) funds.

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

Section C: RATIFICATION OF AGREEMENTS

C.8. Ratification of Amendment #1 to Agreement #22-209 – Educational Professionals of Central California, LLC (DeGenna/Jefferson)

To update the rate sheet previously provided for providing psychological assessment including complete clinical review, face to face testing, review of teachers and parents rating scales, test scoring, records review, a comprehensive written psychological report, and IEP attendance, at no additional fiscal impact to the district.

C.9. Ratification of Agreement #22-233 – Art Trek, Inc. (DeGenna/Smith)

To provide Site Instructors for on-site/in person art lessons, including materials, to TK-5th grade students at Brekke School, May 1, 2023 through June 9, 2023, in the amount not to exceed \$10,975.00, to be paid out of Title 1/Supplemental Concentration funds.

Section D: ACTION ITEMS

D.1. Adoption of the K-5 History/Social Science Curricular Materials (DeGenna/Fox) Dr.

Aracely Fox, Director, Teaching & Learning, and teachers Jovan Mosby and Amanda Wilson presented the K-5 History/Social Science Curricular Materials for the Board's adoption.

Motion #22-177 Adoption of the K-5 History/Social Science Curricular Materials

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

D.2. Approval of Revised 2022-23 and 2023-24 Compensation for Management and Confidential Employees (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the 2022-2023 compensation revisions for Management and Confidential employees, in the amount of \$1,504,307.00 for fiscal year 2022-23 and \$105,201.00 for fiscal year 2023-24, to be paid from a combination of General Fund Unrestricted and Restricted resources as applicable.

Motion #22-178 Approval of Revised 2022-23 and 2023-24 Compensation for Management and Confidential Employees

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

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

D.3. Approval of Salary Reallocation to 2023 California Minimum Wage - Campus Assistant and Child Nutrition Worker (Torres/Lin)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the salary reallocation to 2023 California Minimum Wage for Campus Assistants and Child Nutrition Workers.

22-179 Approval of Salary Reallocation to 2023 California Minimum Wage - Campus Assistant and Child Nutrition Worker

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

D.4. Approval of Revision of Duties of 19 Classifications and Title Changes of 7 Classifications (Torres/Lin)

Item was pulled from the agenda.

D.5. Approval of New Classification, Job Functions, and Salary Range of Director of Communication and Public Engagement (Torres/Lin)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the new classification, job functions, and salary range of Director of Communication and Public Engagement.

Motion #22-180 Approval of New Classification, Job Functions, and Salary Range of Director of Communication and Public Engagement

Mover: Monica Madrigal Lopez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

D.6. Approval of New Classification, Job Functions, and Salary Range for Facilities Support Specialist (Torres/Lin)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the new classification, job functions, and salary range of Facilities Support Specialist.

Motion #22-181 Approval of New Classification, Job Functions, and Salary Range for Facilities Support Specialist

Mover: MaryAnn Rodriguez

Secunder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

D.7. Approval of New Classification, Job Functions, and Salary Range for Information Systems Data Specialist (Torres/Lin)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the new classification, job functions, and salary range of Information Systems Data Specialist.

Motion #22-182 Approval of New Classification, Job Functions, and Salary Range for Information Systems Data Specialist

Mover: Monica Madrigal Lopez

Secunder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

D.8. Approval of Agreement #22-235, SPSG, Inc. (DeGenna/Nocero)

Moved to Action from Consent Item C.5.

To support Oxnard School District with the implementation of the Mental Health Service Professional Demonstration (MH) grant program, May 4, 2023 through December 31, 2027, in the amount not to exceed \$375,000.00 for the four-year term, to be paid out of Mental Health Service Professional Grant Funds.

Motion #22-176 Approval of Agreement #22-235, SPSG, Inc.

Mover: MaryAnn Rodriguez

Secunder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (Aguilera-Fort)

The Board approved minutes of Board meetings as presented:

- April 19, 2023 Regular Meeting

Motion #22-183 Approval of Minutes of Board Meetings as Presented – April 19, 2023 Regular Meeting

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading – Revisions to BB 9270 Conflict of Interest (Mitchell)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented revisions to BB 9270 Conflict of Interest for First Reading. The revised policy will be presented for Second Reading and Adoption at the May 17, 2023 Regular Board Meeting.

Section G: CONCLUSION

G.1. Superintendent’s Report (3 minutes)

Dr. Aguilera-Fort

- Brekke School
- Chavez School - Battle of the Books @ VCOE
- Lemonwood School Día del Niño Celebration
- Ramona School Coffee with Principal & Student Performance
- Ritchen School
- Thank you to Fremont Community and Staff
- OSD Student Profile
- Administrative Staff Professional Development
- CSBA Coast 2 Coast Advocacy Trip
- Information Technology Services
- Administrative Professionals Week
- Teacher Appreciation Week
- National Principal's Day
- School Lunch Hero Day
- National School Nurse Day
- Mental Health Awareness Month
- Better Hearing & Speech Month
- Physical Fitness Month
- Asian American Pacific Islander Day

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)

MaryAnn Rodriguez

- attended Coast 2 Coast Advocacy event in Washington DC
- thank you to Superintendent Fellows for attending today
- thank you to teachers
- thank you to nurses

Monica Madrigal Lopez

- thank you to nurses and teachers, and to everyone else that makes the district run

Rose Gonzales

- thank you to Superintendent Fellows for their work and to families for attending tonight
- thank you to Elm for their presentation
- attended Coast 2 Coast advocacy event in Washington DC
- attended Sprinkle of Joy & Happiness event at
- McKinna hats off to nurses, cafeteria staff and teachers

Jarely Lopez

- the Board's appreciation for everyone here is genuine - it is an honor to serve
- would like to see how Directors evaluated programs at schools - Board update if possible

G.3. ADJOURNMENT

Clerk Lopez adjourned the meeting at 8:22 p.m.

Motion to adjourn

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Adjourn

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

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

By our signature below, given on this 17th day of May, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of May 3, 2023, 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: Valerie Mitchell, MPPA

Date of Meeting: May 17, 2023

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption – Revisions to BB 9270 Conflict of Interest (Mitchell)

The administration is recommending a revision to BB 9270 Conflict of Interest, to reflect changes in accordance with Senate Bill (SB 1439, 2022) which extends the prohibition on soliciting or accepting such campaign contributions to all local government officials, including elected officials.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees adopt the revisions to BB 9270 as presented.

ADDITIONAL MATERIALS:

Attached: [BB 9270 \(9 pages\)](#)

Bylaw 9270: Conflict Of Interest

Status: ADOPTED

Original Adopted Date: 11/16/2011 | **Last Revised Date:** 01/20/2021 | **Last Reviewed Date:** 01/20/2021

The **Governing** Board of Trustees desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. **Accordingly, in accordance with law, no Board members, district employee, or other person in a and designated employees position shall participate in the making of any decision for the district when the decision will or may be affected by the Board member's, district employee's, or other designated persons financial, family, or other personal interest or consideration. disclose any conflict of interest and, as necessary, shall abstain from participating in the decision.**

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect the Board member's relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which the Board member's relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt **for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, a resolution that specifies the terms of the district's conflict of interest code, the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)**

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body. **or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)**

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days. **after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)**

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or district

employment. (Government Code 87302, **87302.6** 87500)

In the case of any violation of the conflict of interest code or policy by any officer, employee, or agent of the District, information on the violation will be submitted to the Board for further review and/or possible disciplinary action. (2CFR 200.318(c)(1))

Conflict of Interest under the Political Reform Act

A **district official, including a** Board member, **or designated employee, or other person in a designated position** shall not make, participate in making, or in any way use or attempt to use **an** his/her official position to influence a governmental decision **in which the district official** he/she knows or has reason to know that **there is** he/she has a disqualifying conflict of interest. A **disqualifying** conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," ~~on one or more of the Board member's or designated employee's "economic interests," unless the effect~~ **which** is indistinguishable from the effect on the public generally, **on** ~~or~~ the **district official, the district official's immediate family, or any financial interest described in CCR 18700.** ~~Board member's or designated employee's participation is legally required.~~ (Government Code 87100, 87101, 87103; 2 CCR 18700-18707~~9~~)

A **district official** ~~Board member or designated employee~~ makes a governmental decision when, acting within the authority of **the** his/her office or position, **the district official authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before another district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.** ~~he/she votes on a matter, appoints a person, obligates or commits the district to any course of action, or enters into any contractual agreement on behalf of the district.~~ (2 CCR 18702.1)

However, a district official shall participate in the making of a contract in which the district official has a financial interest if such participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

~~A Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the Board shall abstain from voting on the matter. He/she may remain on the dais, but his/her presence shall not be counted towards achieving a quorum for that matter. A Board member with a disqualifying conflict of interest shall not be present during a closed session meeting of the Board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue. (2 CCR 18702.1)~~

Conflict of Interest from Campaign Contributions

To avoid improper influence over the Board's decision-making involving the issuance of a license, permit, or other entitlements for use, including a contract, district officers, which includes Board members or agency heads, shall comply with Government Code 84308, including the following: (Government Code 84308)

- 1. A district officer is prohibited from accepting, soliciting, or directing a contribution of more than \$250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, if the Board member knows or has reason to know that the party or participant has a financial interest in the Board's decision.**

2. Any district officer who received a contribution of more than \$250 from a party or participant in the preceding 12 months shall disclose that fact on the record of the proceeding prior to the Board rendering a decision in the proceeding. If the district officer willfully or knowingly received the contribution and knows or has reason to know that the participant has a financial interest in the Board's decision, the district officer shall not make, participate in making, or in any way attempt to use the official position to influence the Board's decision.
3. A district officer who receives a contribution that would otherwise require disqualification as described in Item #2 above may participate in the proceeding if the contribution is returned within 30 days from the time the district officer knows or should have known about the contribution and the proceeding.
4. A district officer who unknowingly accepts, solicits, or directs a contribution of more than \$250 during the 12 months after the date of the Board's final decision on the proceeding may cure the violation by returning the contribution, or the portion exceeding \$250, within 14 days of accepting, soliciting, or directing the contribution, provided the district officer did not knowingly or willfully accept, solicit, or direct the prohibited contribution. The district officer shall maintain records of curing the violation.

The provisions in Government Code 84308 as specified above do not apply to labor contracts, competitively bid contracts, and personal employment contracts. (Government Code 84308)

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707 18702.5)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting **Not discuss or vote** on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. **The Board member** He/she may listen to the public discussion of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member shall either make a motion to remove the item from the consent calendar or the Board member shall abstain from voting on the consent calendar. In any event, the Board member shall refrain must recuse himself/herself from discussing or voting on the item. that matter, but **However**, the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose the his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that the his/her recusal is because of a conflict of interest pursuant to Government Code 87100. **The Board member** He/she shall not be present when the item

is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

Conflict of Interest under Government Code 1090-Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest **in contract made by the Board, the contract is void.** ; the district is barred from entering into the contract. (Government Code 1090) ; Klistoff v. Superior Court, (2007) 157 Cal.App. 4th 469)

A Board member shall not be considered to be financially interested in a contract **in which there is if he/she has only a "remote interest," as specified in the contract as specified in Government Code 1091, and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes.** The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member **or district official** to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract **in which the if his/her interest is a "noninterest" as defined in Government Code 1091.5. One such Noninterest includes is when a Board member's interest in being reimbursed for actual and necessary expenses incurred in the performance of official duties, the employment of a spouse/registered domestic partner has been a district employee for at least one year prior to the Board member's election or appointment, or in any applicable circumstance specified in (Government Code 1091.5.)**

~~Even if there is not a prohibited conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)~~

~~A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.~~

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which **the Board member's** his/her private or personal interest may conflict with his/her official duties.

Rule of Necessity or Legally Required Participation

~~On a case-by-case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18708.~~

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except **when:** as described in (Government Code 89506.)

- 1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.**
- 2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.**

Gifts of travel exempted from the gift limitation, as described in Items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private **conference, convention, meeting, social event, meal or like** gathering, ~~in accordance with law.~~ (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

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
2 CCR 18110-18997	Regulations of the Fair Political Practices Commission
2 CCR 18438.1-18438.8	Campaign contribution-based conflicts of interest
2 CCR 18700-18760	Conflicts of Interest
2 CCR 18722-18740	Disclosure of interests
2 CCR 18753-18756	Conflict of interest codes
Ed. Code 1006	Prohibition against school district employees serving on county board of education
Ed. Code 35107	School district employees
Ed. Code 35230-35240	Corrupt practices
Ed. Code 35233	Prohibitions applicable to members of governing boards
Ed. Code 41000-41003	Moneys received by school districts
Ed. Code 41015	Investments
Fam. Code 297.5	Rights, protections, and benefits of registered domestic partners
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 1125-1129	Incompatible activities
Gov. Code 52334-53235.2	Ethics training
Gov. Code 81000-91014	Political Reform Act of 1974
Gov. Code 82011	Code reviewing body
Gov. Code 82019	Definition; designated employee
Gov. Code 82028	Definition; gift
Gov. Code 82030	Definition; income
Gov. Code 82033	Definition; interest in real property
Gov. Code 82034	Definition; investment
Gov. Code 84308	Campaign disclosure
Gov. Code 87100-87103.6	General prohibitions
Gov. Code 87200-87210	Disclosure
Gov. Code 87300-87313	Conflict of interest code
Gov. Code 87500	Statement of economic interests
Gov. Code 89501-89503	Honoraria and gifts
Gov. Code 89506	Ethics; travel
Gov. Code 91000-91014	Enforcement
Pen. Code 85-88	Bribes

Public Contract Code 6102

Rev. & Tax Code 203

Management Resources

Attorney General Opinion

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

CSBA Publication

Fair Political Practices Commission
Publication

Institute For Local Government
Publication

Institute for Local Government
Publication

Website

Website

Website

Awarding of contracts

Taxable and exempt property - colleges

Description

105 Ops.Cal.Atty.Gen.69 (2022)

63 Ops.Cal.Atty.Gen. 868 (1980)

65 Ops.Cal.Atty.Gen. 606 (1982)

68 Ops.Cal.Atty.Gen. 171 (1985)

69 Ops.Cal.Atty.Gen. 255 (1986)

80 Ops.Cal.Atty.Gen. 320 (1997)

81 Ops.Cal.Atty.Gen. 327 (1998)

82 Ops.Cal.Atty.Gen. 83 (1999)

85 Ops.Cal.Atty.Gen. 60 (2002)

86 Ops.Cal.Atty.Gen. 138(2003)

89 Ops.Cal.Atty.Gen. 217 (2006)

92 Ops.Cal.Atty.Gen. 19 (2009)

92 Ops.Cal.Atty.Gen. 26 (2009)

Davis v. Fresno Unified School District (2015) 237
Cal.App.4th 261

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th
511

McGee v. Balfour Beatty Construction, LLC, et al. (2016) 247
Cal. App. 4th 235

Thorpe v. Long Beach Community College District, (2000) 83
Cal.App.4th 655

Conflict of Interest: Overview of Key Issues for Governing
Board Members, Fact Sheet, July 2010

Can I Vote? A Basic Overview of Public Officials' Obligations
Under the Conflict-of-Interest Rules, 2005

Understanding the Basics of Public Service Ethics: Personal
Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics:
Transparency Laws, 2009

[CSBA District and County Office of Education Legal Services](#)

[Institute for Local Government](#)

[Fair Political Practices Commission](#)

Cross References

Code	Description
1340	Access To District Records
1340	Access To District Records
1700	Relations Between Private Industry And The Schools
3230	Federal Grant Funds
3230	Federal Grant Funds
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3430	Investing
3430	Investing
3470	Debt Issuance And Management
3600	Consultants
3600-E PDF(1)	Consultants
4112.8	Employment Of Relatives
4117.2	Resignation
4136	Nonschool Employment
4212.8	Employment Of Relatives
4217.2	Resignation
4236	Nonschool Employment
4312.8	Employment Of Relatives
4317.2	Resignation
4336	Nonschool Employment
6161.1	Selection And Evaluation Of Instructional Materials -
6161.1	Selection And Evaluation Of Instructional Materials -
6161.1-E(1)	Selection And Evaluation Of Instructional Materials -
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services
7214	General Obligation Bonds
7214	General Obligation Bonds

9000	Role Of The Board
9005	Governance Standards
9140	Board Representatives
9200	Limits Of Board Member Authority
9220	Governing Board Elections
9222	Resignation
9230	Orientation
9320	Meetings And Notices
9321	Closed Session -
9321-E(1)	Closed Session -
9321-E(2)	Closed Session -
9323	Meeting Conduct

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 17, 2023

Agenda Section: Section G: Conclusion

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.

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: Karling Aguilera-Fort

Date of Meeting: May 17, 2023

Agenda Section: Section G: Conclusion

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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 17, 2023

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, May 12th, 2023.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A